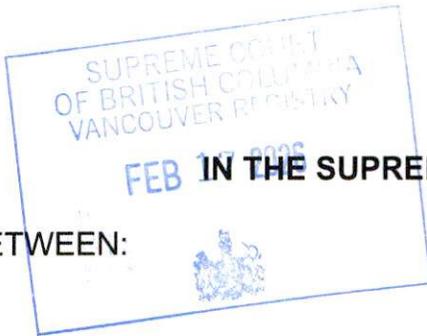


NO. S E 261 211
VANCOUVER REGISTRY



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RHIANA STRYD

PLAINTIFF

AND:

VILLAGE OF GRANISLE and PURIFICS WATER INC.

DEFENDANTS

Brought pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

The Parties

1. The plaintiff, Rhiana Stryd, is a resident of the Village of Granisle in British Columbia and for the purposes of this action has an address for delivery of 2020-650 West Georgia Street, Vancouver, British Columbia.
 2. The defendant, the Village of Granisle in British Columbia ("Granisle") is a municipality within the meaning of the *Local Government Act*, RSBC 2015, c. 1 and is responsible for the ownership, operation, maintenance, monitoring, management and administration of the Granisle community water system (the "Water System"), which supplies water to residents and properties within Granisle.
 3. The defendant, Purifics Water Inc. ("Purifics"), is a corporation incorporated pursuant to the laws of Ontario, with a registered office in London, Ontario, and at all material times carried on business in British Columbia including by designing, engineering, constructing, commissioning, supplying, installing, inspecting, maintaining, repairing, and providing engineering and technical services in respect of municipal water treatment infrastructure.
 4. At all material times, Purifics was retained, or was otherwise engaged, by Granisle to design, engineer, construct, commission, and supply the municipal water treatment
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facility (the "Water Treatment Plant"), and thereafter provide servicing, inspection, repairs, and remediation in relation to the Water Treatment Plant.

Background

5. The Water System draws raw source water from Babine Lake and treats that water at the Water Treatment Plant prior to distributing treated drinking water to residents of Granisle through the municipal distribution system.

6. In or about 2018-2019, Granisle constructed and commissioned the Water Treatment Plant. Purifics was retained as the engineer and design-build contractor responsible for the design, supply, installation, and commissioning of the Water Treatment Plant and its treatment components.

7. The Water Treatment Plant was intended to provide a long-term, reliable source of safe drinking water to the community of Granisle, which has a population of approximately 300-350 residents.

8. The Water Treatment Plant was intended to operate in compliance with applicable regulatory requirements and the *Guidelines for Canadian Drinking Water Quality*.

9. The Water Treatment Plant uses coagulation and filtration processes, including the addition of an aluminum-based coagulant (aluminum chlorohydrate) to bind fine particles and impurities in the source water, followed by treatment through membrane filtration units that are intended to remove bound particulates and residual treatment chemicals, including aluminum, prior to distribution of treated drinking water to residents.

10. The Water Treatment Plant incorporates ceramic ultrafiltration units ("CUF Units") as primary treatment barriers intended to remove organic and inorganic contaminants, as well as protozoan pathogens, from source water prior to distribution to users.

11. The proper functioning of the CUF Units depends on, among other things, the integrity of the membrane materials, appropriate operating pressures, regular integrity testing, turbidity monitoring, and properly functioning monitoring and control systems,

including turbidity sensors linked to the plant's supervisory control and data acquisition system.

12. In or about June 2024, a significant power surge and power failure occurred at the Water Treatment Plant, causing damage to treatment equipment and impairing the proper functioning of the treatment components.

13. Following the June 2024 power event, repairs were undertaken on one of the CUF Units (CUF A) and another CUF Unit (CUF B) was operated continuously while repairs were undertaken.

14. From June through September 2024, residents of Granisle reported water quality concerns, including discolouration and changes in the feel and texture of the water.

15. During the period from approximately June to September 2024, direct integrity testing of CUF B was not undertaken, notwithstanding that CUF B was operating as a primary treatment barrier during that period.

16. In or about September 2024, transmembrane pressure testing and direct integrity testing results revealed that CUF B had failed integrity testing and that a membrane fracture was present, indicating that the filtration barrier had been compromised.

17. In response to these findings and ongoing complaints from residents regarding water quality, Granisle undertook flushing of water mains and reported concerns regarding possible coagulant entering the distribution system to Northern Health Authority, seeking guidance regarding testing and remedial measures.

18. In or about September 2024, laboratory testing of treated drinking water in Granisle identified aluminum concentrations of approximately 8.99 mg/L. The maximum acceptable concentration (the "MAC") set out in the *Guidelines for Canadian Drinking Water Quality* is 2.9 mg/L.

19. The presence of aluminum in the treated drinking water at such concentrations was inconsistent with the low aluminum levels in the source water and indicated a failure of the coagulation and membrane filtration processes at the Water Treatment Plant.

20. The September 2024 aluminum test results were provided to Granisle in October 2024.

21. Granisle did not communicate the results to residents at the time they were received, or to Northern Health, and residents continued to consume drinking water supplied by the Water System without being warned of contamination.

22. Throughout the remainder of 2024 and throughout 2025, the Water System continued to experience operational deficiencies, including membrane leaks, structural defects in treatment components, turbidity exceedances, failures to meet integrity testing requirements, and deficiencies in monitoring systems.

23. In or about August 2025, Northern Health Authority conducted inspections of the Water Treatment Plant and identified operational deficiencies, including turbidity concerns and failures to meet indirect integrity testing requirements. Granisle was directed to undertake repairs and enhanced monitoring in relation to turbidity and treatment performance.

24. On September 4, 2025, Granisle issued a water quality advisory for the Water System after laboratory testing detected the presence of total coliform bacteria in the drinking water (the "Water Quality Advisory"). The Water Quality Advisory advised that water should be boiled before it is consumed as a precautionary measure.

25. In or around October and November 2025, Purifics attended the Water Treatment Plant to perform maintenance, repairs, and assessment of treatment components, and identified concerns regarding membrane integrity and potential leakage of treatment coagulant through the filtration system. Purifics recommended, provided, and installed larger de-bubblers to address turbidity concerns.

26. In or about November 2025, Northern Health Authority requested additional sampling of raw and treated water from the Water System.
27. In November and December 2025, testing results confirmed that aluminum concentrations in treated drinking water from the Water Treatment Plant exceeded the MAC.
28. On December 15, 2025, a "Do Not Consume" order was issued for the Granisle Water System due to aluminum contamination (the "Do Not Consume Order").
29. The Do Not Consume order advised that treatment components were not operating optimally and that aluminum-based coagulant was entering the distribution system, resulting in elevated aluminum concentrations in treated water.
30. The Do Not Consume Order advised that boiling water would not mitigate the risks associated with aluminum contamination and that alternative water sources were required for drinking, food preparation, and other consumptive uses.
31. As of the date of the filing of this notice of civil claim, the "Do Not Consume" advisory has not been lifted.

The Proposed Class

32. The plaintiff brings this action on her own behalf and on behalf of all persons who, between January 1, 2018 and the date on which the December 15, 2025 Do Not Consume Order issued by the Village of Granisle in respect of the Granisle Water System is lifted, consumed water supplied by the Granisle Water System in Granisle, British Columbia (the "Class" or "Class Members", to be further defined in the plaintiff's application for certification).
 33. As a result of the acts and omissions of the defendants, the plaintiff and Class Members were supplied with drinking water that was not potable and contained elevated concentrations of aluminum for a prolonged period, both prior to the issuance of the Do Not Consume Order and after.
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34. As a result of the defendants' acts and omissions, the plaintiff and Class Members suffered adverse health effects and increased risk of future adverse health effects.

Part 2: RELIEF SOUGHT

1. The plaintiff, on her own behalf and on behalf of the Class, claims against the defendants as follows:

- (a) an order pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50 (the "*Class Proceedings Act*") certifying this action as a class proceeding and appointing the plaintiff as the representative plaintiff;
- (b) general damages;
- (c) special damages;
- (d) aggravated damages;
- (e) punitive damages;
- (f) recovery of health care costs incurred by the province on behalf of the Plaintiff and Class Members pursuant to the *Health Care Cost Recovery Act*, SBC 2008, c. 27 (the "*HCCRA*");
- (g) an order pursuant to s. 29 of the *Class Proceedings Act*, directing an aggregate assessment of damages;
- (h) the costs of the administration of any court award or judgment obtained in this action;
- (i) interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79; and
- (j) such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

Negligence

1. At all material times, Granisle owed the plaintiff and Class Members a duty of care to exercise reasonable care in the ownership, operation, maintenance, inspection, monitoring, testing, repair, and management of the Water System and Water Treatment

Plant to ensure that drinking water supplied to users in Granisle was safe for human consumption and complied with applicable regulatory standards and guidelines.

2. At all material times, Granisle was a water supplier within the meaning of the *Drinking Water Protection Act*, SBC 2001, c. 9, and as such was required to provide potable water to users, obtain and comply with operating permits, ensure qualified personnel operate the Water System and Water Treatment Plant, maintain emergency response plans, conduct regular monitoring and testing, and report threats and failures to meet standards.

3. Granisle breached the duty of care owed to the plaintiff and Class Members by, among other things:

- a. failing to adequately operate, inspect, monitor, test, and maintain the Water System and Water Treatment Plant to ensure their integrity, proper functioning, and the effective removal of treatment chemicals and contaminants from finished drinking water;
 - b. failing to implement, adhere to, and act upon appropriate testing, monitoring, and quality assurance protocols to ensure that treated water met applicable health standards and guidelines, including with respect to aluminum concentrations, turbidity, and treatment system integrity;
 - c. failing to promptly identify, investigate, escalate, and remediate defects, failures, or malfunctions in the Water System and Water Treatment Plant, including failures of treatment barriers and membrane filtration components;
 - d. failing to provide potable drinking water to users of the Water System and permitting the continued distribution of water that was unsafe for human consumption;
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- e. failing to respond, or alternatively to respond in an appropriate and/or timely manner, to adverse water quality results, operational warnings, and complaints from users of the Water System regarding water quality;
 - f. failing to take steps, or alternatively to take timely and/or adequate steps, to warn users of risk to drinking water safety when Granisle knew or ought to have known that the safety of the drinking water was or may have been compromised;
 - g. failing to take steps, or alternatively to take timely and/or adequate steps, to prevent the continued distribution and consumption of contaminated drinking water once risks to water safety were known or ought to have been known;
 - h. failing to maintain, implement, and follow adequate emergency response and contingency plans in response to water safety and quality concerns;
 - i. failing to ensure that the Water System and Water Treatment Plant were operated, maintained, serviced, and overseen by appropriately trained and qualified personnel; and
 - j. failing to comply with statutory duties under the *Drinking Water Protection Act* and associated regulations, including duties to provide potable drinking water, to properly operate, monitor and maintain the Water System, to report threats to drinking water safety, and to take appropriate action when drinking water safety was or ought reasonably to have been in question.
4. At all material times, it was reasonably foreseeable that failures in the design, operation, inspection, monitoring, testing, maintenance, and repair of the Water System and the Water Treatment Plant could result in the introduction of contaminants and treatment chemicals into the drinking water supplied to users in Granisle, exposing users to adverse health effects and the risk of harm.
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5. At all material times, Granisle knew, or ought to have known, based on repeated complaints and reports from users regarding water quality and on water quality testing, that the safety of the drinking water supplied to users in Granisle was or may have been compromised and that users were being exposed to adverse health effects and the risk of harm.

6. Purifics designed, supplied, installed, and commissioned the Water Treatment Plant, including the CUF Units and related treatment components, and owed the plaintiff and Class Members a duty of care in the design, construction, engineering, commissioning, inspection, maintenance, repair, and provision of technical services in relation to the Water Treatment Plant and its treatment components to ensure that they would function as effective treatment barriers and prevent the passage of treatment chemicals and contaminants into finished drinking water.

7. Purifics breached the duty of care owed to the plaintiff and Class Members by, among other things:

- a. negligently designing components of the Water Treatment Plant, including membrane filtration and related treatment processes, in a manner that permitted treatment chemicals, including aluminum-based coagulants, to pass into finished drinking water;
 - b. failing to properly engineer, construct, and/or commission the Water Treatment Plant and its treatment components so as to ensure their integrity and suitability for producing potable drinking water;
 - c. failing to provide adequate instructions, specifications, training, and warnings to Granisle regarding the safe operation, monitoring, testing, maintenance, and limitations of the Water Treatment Plant and its treatment components;
 - d. failing to implement, recommend, or ensure adequate testing, monitoring, and quality assurance measures to detect the passage of treatment chemicals and contaminants into finished drinking water; and
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e. failing to take steps, or alternatively to take timely and/or reasonable steps, to correct known or reasonably discoverable deficiencies in the Water Treatment Plant and its treatment components once problems with water quality and system integrity were identified.

8. At all material times, it was reasonably foreseeable that failures in the design, construction, engineering, commissioning, inspection, maintenance, and repair of the Water Treatment Plant and its treatment components could result in the introduction of treatment chemicals and/or contaminants into finished drinking water supplied to users in Granisle, exposing users to adverse health effects and the risk of harm.

9. At all material times, Purifics knew, or ought to have known, based on its role in designing, constructing, commissioning, and providing technical services in respect of the Water Treatment Plant, and based on its subsequent involvement in assessing and addressing operational deficiencies and treatment issues at the facility, that the Water Treatment Plant and its treatment components were not functioning as intended and that treatment chemicals and/or contaminants were or may have been passing into finished drinking water supplied to users in Granisle, exposing users to adverse health effects and the risk of harm.

10. As a result of the negligence of the defendants, or either one of them, the plaintiff and Class Members were exposed to and consumed drinking water containing elevated levels of aluminum and other contaminants and were deprived of safe and potable drinking water.

11. The plaintiff pleads the provisions of the *Negligence Act*, RSBC 1996, c. 333.

Aggravated Damages

12. As a result of the defendants' conduct, the plaintiff and Class Members have suffered anxiety, fear, distress, and loss of trust in the safety of their drinking water, beyond that which would ordinarily result from negligence. The plaintiff therefore seeks aggravated damages.

13. In particular:

- a. Granisle failed to act upon, disclose, or warn users of the Water System of elevated aluminum test results and allowed users to continue consuming contaminated drinking water for an extended period of time;
- b. Granisle continued to represent, directly or implicitly, that the drinking water supplied to users was safe for consumption when it knew or ought to have known that the safety of the water was compromised;
- c. the defendants' conduct occurred in the context of a small, remote community with limited alternative access to potable drinking water, where residents reasonably relied on the safety of the municipal water supply for their daily needs;
- d. the defendants' conduct occurred in a community with a disproportionately high proportion of seniors relative to its overall population, a demographic reality known to Granisle, which heightened the seriousness of exposing the community to unsafe drinking water; and
- e. Granisle's subsequent position that it did not become aware of the September 12, 2024 elevated aluminum results until January 22, 2026, in circumstances where it knew or ought to have known of those results earlier, exacerbated the distress, anxiety, loss of trust, and sense of betrayal experienced by the plaintiff and Class Members.

Punitive Damages

14. The defendants' conduct was high-handed, reckless, and represented a marked departure from ordinary standards of reasonable and responsible conduct in the context of the provision of safe drinking water to the community. The plaintiff therefore seeks punitive damages against the defendants, or either of them.

15. In particular, Granisle's conduct warrants punitive damages because:
- a. Granisle continued to supply drinking water for human consumption after receiving laboratory results indicating aluminum concentrations far in excess of accepted safety guidelines, without promptly warning users or restricting consumption;
 - b. Granisle actively concealed, or failed to disclose, material information regarding the safety of the drinking water from the community for a prolonged period of time, while users continued to rely on municipal assurances of water safety;
 - c. Granisle knowingly delayed public notification and protective measures in the face of known or obvious risks to public health;
 - d. Granisle advanced public explanations or narratives minimizing its responsibility for the contamination, including by asserting that it did not become aware of elevated aluminum results until January 2026 when in fact those results were provided to Granisle in or about October 2024;
 - e. the seriousness or duration of the contamination, including by asserting that elevated aluminum results were not known until January 2026, in circumstances where Granisle knew or ought to have known of those results much earlier; and
 - f. Granisle demonstrated a conscious and reckless disregard for the health and safety of users who reasonably relied on Granisle to safeguard the community's drinking water.
16. In particular, Purifics' conduct warrants punitive damages because:
- a. Purifics continued to represent that the Water Treatment Plant and its treatment processes were capable of reliably producing potable drinking water in circumstances where Purifics knew, or was recklessly indifferent to the fact,
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that the system suffered from structural or functional deficiencies that compromised treatment integrity;

- b. Purifics prioritized contractual, commercial, or reputational interests over timely and transparent disclosure of risks associated with the Water Treatment Plant's performance;
- c. Purifics demonstrated reckless disregard for the foreseeable risk that members of the public would consume unsafe drinking water; and
- d. Purifics failed to take timely and reasonable steps to correct or mitigate serious deficiencies in the Water Treatment Plant, prolonging the exposure of users to unsafe water; and
- e. Purifics' conduct represents a marked departure from the standards of reasonable and responsible professional conduct in the engineering, design, and operation of municipal water treatment facilities.

17. The defendants knew, or ought to have known, that their conduct was likely to expose users of the Water System to unsafe drinking water and to cause harm, distress, and anxiety, and nevertheless disregarded the interests of the plaintiff and Class Members.

Health Care Costs Recovery Act

18. The plaintiff is a beneficiary as defined in s. 1 of the *HCCRA* who has received health care services as defined in s. 2(1) of the *HCCRA* and who claims for the recovery of health care costs incurred on behalf of her and other Class Members by the British Columbia Ministry of Health, pursuant to s. 3 of the *HCCRA*.
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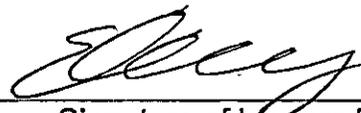
Plaintiff's address for service: Murphy Battista LLP
#2020 – 650 West Georgia Street
Vancouver, BC V6B 4N7

E-mail address for service: service@murphybattista.com

Place of trial: Vancouver, British Columbia

The address of the registry is: 800 Smithe Street
Vancouver, British Columbia V6Z 2E1

Dated: February 17, 2026



Signature of lawyers for the plaintiff
J. Scott Stanley and Elizabeth A. Emery

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the Court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) Prepare a list of documents in Form 22 that lists
- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
- (b) service the list on all parties of record.

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The plaintiff, Rhiana Stryd, claims the right to serve this pleading on the defendant, Purifics Water Inc., outside of British Columbia on the grounds that this proceeding concerns a tort committed in British Columbia and concerns a business carried on in British Columbia, pursuant to s. 10(g) and 10(h), respectively, of the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c. 28.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This proposed class proceeding arises from the contamination of drinking water in the Village of Granisle in British Columbia. The plaintiff alleges that the defendants' acts and omissions caused users to be exposed to unsafe drinking water and seeks damages and other relief on behalf of all persons who consumed water supplied by the Granisle community water system between January 1, 2018 and the date on which the December 15, 2025 "Do Not Consume" order issued by Granisle is lifted.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

1. *Class Proceedings Act*, RSBC 1996, c. 50;
2. *Negligence Act*, RSBC 1996, c. 333; and
3. *Health Care Cost Recovery Act*, SBC 2008, c. 27.