

REGION OF OTTAWA-CARLETON
RÉGION D'OTTAWA-CARLETON

REPORT
RAPPORT

Our File/N/Réf. **50 16-98-0055-H**
Your File/V/Réf.

DATE 26 March 1999

TO/DEST. Co-ordinator
 Planning and Environment Committee

FROM/EXP. Acting Deputy Commissioner
 Environment and Transportation Department

SUBJECT/OBJET **CONDITIONS OF CONSENT -
 GREELY SAND & GRAVEL INC.**

DEPARTMENTAL RECOMMENDATIONS

That the Planning and Environment committee recommend Council approve the following:

- 1. The granting of a Consent to Greely Sand & Gravel Inc. for the operation of its leaf and yard waste composting facility located at the South Half Lot 16 and Part of the East Half Lot 17, Concession 3 in the Township of Osgoode, municipally known as 2260 Stagecoach Road, Greely, on the conditions set out in Annex A to this report;**
- 2. Authorize the Environment and Transportation Commissioner to include in the standard conditions of Consent a compensation fee in the amount of \$16 per tonne on all residual waste generated from waste management facilities or services located in the Township of Osgoode until such time that the compensation fee issue, under By-law 234, is resolved.**

BACKGROUND

Greely Sand & Gravel Inc.'s composting facility is located at the South Half Lot 16 and Part of the East Half Lot 17, Concession 3 in the Township of Osgoode municipally known as 2260 Stagecoach Road, Greely. It will receive leaf and yard waste from waste generators within a two hundred kilometre radius of Ottawa-Carleton. The facility will accept leaf and yard waste at a maximum rate of two hundred tonnes per day and not exceed twenty-five hundred tonnes of on-site storage. The Consent also restricts the facility to a maximum residual rate of three percent which is consistent with other approved composting facilities (see attached). A Certificate of Approval for this facility has been issued by the Ministry of Environment. As part of the Certificate of Approval, the facility cannot accept food waste.

Regional Consents to operate waste services and facilities are granted by the Region in accordance with “Part X” of the *Regional Municipalities Act*. The Region may give its consent for the provision of waste management services or facilities upon such terms, including the payment of compensation, as may be agreed upon. In accordance with the Consent policy, the Region’s goals in granting Consents for waste facilities and services are to ensure genuine waste diversion from landfill to protect the landfill capacity and that each facility/service development is consistent with Regional Council’s 3Rs plan. These goals continue to be the primary purpose of the Consent policy.

As directed by Regional Council (CSEDC Report #27) on 09 December 1998, the consent should require operations in the Township of Osgoode to include a payment of a compensation fee for residual waste. This fee is equivalent to the compensation fee collected by landfills not located in the Township of Osgoode and this fee will be calculated based on the amount of residual waste and remitted directly by the processing facility to the Region.

PURPOSE

The purpose of this report is to grant a Consent to Greely Sand & Gravel Inc. for the operation of a leaf and yard waste composting facility and to amend the delegated Consent authority approved by Council on 24 September 1997 to include a compensation fee on the residual waste generated from waste management facilities or services operating in the Township of Osgoode.

CONSULTATION

Public consultation by the Region is not required for Consent issues. Further, consultation on the compensation fee issue is not required as it will go before the Ontario Municipal Board (OMB) in 1999.

FINANCIAL IMPLICATIONS

The Region will receive payment for wastes generated as directed by Council. As noted, the Region has requested an OMB court date to apply the compensation fee to all waste management facilities in the Region. However, this policy will assist to level the playing field in the interim. The revenues created from the Consent fee will become part of the compensation fund for future waste management activities in the Region.

CONCLUSION

Greely Sand & Gravel Inc. has requested a Consent to operate a leaf and yard waste composting facility in the Township of Osgoode. This facility has received a Certificate of Approval from the Ministry of the Environment and has agreed to the attached Consent’s terms and conditions. As such, it is recommended that the Planning and Environment Committee recommend and Council grant a Consent to Greely Sand & Gravel Inc. for the operation of its leaf and yard waste composting facility located at the South Half Lot 16 and Part of the East Half Lot 17, concession 3 in the Township of Osgoode municipally known as 2260 Stagecoach Road, Greely.

In order to ensure future Consents granted to waste facilities or services operating in the Township of Osgoode maintain a level playing field and are issued in a timely fashion, it is recommended that Council authorize the Environment and Transportation Commissioner to include in the standard conditions of Consent a compensation fee in the amount of \$16 per tonne on all residual waste generated from waste management facilities or services located in the Township of Osgoode until such time that the compensation fee issue, under By-law 234, is resolved.

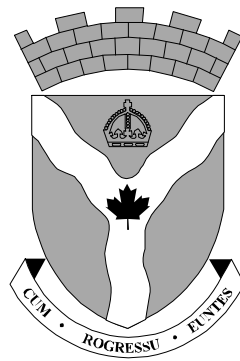
*Approved by
Doug Brousseau*

JRH/mm

Attach. (1)

Annex A

WASTE FACILITY CONSENT
(solid waste facilities)



Facility Operator/Owner:

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON
10/97 VERSION

THIS CONSENT dated the _____ day of _____, 1999.

WHEREAS Greely Sand & Gravel Inc. ("the Company") has sought the consent of the Regional Municipality of Ottawa-Carleton ("RMOC") pursuant to Part X of the Regional Municipalities Act to operate a Recycling Facility;

AND WHEREAS the Company intends to operate the Recycling Facility described in Schedule "A";

AND WHEREAS the RMOC hereby grants its Consent (the "Consent") subject to the conditions regulating the Recycling Facility set out below;

NOW THEREFORE the Consent for the Recycling Facility is granted on the conditions contained herein:

1. **DEFINITIONS**

1.1. For the purposes of these conditions, the following definitions shall apply:

1.1.1. "Certificate of Approval" means all Certificates of Approval or Provisional Certificates of Approval issued by MOE for the Recycling Facility;

1.1.2. "Designated Materials" means the non-hazardous solid wastes that may be received for processing at the Recycling Facility as approved in the Certificate of Approval;

1.1.3. "MOE" means the Ontario Ministry of the Environment and Energy or the Ontario Ministry of the Environment, as applicable;

1.1.4. "Recycling Facility" means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Site and used in the recycling operation and more particularly described in Schedule "A";

1.1.5. "Recycled Materials" means Designated Materials which have been processed to enable the Designated Materials to be utilized in an ongoing agricultural, commercial, manufacturing or industrial process, enterprise or operation and are transferred directly for such use;

1.1.6. "Residue" means waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any approved landfill located in the Regional Municipality of Ottawa-Carleton according to the certificates of approval issued from time to time to the operators of those facilities pursuant to the *Environmental Protection Act* (Ontario);

1.1.7. "Site" means the location of the Recycling Facility described in Schedule "A".

2. OPERATION

2.1. The Recycling Facility shall be operated in accordance with all requirements of the Certificate of Approval and all applicable laws, rules and regulations now or hereafter in effect.

2.2. The Company shall receive only Designated Materials at the Recycling Facility. The Company may accept, at the Site, the maximum quantities of Designated Materials set out in Schedule "A".

3. TERM

3.1. The Consent and these conditions are limited to the operation of the Recycling Facility at the Site. The Consent and these conditions shall automatically renew on an annual basis from the date the Consent is granted by the RMOC, but shall be subject to review prior to the renewal date by the RMOC.

4. DISPOSAL REQUIREMENTS

4.1. The maximum allowable Residue from the Recycling Facility which is to be disposed of within the Regional Municipality of Ottawa-Carleton shall not exceed the limits set out in Schedule "A".

5. **REPORT**

- 5.1. The Company shall provide to RMOC a monthly report and an annual statement depicting the following information in a form and content satisfactory to the RMOC:
 - 5.1.1. the tonnage of each category of Designated Materials received at the Recycling Facility and the name of the municipality, regional municipality or county, as applicable, from which the Designated Materials were received;
 - 5.1.2. the quantities of Recycled Materials shipped to market;
 - 5.1.3. the quantities of Residue per category of Designated Materials;
 - 5.1.4. the percentage of the tonnage of Residue to the total tonnage of Designated Materials received at the Recycling Facility.
- 5.2. Submission of the monthly reports shall set out the above information for the immediately preceding month and reporting shall commence the first month following the granting of the Consent and shall be provided no later than fifteen (15) days after the end of the month to be reported. For the purposes of the annual statement, the above information shall reflect the twelve-month period immediately preceding the submission date of the report together with cumulative totals for each item from the date of the granting of the Consent. Annual statements shall be submitted within thirty (30) days following completion of the first twelve month period and each subsequent twelve month period.
- 5.3. Upon granting of the Consent, the Company shall submit to the Environment and Transportation Commissioner of the RMOC a copy of every approval, permit or licence required under provincial, federal, and municipal statutes, regulations or by-laws to permit the operation of the Recycling Facility.
- 5.4. The Company shall submit to the Environment and Transportation Commissioner of the RMOC:
 - 5.4.1. a copy of any application by the Company for modification or renewal of any approval, permit or licence referred to in condition 5.3;
 - 5.4.2. a copy of any modification or renewal received by the Company for any approval, permit or licence referred to in condition 5.3;

5.4.3. a copy of each annual report for the Recycling Facility submitted to the MOE.

6. **AMENDMENTS**

6.1. In the event that the Company's Certificate of Approval, or any other approval, permit or licence for the Recycling Facility is modified or renewed or if the Company changes the processes or operations of the Recycling Facility in any way whatsoever after the date this Consent is granted, the RMOC may, in its sole discretion, revise these conditions or add conditions to this Consent.

7. **INSPECTION**

7.1. The Company shall permit the RMOC, its servants, or agents, upon the production of identification, to attend at the Recycling Facility or at places where the records of the Recycling Facility are kept, during reasonable hours to inspect and make copies of such of the records of the Company as are relevant to the verification and auditing of the tonnages of Designated Materials and Residue and attend at the Recycling Facility during reasonable hours to inspect the operation of the Recycling Facility for such purposes.

8. **INDEMNIFICATION**

8.1. Nothing in these conditions or the Consent granted by RMOC shall create or be the basis for any obligation or responsibility whatsoever by the RMOC for the collection or disposal of waste from, the clean-up of or any other reinstatement of any kind of the Site or the Recycling Facility.

8.2. The Company shall be liable for and shall indemnify the RMOC for any costs, expenses, damages or loss to the RMOC including but not limited to damages or loss to any person, animal or property resulting from the operation of the Recycling Facility and shall take all steps to repair or remedy any damage and to replace any animal or property which cannot be repaired.

9. **TERMINATION**

9.1. In the event that the Company breaches any of the terms or conditions contained herein, the RMOC shall deliver to the Company written notice of such breach. In the event that the Company fails or refuses

to correct such breach within the notice period, if any, as provided in the written notice, the Consent and these conditions shall immediately be terminated.

9.2. The Consent and these conditions shall terminate in the event that the Company does not commence operations, or, upon the ceasing of operations of the Recycling Facility. The date of termination shall be ten (10) days from the date that RMOC confirms, in writing, that the Company will not commence operations, or that the Company is ceasing operations of the Recycling Facility.

9.3. Condition 8, Indemnification, shall survive the expiration or termination of the Consent and these conditions.

10. **NOTICE**

10.1. Any notice or communication to the Company or the RMOC shall be deemed to be given four (4) days after mailing by pre-paid registered mail or on the date of personal delivery. All such notices or communications shall be sent to the addresses indicated in Schedule "A".

11. **GENERAL**

11.1. The failure on the part of the RMOC to exercise or enforce any right conferred upon it under these conditions of the Consent shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

11.2. These conditions of the Consent are severable in all respects and any unenforceability of any one or more of them shall not affect the enforceability of any other of them.

11.3. The Consent and these conditions are personal to the Company and are not assignable or transferable.

11.4. Schedule "A" attached hereto shall form part of this Consent and the contents thereof shall be deemed to be conditions as those specifically recited herein.

THE REGIONAL MUNICIPALITY OF
OTTAWA-CARLETON

ENVIRONMENT AND TRANSPORTATION
COMMISSIONER

The Company hereby acknowledges receipt of the conditions upon which the Consent is granted and agrees to the conditions set out above.

(COMPANY NAME)

(SIGNING OFFICER)

Date: _____

SCHEDULE "A"

1. DESCRIPTION OF RECYCLING FACILITY

The Company's Recycling Facility operations are described as:

2. LOCATION OF RECYCLING FACILITY

The Site means the lands described as:

3. QUANTITIES OF DESIGNATED MATERIALS

The maximum quantities of Designated Materials that may be accepted at the Site are:

<u>Type of Materials</u>	<u>Quantity</u>
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4. RESIDUE LIMITS

The maximum (*annual/daily*) allowable Residue from the Recycling Facility shall not exceed ___ percent (%) of the actual tonnes (*per day/per annum*) of Designated Materials received at the Recycling Facility.

5. NOTICE ADDRESSES

The Company at:

Attention:

RMOC at: The Regional Municipality of Ottawa-Carleton
 Environment and Transportation Department
 4th Floor
 111 Lisgar Street
 Ottawa, Ontario
 K2P 2L7

Attention: Director of Solid Waste

6. **SPECIAL CONDITIONS**
(only if required)

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