

Our File/N/Réf.
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DATE 21 October 1998

TO/DEST. Co-ordinator,
Planning and Environment Committee

FROM/EXP. Director, Solid Waste Division
Environment and Transportation Department

SUBJECT/OBJET **CONDITIONS FOR CONSENT - R.W. TOMLINSON LIMITED
CONSTRUCTION AND DEMOLITION WASTE RECYCLING
FACILITY**

DEPARTMENTAL RECOMMENDATION

That the Planning and Environment Committee recommend that Regional Council grant a consent to R.W. Tomlinson Ltd. for the operation of its construction and demolition waste recycling facility located on Part Lot 31, Concession 6 in the Township of Osgoode.

PURPOSE

The purpose of this report is to grant a consent to R.W. Tomlinson Ltd for the operation of a construction and demolition waste recycling facility located at the Springhill Landfill in the Township of Osgoode. This facility will process construction and demolition waste from Ottawa-Carleton, Eastern Ontario and the Outaouais. The certificate of approval for this facility was the subject matter of comments by the Region in Planning and Environment Committee Report 10, Item 1. A draft of the consent is attached as Annex A to this report.

Pending a resolution of the compensation fee issue under by-law 234, upon which negotiations are ongoing, this facility will also represent the first implementation of the Construction and Demolition Waste Diversion Credit Policy approved by Council in principle with Planning and Environment Committee Report 7, Item 2.

The Regional interest with respect to the authority to grant consents is the efficient use and preservation and replacement of landfill capacity.

BACKGROUND

The proposed recycling facility will receive construction and demolition waste from Ottawa-Carleton, Eastern Ontario and the Outaouais region. The facility will process waste with state of the art equipment designed and purchased for this facility in order to separate materials that can be economically recovered for sale to others or utilized as fill material. Targeted markets include paper recycling, metal recycling, on and off-site fill material and raw materials for crusher aggregate and asphalt recycling. Residual waste will be disposed of at the Springhill Landfill Site, or other approved landfill site. The total amount of construction and demolition waste that could be received at the facility in any one year is 41,000 tonnes. After the waste has been processed and separated, the output will either be sold for use for ongoing commercial, manufacturing, agricultural or industrial operations, used for berm or cover material, where such use is permitted by the certificate of approval for the landfill or deposited as waste at the landfill. The amount of residual waste from the facility is to be limited by its certificate of approval to 40% of the incoming waste stream.

Consistent with the earlier report to Planning and Environment Committee, the proposed consent would limit the amount of waste that could be received from outside Ottawa-Carleton to 15% or 6,150 tonnes. The proposed consent also contains standard reporting requirements as to nature and origin of the waste received and processed at the facility.

APPLICATION OF CREDIT POLICY

The report on the credit policy outlined that while several steps have been taken to encourage the recycling and reuse of construction and demolition waste, there continues to be a need to explore further means to divert construction and demolition waste from landfills. The principle of the credit policy is that a diversion goal should be established for each construction and demolition waste recycling facility. A fee of \$10 would be paid for each tonne of residual waste from the facility. If the facility achieves its objective, then the monies paid would be rebated to the operator after reconciliation on an annual basis.

With respect to the Tomlinson facility, the proposed diversion rates are 60% in the first year (i.e. residual waste of 40%) and 66% in the second year (residual waste of 34%). These objectives would be revisited in the second year with the expectation of a higher diversion rate in the third year. The approved lifetime of the pilot credit policy is three years.

It is not the objective of such a policy to provide a rebate for waste coming in from Ottawa-Carleton. Therefore, the rebate will not be applied to waste from materials imported from outside Ottawa-Carleton.

MATERIALS BEING UTILIZED FOR BERM AND COVER MATERIAL

The Region has expressed a concern with respect to the material to be used for the berm. The certificate of approval issued by the Ministry of the Environment for the landfill site has placed significant restrictions on acceptable berming material. In addition, Tomlinson has indicated to the Ministry that a limited percentage (22% - 33%) of the total berm material required will be projected from the construction and demolition waste recycling facility.

The Consent has been negotiated such that if materials that originally were received at the construction and demolition waste recycling facility are ultimately used in the landfill operations (as cover or berm material), some value-added processing will be required to have taken place at the facility to enable that use. The Consent also includes rigorous reporting requirements.

The successful operation of a bona fide construction and demolition recycling facility will be a significant step in supporting waste diversion in the Region.

*Approved by
P. McNally, P.Eng.*

JPM/TCM

ANNEX A

THIS CONSENT dated the day of, 1998.

WHEREAS R. W. Tomlinson Limited carrying on business as Tomlinson Environmental Services, ("the Company") has sought the consent of the Regional Municipality of Ottawa-Carleton ("RMOC") to operate a Recycling Facility;

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

AND WHEREAS the Ministry of the Environment has issued a Certificate of Approval No. A710140 for the Recycling Facility;

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. "Berm Material" means clean granular material or other suitable material approved by the MOE for use in berm construction;

1.1.2. "Category" means the categories of waste that the Recycling Facility is permitted to receive as set forth in its Certificate of Approval;

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

1.1.4. "Daily Cover Material" means materials approved by MOE for use on a daily basis as cover material in landfilling within the

meaning of Ontario Regulation 347 made under the Environmental Protection Act (Ontario);

- 1.1.5. "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;
- 1.1.6. "Mixed Materials" means materials that are delivered to the Recycling Facility that are not Source Separated Material;
- 1.1.7. "MOE" means the Ontario Ministry of the Environment and Energy or the Ontario Ministry of the Environment, as applicable;
- 1.1.8. "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";
- 1.1.9. "Recycled Materials" means Designated Materials which have been through a *bona fide* process to enable the Designated Materials to be utilized in an ongoing agricultural, commercial, manufacturing or industrial process, enterprise or operation in accordance with the Certificate of Approval;
- 1.1.10. "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 according to the certificates of approval issued from time to time to the operators of those facilities pursuant to the *Environmental Protection Act* (Ontario) and Residual Waste has the same meaning;
- 1.1.11. "Site" means the location of the Recycling Facility described in section 2 of Schedule "A".
- 1.1.12. "Source Separated Materials" means materials delivered to the Recycling Facility such that each separate vehicle or container of a vehicle consisting of such waste requires no further separation or processing;

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 and amendment 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". The Company may be permitted, however, to seek the consent of the RMOC to adjust the percentage of Allowable Residue.

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 Designated Materials received at the Recycling Facility , identified as either Mixed Material or Source Separated Material, 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 per Category shipped to market;
 - 5.1.3. the quantities of Recycled Material per Category used or stockpiled to be used as Daily Cover Material;

- 5.1.4. the quantities of Recycled Material used or stockpiled to be used as Berm Material;
 - 5.1.5. the quantities of Residue per Category of Designated Materials;
 - 5.1.6. 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 license 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 license 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 license referred to in condition 5.3;
 - 5.4.3. a copy of each annual report for the Recycling Facility submitted to the MOE
- 5.5. Following the first annual renewal of this Consent, the Company may request that it be permitted to file the reports required by section 5 on a quarterly basis.

6. **AMENDMENTS**

6.1. In the event that the Company's Certificate of Approval, or any other approval, permit or license 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 acting reasonably, 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 reasonable or statutorily required steps to repair or remedy any damage and to replace any animal or property which cannot be repaired. The Company is not liable to the RMOC for any loss of the residue waste fee as a result of the Company's ceasing of operations.

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 the earlier of thirty (30) days after the RMOC has sent written notice to the Company that it is the position of the RMOC that the Company has not commenced or has ceased operations or ten (10) days after from the date that RMOC has received written notice from the Company that the Company will not commence operations, or that the Company is ceasing operations of the Recycling Facility.
- 9.3. The Company may, upon one hundred and eighty (180) days written notice to the RMOC, require that this Consent be terminated and apply for a new consent. The RMOC agrees to render a decision of the granting of the new consent within one hundred and twenty (120) days of the aforementioned written notice.
- 9.4. 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.

R.W. Tomlinson Limited.

Date: _____

SCHEDULE "A"

1. DESCRIPTION OF RECYCLING FACILITY

The Company's Recycling Facility operations are described in:

Tomlinson Environmental Services Ltd. Application for Approval of a Waste Disposal Site dated January 27, 1998 together with supporting documentation entitled "Tomlinson Environmental Services Ltd. Application to M.O.E. for a Construction and Demolition Waste Processing Facility, Lot 31, Conc. 6, Township of Osgoode, Engineering Report, January 1998", prepared by Simmering & Associates Ltd.

2. LOCATION OF RECYCLING FACILITY

The Site means the lands described the east one-half (1/2) of Lot Number Thirty-One (31) in the Sixth (6) Concession of the Township of Osgoode, containing One hundred (100) acres more or less save and except Three (3) acres off the north east corner of said Lot heretofore sold and conveyed to one Donald Robertson and save and except also that small portion of the said Lot having an area of about Three hundred and twenty-two one-thousandths (322/1000) of an acres more or less taken by the Department of Highways for the widening of the highway, which said small portion is shown on a plan attached to Instrument dated October 1937 and registered November 29, 1937 as No. 16242.

3. QUANTITIES OF DESIGNATED MATERIALS

The maximum quantities of Designated Materials that may be accepted at the Site is 41,000 tonnes/year, 6,150 tonnes/year of which may originate from outside the Regional Municipality of Ottawa-Carleton.

4. RESIDUE LIMITS

(1) The maximum quantity of Allowable Residue from the Recycling Facility for the first year of this Consent shall comply with the following formula:

$$R \leq 0.40(D-SS)$$

Where:

- R = Allowable Residue (in tonnes)
D = actual tonnes per annum of Designated Materials
SS= actual tonnes per annum of Source Separated Materials

(2) Commencing with the second year that this Consent is in effect, the maximum quantity of Allowable Residue from the Recycling Facility shall comply with the following formula:

$$R \leq 0.34(D-SS)$$

Where:

- R = Allowable Residue (in tonnes)
D = actual tonnes per annum of Designated Materials
SS= actual tonnes per annum of Source Separated Materials

(3) In the event of renewal of this Consent for a third consecutive year and for each subsequent year thereafter, if the RMOC gives written notice to the Company at any time within one hundred and eighty (180) days before or the renewal date, that the residue limits allowed pursuant to this Consent are to be changed and no new agreement can be reached between the RMOC and the Company regarding the matter of Allowable Residual limits, this Consent and these conditions are terminated the day prior to the renewal date.

5. NOTICE ADDRESSES

The Company at: R. W. Tomlinson Limited
5597 Power Road
R.R. #6
Gloucester, Ontario
KIG 3N4

Attention: Ronald Tomlinson, General Manager

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

(1) The Company shall pay to the RMOC a Residual Waste fee in accordance with the Schedule set out below:

<u>Residual Waste</u>	<u>Fee</u>
For every tonne of Residue	\$10.00

(2) Subject to subsection 6(3), the residual waste fee shall become due and be paid by the Company on an annual basis in each year that the Consent and these conditions are in effect.

(3) For any quarter where the Residual Waste exceeds that permitted by this Consent, the Residual Waste fee for that quarter shall be due to the RMOC on the last date of such quarter.

(4) The Company shall pay any amount owing to the RMOC within 30 days of the due date. Where the Company fails to pay the full amount within 30 days of the due date, the Company shall pay to the RMOC interest on the unpaid account calculated at prime rate plus one per cent for the day on which such amount is due and calculated from such date to the date of payment.

(5) In condition 6(4) of Schedule "A", "prime rate" means the lowest annual rate of interest quoted by chartered banks to the most creditworthy borrowers for prime business loans as determined and published by the Bank of Canada in the periodic publication entitled the Bank of Canada Review.

(6) The Company shall be entitled, in accordance with condition 6(7) for the first three years that this Consent is in effect to an annual rebate equal to the total residual waste fee paid to the RMOC provided that the Residue produced in a year from the Recycling Facility does not exceed the maximum quantity of Allowable Residue set out in condition 4 of Schedule "A" for that year.

(7) The rebate of the residual waste fee to be paid to the Company, pursuant to condition 6(6), shall be calculated in accordance with the following:

Rebate = Residual Waste fee (1-IDM)

where IDM is the percentage of Designated Material, expressed as a decimal, of the actual tonnes per annum of total Designated Material received at the Recycling Facility, which originates outside the Regional Municipality of Ottawa-Carleton.

(8) The rebate under condition 6(6) of Schedule "A" shall not be paid until the Company has paid the residual waste fee for each year in which the Consent is in effect and has provided the RMOC with all information which is necessary to calculate the annual rebate.

(9) Subject to condition 6(8) of Schedule "A" the annual rebate shall be paid to the Company within thirty (30) days of receipt by the RMOC of the final annual installment of the residual waste fee.

(10) The Company shall, upon request of the Environment and Transportation Commissioner, provide such data and records as are necessary for the purpose of determining the quantity of Designated Materials and Residue received at or generated from the Recycling Facility.

(11) On an annual basis, while this Consent is in effect, the RMOC shall review the amount of the Residual Waste fee paid by the Company and the amount of the annual rebate paid by the RMOC and make such adjustments as may be necessary. If as a result of such review, the Company is required to pay an amount to the RMOC, the Company shall make such payment within thirty (30) days of receiving notice of that amount from the RMOC. If as a result of such review, the Region is required to pay an amount to the Company, the Region shall make such payment within thirty (30) days of receiving the report required by this Consent which includes the twelfth (12th) month of the annual period of this Consent.

(12) Despite any other provision of this Consent the annual period of this Consent shall be from January 1 of one year to December 31 of that same year. The first annual period of this Consent will be from the date the Consent comes into force until December 31, 1999 and the first quarter shall be from the date the Consent comes into force until March 31, 1999.

WASTE FACILITY CONSENT
(solid waste facilities)

DRAFT



Facility Operator/Owner: R.W. Tomlinson Limited

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON