

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON
MUNICIPALITÉ RÉGIONALE D'OTTAWA-CARLETON

REPORT
RAPPORT

Our File/N/Réf. **31 15-92-0033-H**
Your File/V/Réf.

DATE 23 September 1996

TO/DEST. Coordinator
 Planning and Environment Committee

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

SUBJECT/OBJET **CONDITIONS OF CONSENT - HUNEAULT WASTE
MANAGEMENT LTD. - COMPOSTING FACILITY**

DEPARTMENTAL RECOMMENDATION

That the Planning and Environment Committee recommend Council approve the granting of a consent to Huneault Waste Management Ltd. for the operation of its composting facility located 3354 Navan Road, Navan, Ontario, on terms and conditions attached as Annex A to this report.

BACKGROUND

The Region's goals in granting Consents for waste diversion facilities are to ensure genuine material diversion from landfill takes place and to ensure each facility's development is consistent with Regional Council's 3Rs Plan.

The purpose of this report is to grant a consent to Huneault Waste Management Ltd. for the operation of a composting facility to be located at 3354 Navan Road, Navan, Ontario, on terms and conditions attached as Annex A to this report. The Planning and Environment Committee previously dealt with the Huneault Composting Facility's Certificate of Approval on 09 July 1996.

DISCUSSION

Huneault Waste Management Ltd. will only receive designated materials as defined by its Provisional Certificate of Approval. The designated materials include leaf and yard waste and mixed organics. The facility's service area includes the Regional Municipality of Ottawa-Carleton, the United Counties of Lennox and Addington, and the Counties of Hastings, Frontenac and Renfrew. The consent's terms and conditions (Annex A) restrict Huneault's residual from the handling, storage and processing of designated materials to three (3) percent. Further monthly reports must be submitted identifying the tonnage of designated materials received, processed and the amount of processed materials marketed .

CONSULTATION

The public consultation process is not applicable with respect to this consent. However, public consultation forms part of the Ministry of Environment and Energy's Certificate of Approval process.

FINANCIAL IMPACT

There is no financial impact to the Region

*Original signed
by P. McNally, P.Eng.*

JRH

Attach. (1)

CONDITIONS OF CONSENT FOR COMPOSTING FACILITY

(LEAF AND YARD AND MIXED ORGANICS WASTE)

WHEREAS HUNEAULT WASTE MANAGEMENT LTD. ("HUNEAULT") has sought the consent of the Regional Municipality of Ottawa-Carleton ("RMOC") pursuant to Part X of the Regional Municipalities Act to operate a composting facility;

AND WHEREAS HUNEAULT intends to operate the composting facility described in its Application for a Certificate of Approval for a Waste Disposal Site (Processing) dated September 2, 1994 and June 11, 1996 to be located on the Site;

AND WHEREAS the RMOC hereby grants its Consent (the "Consent") subject to the Conditions regulating the composting facility set out below;

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

1. For the purposes of these conditions, the following definitions shall apply:
 - a) "Certificate of Approval" means all Certificates of Approval or Provisional Certificates of Approval issued by MOEE for the Facility;

23 September 96

- b) "Composted Material" means Designated Materials which have been processed to better 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;
- c) "Composting" means a process of accelerated organic matter decomposition based on microbial self-heating to produce a humus-like product known as compost.
- d) "Daily Cover Material" means materials approved by MOEE for use on a daily basis as cover material in landfilling within the meaning of the Ontario Regulation 347 under the Environmental Protection Act (Ontario);
- e) "Designated Materials" means leaf and yard and mixed organic wastes that have been source separated at the point of generation and that may be received for processing at the Facility as approved in the Certificate of Approval for the Facility;
- f) "Facility" means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Site and described in HUNEAULT's Application for a Certificate of Approval for a Waste Disposal Site (Processing) dated September 2, 1994 and June 11, 1996 together with supporting documentation entitled "Application Requirements for a Certificate of Approval for a Leaf and Yard Waste (composting) at an existing MOEE approved landfill (Certificate of Approval #A 460702)" except for Appendix "B" (letter dated August 19, 1994);
- g) "Final Cover of Cover Material" means materials approved by MOEE for use as a final cover of cover material in landfilling within the meaning of Ontario Regulation 347 under the Environmental Protection Act (Ontario);
- h) "MOEE" means the Ontario Ministry of the Environment and Energy;
- i) "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 Composted Material by HUNEAULT and that HUNEAULT is permitted to dispose 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);

- j) "Site" means Part Lots 2, 3, 4, Concession IV, Ottawa Front, Gloucester, Regional Municipality of Ottawa-Carleton, municipally known as 3354 Navan Road, Gloucester, Ontario;
- k) "Tonnes per Day" or "TPD" means tonnes per calendar year, averaged over a one year period (Averaged annualized daily tonnage - ADDT).

2. The Facility shall be operated in accordance with all requirements of the Certificate of Approval issued by the MOEE for the Facility and all applicable laws, rules and regulations now or hereafter in effect.

3. HUNEAULT shall receive only Designated Materials at the Facility. Subject to due compliance with these conditions, HUNEAULT may accept, at the Site, the maximum of Five Hundred (500) TPD of Designated Materials for processing into Composted Materials with a maximum site storage capacity of Fifteen Thousand (15,000) tonnes.

4. Subject to due compliance with these conditions, one hundred (100%) percent of Composted Material tonnage produced from the composting operation may be used as a Final Cover of Cover Material for a landfilling operation. Zero (0%) percent of the Composted Material tonnage produced from the composting operation may be used as Daily Cover Material for a landfilling operation.

5. The Consent and these conditions are limited to the operation of the 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.

6. The maximum daily allowable Residue from the Facility which is to be disposed of within the Regional Municipality of Ottawa-Carleton shall not exceed three (3%) percent of the actual Tonnes per Day of Designated Materials received at the Facility.

7. HUNEAULT shall provide to RMOC a monthly report and an annual statement depicting the following information in a form and content satisfactory to the RMOC:

- a) the tonnage of Designated Materials received at the Facility from within the RMOC and from outside the RMOC by Municipality, Regional Municipality or County;
- b) the quantities of Composted Material shipped to market;
- c) the quantities of Composted Material used or stockpiled to be used as a Final Cover of Cover Material for a landfilling operation;
- d) the quantities of Residue;

- e) the percentage of the tonnage of Residue to the total tonnage of Designated Materials received at the Facility.

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 Consent. Annual statements shall be submitted within thirty (30) days following completion of the first twelve month period and each subsequent twelve month period.

- 8. Prior to commencing its operations, HUNEAULT 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 Facility.

9. HUNEAULT shall submit to the Environment and Transportation Commissioner of the RMOC,

- a) a copy of any application by HUNEAULT for modification or renewal of any approval, permit or licence referred to in section 8;
- b) a copy of any modification or renewal received by HUNEAULT for any approval, permit or licence referred to in section 8;
- c) a copy of each annual report for the Facility submitted to the MOEE;
- d) a copy of each annual final cover design plan for HUNEAULT's landfill operations.

10. The RMOC may, in its sole discretion, revise these conditions or add conditions to this Consent in the event that HUNEAULT'S Certificate of Approval, or any other approval, permit or licence for the Facility is modified or renewed or if HUNEAULT changes the processes or operations of the Facility in any way whatsoever.

11. HUNEAULT shall permit the RMOC, its servants, or agents, upon the production of identification, to attend at the Facility or at places where the records of the Facility are kept, during reasonable hours to inspect and make copies of such of the records of HUNEAULT as are relevant to the verification and auditing of the tonnages of Designated Materials, Composted Material and Residue

and attend at the Facility during reasonable hours to inspect the operation of the Facility for such purposes.

12. 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 Facility.

13. HUNEAULT 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 within the Regional Municipality of Ottawa-Carleton resulting from the operation of the Facility and shall take all steps to repair or remedy any damage and to replace any animal or property which cannot be repaired.

14. In the event that HUNEAULT breaches any of the terms or conditions contained herein, the RMOC shall deliver to HUNEAULT written notice of such breach. In the event that HUNEAULT 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. Sections 12 and 13 shall survive the expiration or termination of the Consent and these conditions.

15. 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.

16. 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.

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

18. The Consent and these conditions are personal to HUNEAULT and are not assignable or transferable.

19. Any notice or communication to HUNEAULT 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:

HUNEAULT at:

Huneault Waste Management Ltd.
3354 Navan Road,
Navan, Ontario
K4B 1H9
ATTENTION: Edward D. Gulliver

RMOC at:

The Regional Municipality of Ottawa-Carleton
Environment and Transportation Department
2nd Floor
111 Lisgar Street
Ottawa, Ontario, K2P 2L7

Attention: Director of Solid Waste

DATED this day of , 1996.

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

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

HUNEAULT WASTE MANAGEMENT LTD.

Date:

g:/legal/corri/agreemen/huneault.lef

23 September 96