

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

REPORT
RAPPORT

Our File/N/Réf.	31 06-95-0007-H
Your File/V/Réf.	
DATE	04 September 1996
TO/DEST.	Co-ordinator Planning and Environment Committee
FROM/EXP.	Director, Solid Waste Division Environment and Transportation Department
SUBJECT/OBJET	CONDITIONS OF CONSENT OSGOODE RECYCLING CENTRE

DEPARTMENTAL RECOMMENDATION

That the Planning and Environment Committee recommend Council approve the granting of a consent to Osgoode Recycling Centre for the operation of its waste processing facility located at 1831 Highway 31, Metcalfe, Ontario, on terms and conditions attached as Annex A to this report.

BACKGROUND

The Region's goals in granting Consents for waste management 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 Osgoode Recycling Centre (ORC) for the operation of a waste processing facility to be located at 1831 Highway 31, Metcalfe, Ontario, on terms and conditions attached as Annex A to this report. The Planning and Environment Committee previously dealt with a report on WCI's Certificate of Approval on 12 September 1995.

DISCUSSION

ORC received its Certificate of Approval (C of A) to operate a composting and wood recycling facility on 04 March 1996. The C of A allows ORC to receive the designated materials non-hazardous solid industrial and commercial waste such as construction and demolition waste, appliance, scrap metal, electronic scrap and tin products generated in Ontario. During the consent negotiations, ORC has agreed to restrict its residue generation from the handling, storage and processing of designated materials and to provide an annual report identifying material tonnage received and sent for recycling and disposal.

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.*

Annex (1)

JRH

CONDITIONS OF CONSENT FOR WASTE PROCESSING/TRANSFER FACILITY

WHEREAS OSGOODE RECYCLING CENTRE ("ORC") has sought the consent of the Regional Municipality of Ottawa-Carleton ("RMOC") pursuant to Part X of the Regional Municipalities Act to operate a waste processing/transfer facility;

AND WHEREAS ORC intends to operate the waste processing/transfer facility described in its Application for a Certificate of Approval for a Waste Disposal Site (Processing)/Waste Disposal Site (Transfer) dated August 18, 1994 and amended MOE letter dated September 2, 1994 and February 24, 1995 to be located on the Site;

AND WHEREAS the RMOC hereby grants its Consent (the "Consent") subject to the Conditions regulating the waste processing/transfer 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;
 - b) "Designated Materials" means non-hazardous solid wastes that may be received for processing at the Facility as approved in the Certificate of Approval #A710042 for the Facility;

19 September 1996

- c) "Facility" means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Site and described in ORC's Application for a Certificate of Approval for a Waste Disposal Site (Processing)/Waste Disposal Site (Transfer) dated August 18, 1994 and amended MOE letter dated September 2, 1994 and February 24, 1995 together with supporting documentation.
- d) "MOEE" means the Ontario Ministry of the Environment and Energy;
- e) "Recycled Materials" 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;
- f) "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 Material by ORC and that ORC 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);
- g) "Site" means Part Lot 11, Concession 6, Part 1, R-Plan 5R-6209 except Part 1 on R-Plan 5R-13378, Township of Osgoode, Regional Municipality of Ottawa-Carleton;

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 hereinafter in effect.

19 September 1996

3. ORC shall receive only Designated Materials at the Facility.
4. Subject to due compliance with these conditions, ORC may accept, at the Site, the maximum of nine hundred and three (903) tonnes per day of Designated Materials for processing into Recycled Materials.
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 annual allowable Residue from the Facility which is to be disposed of within the Regional Municipality of Ottawa-Carleton shall not exceed the following percentages:

Electronic Scraps and Office Equipment	6%
Construction and Demolition Materials	15%
Scrap Metals	2%
Scrap Automobile	1%
Fluorescent Bulbs	0%
Non-PCB Electrical Ballasts	0%
Ivory Aluminum Processing	10%
Appliance Recycling and Tin Products	2%

of the actual annual tonnage of Designated Materials received at the Facility.

7. ORC shall provide to RMOC an annual report depicting the following information in a form and content satisfactory to the RMOC:
- a) the tonnage of Designated Materials received at the Facility as set out by material in clause 6;

19 September 1996

- b) the quantities of Recycled Materials shipped to market;
- c) the quantities of Residue;
- d) the percentage of the tonnage of Residue to the total tonnage of Designated Materials received at the Facility.

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 commencement of operations. Submission of the report shall commence the twelfth month following commencement of operations of the Facility and shall be provided no later than thirty (30) days after the end of the twelfth month.

8. Prior to commencing its operations, ORC 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. ORC shall submit to the Environment and Transportation Commissioner of the RMOC,
- a) a copy of any application by ORC 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 ORC for any approval, permit or licence referred to in section 8; and
 - c) a copy of MOEE Annual report as per condition 18 of Certificate of Approval A710042.

10. ORC 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 ORC as are relevant to the verification and auditing

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

11. 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.

12. ORC 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.

13. In the event that ORC breaches any of the terms or conditions contained herein, the RMOC shall deliver to ORC written notice of such breach. In the event that ORC 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 11 and 12 shall survive the expiration or termination of the Consent and these conditions.

14. 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.

15. 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.

19 September 1996

16. The Consent and these conditions shall terminate in the event that ORC 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 ORC will not commence operations, or, that ORC is ceasing operations of the Facility.

17. The Consent and these conditions are personal to ORC and are not assignable or transferable.

18. Any notice or communication to ORC 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:

ORC at:

Osgoode Recycling Centre
1831 Highway 31, R.R. #3
Metcalf, Ontario
K0A 2P0

Attention: Sal Khan, President

RMOC at:

The Regional Municipality of Ottawa-Carleton
Environment and Transportation Department
5th Floor
111 Lisgar Street
Ottawa, Ontario, K2P 2L7

Attention: Director of Solid Waste

DATED this day of , 1996.

19 September 1996

THE REGIONAL MUNICIPALITY OF
OTTAWA-CARLETON

CHAIR, P. D. Clark

REGIONAL CLERK, M.J. Woollam

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

OSGOODE RECYCLING CENTRE

Date:

g:/legal/corri/agreemen/osgoode.cnt

19 September 1996