



Ministry of the Environment
Ministère de l'Environnement

PROVISIONAL CERTIFICATE OF APPROVAL
WASTE DISPOSAL SITE
NUMBER 0084-78RKAM
Issue Date: January 30, 2008

Niagara Waste Systems Limited
P.O. Box No. 100
Thorold, Ontario
L2V 3Y8

Site Location: South Landfill
Lot 31, 49, 50, and 66,
Former Township of Stamford
City of Niagara Falls, Regional Municipality of Niagara

You have applied in accordance with Section 27 of the Environmental Protection Act for approval of:

the use and operation of a 53.9 hectare waste disposal site within a total site area of 85.68 hectares having a maximum capacity of 17.7 million cubic meters, being known as the South Landfill Site

to be used for the landfilling of the following types of waste:

Solid Non Hazardous Waste which includes Asbestos

Note: Use of the site for any other type of waste is not approved under this Certificate, and requires obtaining a separate approval amending this Certificate.

For the purpose of this Provisional Certificate of Approval and the terms and conditions specified below, the following definitions apply:

"Adverse Effect" means the same as the definition in the EPA.

"Anniversary Date" means the date on which waste is first received at the *Site* ;

"Certificate" means this entire provisional Certificate of Approval document, issued in accordance with section 39 of the *EPA* , and includes any schedules to it, the application and the supporting documentation listed in schedule "A";

"Director " means any *Ministry* employee appointed in writing by the Minister pursuant to Section 5 of the EPA as a Director for the purposes of Part V of the EPA;

"District Manager " means the District Manager of the local district office of the Ministry in which the *Site* is geographically located;

"**EPA** " means *Environmental Protection Act* , R.S.O. 1990, c. E. 19, as amended;

"**Engineer** " means holder of a professional engineering licence, a temporary licence, a provisional licence, a limited licence or a certificate of authorization, as the case requires.

"**Operator** " means any person, other than the Owner's employees, authorized by the Owner as having the charge, management or control of any aspect of the site its successors or assigns;

"**Owner** " means any person that is responsible for the establishment or operation of the site being approved by this *Certificate* , and includes the Niagara Waste Systems, its successors and assignees;

"**OWRA**" means the Ontario Water Resource Act, R.S.O 1990, Chapter O.40

"**PA** " means the *Pesticides Act* , R.S.O. 1990, c. P-11, as amended from time to time:

"**PLC** " means the Public Liaison Committee;

"**Provincial Officer** " means any person designated in writing by the Minister as a provincial officer pursuant to section 5 of the *OWRA* or section 5 of the *EPA* or section 17 of *PA* .

"**Regional Director** " means the Regional Director of the local Regional Office of the Ministry in which the Site is located.

"**Regulation 232** " or "**Reg. 232** " means Ontario Regulation 232/98 (New Landfill Standards) made under the *EPA* , as amended from time to time;

"**Regulation 347** " or "**Reg. 347** " means Ontario Regulation 347, R.R.O. 1990, made under the *EPA* , as amended from time to time;

"**Regulation 419**" or "**Reg. 419**" means Ontario Regulation 419, R.R.O.2005, made under the *EPA*, as amended from time to time;

"**Site** " means the entire South Landfill Site, including the buffer lands located at Parts of lots 31, 49, 50 and 66 in the (Former Township of Stamford) City of Niagara Falls in the Regional Municipality of Niagara, approved by this *Certificate* .

"**Trained personnel**" means knowledgeable in the following through instruction and/or practice:

- i. relevant waste management legislation, regulations and guidelines;
- ii. major environmental concerns pertaining to the waste to be handled;
- iii. occupational health and safety concerns pertaining to the processes and wastes to be handled;
- iv. management procedures including the use and operation of equipment for the processes and wastes to be handled;

- v. emergency response procedures;
- vii. specific written procedures for the control of nuisance conditions;
- viii. Specific written procedures for refusal of unacceptable waste loads;
- ix. the requirements of this *Certificate* .

You are hereby notified that this approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

General

1. The Owner and Operator shall ensure that all communication made pursuant to this Certificate of Approval will refer to this Certificate of Approval No. 0084-78RKAM.
2. The *Owner* and *Operator* shall ensure compliance with all the conditions of this *Certificate* and shall ensure that persons authorized to carry out work on or operate any aspect of the *Site* is notified of this *Certificate* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
3. Except as otherwise provided for in this *Certificate* , the *Site* shall be designed, developed, built, operated and maintained in accordance with the application for this *Certificate* , dated November 21, 2006, and the supporting documentation listed in Schedule "A"
4.
 - (1) If there is a conflict between a provision of any document listed in Schedule "A" and a provision of any term or condition in this Certificate of Approval, the provision in the term or condition shall apply.
 - (2) If there is a conflict between documents listed in Schedule "A", the document bearing the most recent date shall apply.
5. The conditions of this *Certificate* are severable. If any condition of this *Certificate* , or the application of any condition of this *Certificate* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Certificate* shall not be affected thereby.
6. The receipt of any information by the *Ministry* or the failure of the *Ministry* to prosecute any person or to require any person to take any action, under this *Certificate* or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:
 - i. an approval, waiver, or justification by the *Ministry* of any act or omission of any person that contravenes any term or condition of this *Certificate* or any statute, regulation or other legal requirement; or
 - ii. acceptance by the *Ministry* of the information completeness or accuracy.

Adverse Effect

7. (1) The Owner and Operator shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the *Site*, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
- (2) The Owner shall ensure the Site is in compliance with Ontario Regulation 419/05.
8. Despite an *Owner, Operator* or any other person fulfilling any obligations imposed by this *Certificate* the person remains responsible for any contravention of any other condition of this *Certificate* or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

Inspection

9. The Owner and *Operator* shall take all reasonable steps to have trained personnel inspect the Site for any situation which may cause an adverse effect and to ensure that the Site is being operated in accordance with this Certificate.

Certificate of Requirement

10. Pursuant to Section 197 of the EPA, no person having an interest in the Site shall deal with the Site in any way without first giving a copy of this Certificate of Approval to each person acquiring an interest in the Site as a result of the dealing.
11. The Owner shall:
 - (i) Within 60 days of the date of the issuance of this Certificate, submit to the Director for their review, two copies of a completed Certificate of Requirement and a registerable description of the Property; and
 - (ii) Within 10 calendar days of receiving the Certificate of Requirement authorized by the Director, register the Certificate of Requirement in the appropriate Land Registry Office on title to the Property and submit to the Director the duplicate registered copy immediately following registration.

Transferral or Encumbrance of Site

12. No portion of this *Site* shall be transferred or encumbered prior to or after closing of the *Site* unless the *Director* is notified in advance and sufficient financial assurance is deposited with the *Ministry* to ensure that these conditions will be carried out. In the event of any change in *Ownership* of the works, other than change to a successor municipality, the *Owner* shall notify the successor of and provide the successor with a copy of this *Certificate*, and the Owner shall

provide a copy of the notification to the *District Manager* and the *Director*.

Notification

13. The *Owner* shall notify the *Director*, in writing, and forward a copy of the notification to the *District Manager*, within 30 days of the occurrence of any changes in the following information:
- i. the ownership of the *Site* ;
 - ii. the Operator of the *Site* ;
 - iii. the address of the *Owner* or *Operator* ;
 - iv. the partners, where the *Owner* or *Operator* is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act*, R.S.O. 1990, c. B.17, shall be included in the notification;

Inspection by Provincial Officer

14. No person shall hinder or obstruct any and all inspection authorized by the EPA, the OWRA and the PA of any place to which this Certificate of Approval relates, and without restricting the generality of the foregoing, to
- i. enter upon, at reasonable times, the premises or the location where the records required by the conditions of this Certificate of Approval are kept;
 - ii. have access to, inspect, and copy, at reasonable times, any records required to be kept by the conditions of this *Certificate* ;
 - iii. inspect, *at reasonable times*, the *Site* and related equipment and appurtenances;
 - iv. to inspect, at reasonable times, the practices, procedures, or operations required by the conditions of this *Certificate* ; and
 - v. to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *Certificate*, the *EPA*, the *OWRA* or the *PA* .

Information and Records Retention

15. Any information requested by the *Ministry* or by a Provincial Officer, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the Ministry, upon request, in a timely manner.
16. The receipt of any information by the *Ministry* or the failure of the *Ministry* to prosecute any person or to require any person to take any action, under this *Certificate* or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:
- a. an approval, waiver, or justification by the *Ministry* of any act or omission of any person that contravenes any term or condition of this *Certificate* or any statute, regulation or other legal requirement; or
 - b. acceptance by the *Ministry* of the information completeness or accuracy.

17. The *Owner* shall retain records required by this Certificate of Approval for two (2) years except as otherwise authorized in writing by the *Director* .
18. The *Owner* shall maintain copies of documents listed in Schedule "A" of this Certificate and make them available for inspection by a *Provincial Officer* upon request.

Financial Assurance

19. (1) No waste shall be received at the site until the Director has been provided the first installment of the financial assurance as identified in Schedule "E" which was determined using the calculations provided in Items 24 and 25 in Schedule "A". Financial Assurance shall be provided in a form acceptable to the Director.
 - (2) The Owner shall provide each subsequent installment of financial assurance identified in Schedule "E" and Item 25 of Schedule "A" (Schedule of Payments) by January 31 of each year.
 - (3) Installment amounts following the end of the 4-year period identified in Schedule "E" shall be re-calculated based on the financial assurance re-evaluation report required under Condition No. 20
20. By no later than **January 1, 2011**, and every three years thereafter, the Owner shall submit a Financial Assurance Re-Evaluation Report to the *Director* for approval, with copies to the *District Manager*. The re-evaluation report shall include:
- i. updates of the discount, interest and inflation rates associated with the requirements for financial assurance in this *Certificate* including justifications and sources of the proposed rates; and
 - ii. a report prepared by a qualified professional engineer which updates the cost estimates on which the amounts associated with the requirements for financial assurance in this *Certificate* are based. The report shall take into consideration the:
 - (1) actual amounts of waste landfilled;
 - (2) projected rate of fill;
 - (3) progressive capping of completed fill areas;
 - (4) leachate generation rates;
 - (5) landfill gas generation rates;
 - (6) contaminating life span of the Site with respect to groundwater, surface water and landfill gas;
 - (7) any measures that have been carried out or need to be carried out to prevent and ameliorate any adverse effect that relates to the site; and
 - (8) annual inspection, maintenance, and monitoring costs, including

costs for leachate treatment and disposal and landfill gas use or discharge.

(iii) Updates on required Contingency Costs for the *Site*.

(2) In the event a updated sewer-use discharge agreement is not reached between the *Owner* and the upper or lower tier Municipal Government to address all leachate volumes generated at the *Owner 's Site* , the *Owner* shall include all costs for the handling, transport and disposal of leachate at the site in the financial assurance calculations .

21. If any financial assurance is scheduled to expire or notice is received, indicating financial assurance will not be renewed, and satisfactory methods have not been made to replace the financial assurance at least 60 days before the financial assurance terminates, the financial assurance shall forthwith be replaced by cash.

Public Liaison Committee

22. Upon issuance of the *Certificate* , the *Owner* shall incorporate into the existing Walker Public Liaison Committee the dissemination of information, review and exchange of information and monitoring results relevant to the operation of the *Site* .

23. The *Owner* shall provide the following to the *PLC* for review and recommendations:

- i. update of landfilling operations at the site
- ii. the Annual Report required by Condition No. (88)
- iii. proposed changes to the Certificate of Approval for the Site; and
- iv. complaints and complaint response procedures
- v. closure plans

24. The *Owner* shall review annually in consultation with the members of the *PLC* the need for the committee, and the committee may be suspended upon consent of the *Regional Director* should there be insufficient interest among the public members.

25. The *Owner* shall not construe any recommendations provided by the *PLC* as supervisory or regulatory to the operation of the *Site* or as an approval of operations of the site.

Construction, Installation and Planning

Major Works

26. For the purposes of this *Certificate*, major works includes, but are not limited to the following:

- i. Liner system;
- ii. Leachate management system;
- iii. Groundwater management system;