

Ministry of the Environment
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October 28, 2011

Leslie Pietrobon
Niagara Waste Systems Limited
Post Office Box, No. 100
Thorold, Ontario
L2V 3Y8

Dear Sir/Madam:

**Re: Application for Approval of Waste Disposal Sites
Amendment to Enclose Waste Pre-Processing in a Building
Town of Thorold , Regional Municipality of Niagara
MOE Reference Number 4822-7EULJR**

I have amended your Provisional Certificate of Approval and have attached it to this letter. In regards to your re-evaluation of Financial Assurance, the Ministry of the Environment ("MOE") has reviewed the submission and has revised the amount of financial assurance to CAD\$511,207.00. The Financial Assurance must be submitted within twenty (20) days of issuance of this amended Provisional Certificate of Approval.

Please be advised that pursuant to Condition 8.2 of amended Provisional Certificate of Approval No. A121001, you are required to submit your next Financial Assurance re-evaluation by October 31, 2014 to the Director (Environmental Assessment and Approvals Branch, MOE) with copies to the Niagara District Manager, MOE. For your next re-evaluation, please use the most recent version of the Financial Assurance Guideline (Guideline F-15), which is accessible on the MOE website.

If you have any questions regarding the above, please contact me at the above phone number.

Yours truly,

A handwritten signature in cursive script that reads "L. Guichelaar".

Lucie Guichelaar
Waste Evaluator

c: District Manager, MOE Niagara
Leslie Petrobon, Walker Industries Holdings Limited

**AMENDED PROVISIONAL CERTIFICATE OF APPROVAL
WASTE DISPOSAL SITE**

NUMBER A121001

Issue Date: October 27, 2011

Integrated Municipal Services Inc.
Post Office Box, No. 100
Thorold, Ontario
L2V 3Y8

Site Location: IMS Compost Site
3879 Thorold Townline Road
City of Thorold, 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 Waste Disposal Site (Landfill) and the use and operation of a 5.3 hectare Waste Disposal Site (Composting) within a total Site area of 13 hectares, serving the Province of Ontario, consisting of the following:

- *one 2.8 hectare pad to be used for open windrow composting and/or for a modified GORE Cover System;*
- *a 7832 m² GORE Cover System on an asphalt pad to be used for in vessel composting;*
- *one 1,095 m² fully enclosed building to be used for the receiving of SSO waste;*
- *one 726 m² partially enclosed structure used as a processing area;*
- *one 9,359 m³ stormwater pond;*
- *a stormwater pond aeration system consisting of a series of surface water aerators and/or one windmill system; and*
- *ancillary structures such as roads, weigh scales, office building and other equipment and infrastructure as required for the operation of the Site.*

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

- (a) **"Act"** and **"EPA"** means the *Environmental Protection Act*, R.S.O. 1990, C. E-19 as amended;
- (b) **"aggregate waste"** means waste asphalt, concrete, paving stone, brick and other aggregates;

- (c) “**agricultural waste**” means waste generated from agricultural activities including crop residues, spoiled silage, animal manure, animal bedding and spent mushroom compost and similar residential waste including household pet excrement, cat litter and pet bedding;
- (d) “**aquatic waste**” means wastes generated from aquatic sources including aquatic plants and animals and driftwood;
- (e) “**Certificate**” means Provisional Certificate of Approval No. A121001;
- (f) “**competent person**” means an employee who has received training in accordance with Condition 21.1 and is qualified because of knowledge, training and experience, to organize the work and its performance;
- (g) “**Director**” means a Director of the Environmental Assessment and Approvals Branch of the Ontario Ministry of the Environment;
- (h) “**District Manager**” means the District Manager, Niagara District Office, Ontario Ministry of the Environment;
- (i) “**finished compost**” means compost that satisfies the maturity requirements of Condition 24.1 and meets the criteria specified in Schedule “B”;
- (j) “**food waste**” means waste from residential, institutional, commercial and industrial operations which was intended for human or animal consumption;
- (k) “**leaf and yard waste**” means grass clippings, branches, shrubs, houseplants and potting soil;
- (l) “**liquid industrial waste**” means off-specification alcoholic (less than 24% alcohol) and non-alcoholic beverages and food which does not meet *Ontario Regulation 347* Schedule 9 (slump test);
- (m) “**Ministry**” and “**MOE**” means the Ontario Ministry of the Environment;
- (n) “**Operator**” means Integrated Municipal Services Inc.;
- (o) “**Ontario Regulation 347**” means Ontario Regulation 347, R.R.O. 1990, General - Waste Management, made under the *Act*, as amended from time to time;
- (p) “**Owner**” means Integrated Municipal Services Inc.;
- (q) “**pre-consumer organic waste**” means off-spec produce, trimmings and peelings from fruit and vegetables, waste from food processing plants, brewing and wine making;

- (r) “**Provincial Officer**” means a person who is designated by the *Ministry* as a Provincial Officer for the purposes of the *Act*, the *Ontario Water Resources Act*, the *Pesticides Act*, and their respective regulations;
- (s) “**residual waste**” means waste resulting from the operation of the Site and directed for final disposal;
- (t) “**Site**” means the operation being approved under this *Certificate*, located at Parts of Blocks 43, 44, 45 and 231A as shown in the Regional Municipality of Niagara, Corporation Plan 11 Town of Thorold, Regional Municipality of Niagara, Ontario;
- (u) “**solid non-hazardous waste**” means compostable waste that meets Schedule B of this *Certificate*;
- (v) “**source separated organic waste**” and “**SSO waste**” means organic waste that has been separated from other waste under a program operated by or for a municipality;
- (w) “**wood waste**” means waste that is wood or a wood product as defined by *Ontario Regulation 347*.

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

TERMS AND CONDITIONS

1.0 Revoke and Replace

- 1.1 This *Certificate* revokes Certificate of Approval No. A121001 issued October 31, 2007 and Notice No. 1 issued August 28, 2008. The approval given herein, including the terms and conditions set out, replaces all previously issued approvals and related terms and conditions, including documents attached to the Certificate of Approval No. A121001 as Schedule "A", under Part V of the *Act* for this *Site*.

2.0 Compliance

- 2.1 The *Owner* and *Operator* shall ensure compliance with all the conditions of this *Certificate* and shall ensure that any person 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.
- 2.2 Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *Certificate*.

3.0 In Accordance

- 3.1 Except as otherwise provided by these conditions, the *Site* shall be designed, developed, used, maintained and operated, and all facilities, equipment and fixtures shall be built and installed, in accordance with the Application for a Certificate of Approval for a Waste Disposal Site and supporting documentation, and plans and specifications listed in Schedule "A".
- 3.2 No additional waste shall be accepted at the *Site* for final disposal (i.e. landfilling).
- 3.3 All applications to amend this *Certificate* shall include submission of a revised Design and Operations Report.
- 3.4
- a) A final detailed design shall be prepared for a planned expansion of the GORE System to be constructed at the *Site* consistent with the conceptual design of the *Site* as presented in Item (2) in Schedule "A".
 - b) The final detailed design for a planned expansion of the GORE System shall include detailed drawings and specifications;
 - c) The final detailed design for a planned expansion of the GORE System shall be submitted to the *Director* for approval, with two (2) copies to the District Manager.
 - d) No construction of the planned expansion of the GORE System shall commence prior the *Director* approving, in writing, the final detailed design. An expansion of the GORE System shall be constructed in accordance with the approved final detailed design and shall be implemented as approved by the *Director*.

4.0 Interpretation

- 4.1 Where there is a conflict between a provision of any document, including the application, referred to in this *Certificate*, and the conditions of this *Certificate*, the conditions in this *Certificate* shall take precedence.
- 4.2 Where there is a conflict between the application and a provision in any documents listed in Schedule "A", the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the *Ministry* approved the amendment.
- 4.3 Where there is a conflict between any two documents listed in Schedule "A", other than the application, the document bearing the most recent date shall take precedence.

4.4 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.

5.0 Other Legal Obligations

5.1 The issuance of, and compliance with, this *Certificate* does not:

- (a) relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
- (b) limit in any way the authority of the *Ministry* to require certain steps be taken or to require the *Owner* and *Operator* to furnish any further information related to compliance with this *Certificate*.

5.2 The *Owner* shall ensure that:

- (a) all wastes at the *Site* are managed and disposed in accordance with the *Act* and *Ontario Regulation 347*; and
- (b) all waste is transported from the *Site* in accordance with *Ontario Regulation 347*.

5.3 The *Owner* shall ensure that:

- (a) all wastewater is discharged in accordance with the *Ontario Water Resources Act*, R.S.O. 1990 and any applicable Municipal Sewer Use By-Law(s); and
- (b) the *Site* is not operated unless all air approvals under Section 9 of the *Act*, where applicable, have been obtained.

6.0 Adverse Effect

6.1 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.

6.2 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.

7.0 Change of Owner

7.1 The *Owner* and/or *Operator* shall notify the *Director* in writing of any of the following changes within thirty (30) days of the change occurring:

- (a) change of ownership of the *Site* and/or *Operator* of the *Site* or both;
- (b) change of address or address of the new *Owner* and/or *Operator*;

- (c) change of partners where the *Owner* is or at any time becomes a partnership, and a copy of the most recent declaration filed under the *Business Names Act*, 1991 shall be included in the notification to the *Director*;
- (d) any change of name of the corporation where the *Owner* is or at any time becomes a corporation, and a copy of the most current "Initial Notice or Notice of Change" (form 1 or 2 of Ontario Regulation 182, Chapter C-39, R.R.O. 1990 as amended from time to time), filed under the *Corporations Information Act* shall be included in the notification to the *Director*; and
- (e) change in directors or officers of the corporation where the *Owner* is or at any time becomes a corporation, and a copy of the most current "Initial Notice or Notice of Change" as referred to in 10(d), supra.

7.2 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.

7.3 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 proof of this notification to the *District Manager* and the *Director*.

8.0 Financial Assurance

8.1 The *Owner* shall submit to the *Director*, financial assurance as defined in Section 131 of the *Act*, for the amount of five hundred and eleven thousand, two hundred and seven dollars (\$511,207). This financial assurance shall be in a form acceptable to the *Director* and shall provide sufficient funds for the analysis, transportation, *Site* clean-up, monitoring and disposal of all quantities of waste on the *Site* at any one time.

8.2 Commencing on October 31, 2014 and at intervals of three (3) years thereafter, the *Owner* shall submit to the *Director* a re-evaluation of the amount of financial assurance to implement the actions required under Condition 8.1. The re-evaluation shall include an assessment based on any new information relating to the environmental conditions of the *Site* and shall include the costs of additional monitoring and/or implementation of contingency plans required by the *Director* upon review of the closure plan and annual reports. The financial assurance must be submitted to the *Director* within twenty (20) days of written acceptance of the re-evaluation by the *Director*.

8.3 Commencing on October 31, 2012, the *Owner* shall prepare and maintain at the *Site* an updated re-evaluation of the amount of financial assurance required to implement the actions required under Condition 8.1 for each of the intervening years in which a re-evaluation is not required to be submitted to the *Director* under Condition 8.2. The re-evaluation shall be made available to the *Ministry*, upon request.

8.4 The amount of financial assurance is subject to review at any time by the *Director* and may be amended at his/her discretion. 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 sixty (60) days before the financial assurance terminates, the financial assurance shall forthwith be replaced by cash.

9.0 Certificate of Prohibition

9.1 Pursuant to Section 197 of the *Act*, no person having an interest in the *Site* shall deal in any way with the *Site* without first giving a copy of this *Certificate* to each person acquiring an interest in the *Site* as a result of the dealing.

9.2 The *Owner* shall ensure that a Certificate of Prohibition, containing a registerable description of the *Site*, is registered in the appropriate land registry office on title to the *Site* and a duplicate registered copy has been submitted to the *Director*.

10.0 Inspections

10.1 The *Owner* and/or *Operator* shall allow *Ministry* personnel, or a *Ministry* authorized representative(s), upon presentation of credentials, to:

- (a) carry out any and all inspections authorized by Section 156, 157 or 158 of the *Act*, Section 15, 16 or 17 of the *Ontario Water Resources Act*, R.S.O. 1990, or Section 19 or 20 of the *Pesticides Act*, R.S.O. 1990, as amended from time to time, of any place to which this *Certificate* relates; and,
- (b) without restricting the generality of the foregoing, to:
 - (i) enter upon the premises where the records required by the conditions of this *Certificate* are kept;
 - (ii) have access to and copy, at reasonable times, any records required by the conditions of this *Certificate*;
 - (iii) inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations required by the conditions of this *Certificate*; and
 - (iv) sample and monitor at reasonable times for the purposes of assuring compliance with the conditions of this *Certificate*.

11.0 Information and Record Retention

11.1 (a) The *Owner* and/or *Operator* shall, forthwith upon request of the *Director*, *District Manager*, or *Provincial Officer*, furnish any information requested by such persons with respect to compliance with this *Certificate*, including but not limited to, any records required to be kept under this *Certificate*; and

- (b) In the event the *Owner* and/or *Operator* provides the *Ministry* with information, records, documentation or notification in accordance with this Certificate (for the purposes of this condition referred to as "Information"),
 - (i) the receipt of Information by the *Ministry*;
 - (ii) the acceptance by the *Ministry* of the Information's completeness or accuracy; or
 - (iii) the failure of the *Ministry* to prosecute the *Owner* and/or *Operator*, or to require the *Owner* and/or *Operator* to take any action, under this Certificate or any statute or regulation in relation to the Information;
 shall not be construed as an approval, excuse or justification by the *Ministry* of any act or omission of the *Owner* and/or *Operator* relating to the Information, amounting to non-compliance with this Certificate or any statute or regulation.

11.2 Any information relating to this *Certificate* and contained in *Ministry* files may be made available to the public in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. F-31.

11.3 All records and monitoring data required by the conditions of this *Certificate* must be kept on the *Owner's* premises for a minimum period of two (2) years from the date of their creation.

11.4 The *Owner* and/or *Operator* shall ensure that all communications/correspondence with the *Ministry* made pursuant to this *Certificate* includes reference to the Provincial Certificate of Approval number A121001.

12.0 Service Area

12.1 The *Owner* and/or *Operator* shall ensure that more than 50% of the waste received at the *Site* is generated within the geographic area of the Regional Municipality of Niagara. The remainder of the waste received, up to the maximum capacity approved in Condition 13.1(a), shall be generated within the Province of Ontario.

13.0 Approved Waste Types and Quantities

13.1 (a) The total amount of all types of waste, which may be received at this *Site*, shall not exceed 90,000 tonnes per year. No biosolids (paper mill residue, sewage biosolids) shall be accepted at the *Site*.

- (b) (i) The maximum amount of waste received at the *Site* shall not exceed 2675 tonnes per day.
- (ii) Subject to 13.1(a), 13.1(b)(i), 13.1(c) and 13.2 the maximum daily rate at which each category of waste received at the *Site* shall not exceed the following:

Category of Waste	Maximum per day
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	(Tonnes)
<i>agricultural waste</i>	250
<i>aggregate waste</i>	200
<i>aquatic waste</i>	25
<i>food waste</i>	200
<i>leaf and yard waste</i>	1000
<i>pre-consumer organic waste</i>	250
<i>solid non-hazardous waste</i>	250
<i>liquid industrial waste</i>	200
<i>wood waste</i>	250
<i>source separated organic waste</i>	750

- (c) The maximum daily rate of residual waste transferred from the *Site* and destined for final disposal, shall not exceed 1000 tonnes per day based on a weekly (Monday through Saturday) average.
- 13.2 The *Owner* and/or *Operator* must ensure that the maximum amount of *leaf and yard waste*, *wood waste*, *residual waste*, *aggregate waste*, in process waste, curing compost and *finished compost* stored at the *Site* shall not exceed 75,000 tonnes of which no more than 2500 tonnes shall be *aggregate waste*.
- 13.3 The *Owner* and/or *Operator* shall not accept any individual waste source, additive, bulking agent or inoculant that exceeds the metal concentrations limits, as calculated on a dry weight basis, as set out in Schedule "B" of this *Certificate*.
- 13.4 The *Owner* and/or *Operator* shall inspect all incoming loads to ensure that only waste that is approved under this *Certificate* is received at this *Site*.
- 14.0 Hours of Operation**
- 14.1 The *Owner* and/or *Operator* shall ensure that waste is only accepted at the *Site* between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday.
- 15.0 Signage and Security**
- 15.1 The *Site* shall be maintained in a secure manner, such that unauthorized vehicles cannot enter the *Site*.
- 15.2 The *Owner* and/or *Operator* shall limit access to and from the *Site* to the approved hours of operation and when the *Site* is supervised by a *competent person*.
- 15.3 A sign shall be installed and maintained at the main entrance/exit to the *Site* on which is legibly displayed the following information:
- (a) the name of the *Site* and *Owner*;

- (b) the number of the *Certificate*;
- (c) the name of the *Operator*;
- (d) a twenty-four (24) hour telephone number to reach the *Owner* and/or *Operator* in the event of an emergency or complaint.

16.0 Waste Storage

- 16.1
- (a) All incoming waste received outdoors for the purpose of composting shall be incorporated into the compost windrows (piles) within 24 hours of its receipt at the *Site*, with the exception of the *wood waste*, leaves, branches and shrubs;
 - (b) All incoming waste received inside the fully enclosed building shall be incorporated within 72 hours of its receipt at the *Site*;
 - (c) All packaged waste received shall be placed directly into a containment area that has been specially prepared to receive the waste;
 - (d) Packaged waste shall be opened in the containment area in a manner which releases the contents of the package prior to incorporating the contents into the windrows on the day of receipt; and
 - (e) All *liquid industrial waste* received shall:
 - (i) be sprayed directly onto the compost piles; or
 - (ii) be placed within a bermed containment area created to receive the *liquid industrial waste*. *Liquid industrial waste* shall be incorporated into windrows on the day of receipt.

17.0 Nuisance Control

- 17.1
- (a) The *Owner* and/or *Operator* shall operate and maintain the *Site* in an environmentally safe manner which ensures the health and safety of all persons and the protection of the environment;
 - (b) If, at any time problems such as dust, odours, vectors, litter, or other nuisances are generated at the *Site*, resulting in complaint(s) received by this *Ministry* or the *Owner* or *Operator*, then the *Owner* and/or *Operator* shall take appropriate remedial action immediately. Appropriate remedial action may include the cessation of all operations until the problem has been rectified and measures have been undertaken to prevent future occurrences; and
 - (c) The *Owner* and/or *Operator* shall ensure that all vehicles and equipment leaving this *Site* do not drag, off-site and out onto Municipal streets, waste, dirt and/or other material that may become a contaminant or a public safety issue.
- 17.2 No burning or incineration of any materials is permitted at the *Site* under this *Certificate*.

18.0 Stormwater Management

- 18.1 The *Owner* and/or *Operator* shall construct, operate and maintain a 9,359 m³ stormwater pond in accordance with Item 4 of Schedule "A".
- 18.2 The *Owner* and/or *Operator* shall operate and maintain surface aerators and/or a windmill in accordance with Item 2 of Schedule "A".

19.0 Site Inspection and Preventative Maintenance

- 19.1 The *Owner* and/or *Operator* must conduct regular inspections of the equipment and facilities to ensure that all equipment and facilities at the *Site* are maintained in good working order at all times. Any deficiencies, that might negatively impact the environment, detected during these regular inspections must be promptly corrected. A record, available for review by a *Provincial Officer*, must be maintained, which includes the following:
- (a) name and signature of trained personnel conducting the inspection;
 - (b) date and time of the inspection;
 - (c) list of equipment inspected and all deficiencies, that might negatively impact the environment, observed;
 - (d) a detailed description of the maintenance activity;
 - (e) date and time of maintenance activity; and
 - (f) recommendations for remedial action and actions undertaken.
- 19.2 (a) The *Owner* and/or *Operator* shall develop and implement a preventative maintenance program for all on-site machinery and equipment associated with the processing or management of all waste or emission control equipment.
- (b) The preventative maintenance program shall consist of the following as a minimum:
- (i) the program shall specifically stipulate the part of the equipment inspected for all process equipment on *Site*;
 - (ii) the frequency of the inspections required and carried out; and
 - (iii) the dates of any repairs conducted.
- (c) The preventative maintenance program and all records related to the preventative maintenance program shall be available on-site for inspection by a *Provincial Officer* upon request.

20.0 Spills

- 20.1 The *Owner* and/or *Operator* shall promptly take all necessary steps to contain and clean up any spills which result from the operation of the *Site*.

20.2 All spills, as defined in the *Act*, shall be immediately reported to the *Ministry's* Spills Action Centre at (416) 325-3000 or 1-800-268-6060 and shall be recorded in a written log or an electronic file format, referred to in Condition 23.1 of this *Certificate*, as to the nature of the spill or upset, and the action taken for clean-up, correction and prevention of future occurrences.

21.0 Staff Training

21.1 The *Owner* and/or *Operator* shall ensure that all operators at the *Site* have been trained with respect to:

- (a) the terms, Conditions and operating requirements of this *Certificate*;
- (b) the operation and management of all transfer, process, storage and contingency measures equipment;
- (c) any environmental concerns pertaining to the *Site* and wastes to be processed; and
- (d) relevant waste management legislation and Regulations under the *Act* and the *Ontario Water Resources Act* R.S.O. 1990.

22.0 Complaint Response Procedure

22.1 If at any time, the *Owner* and/or *Operator* receives complaints regarding the operation of the *Site*, the *Owner* and/or *Operator* shall respond to these complaints according to the following procedure:

- (a) The *Owner* and/or *Operator* shall record each complaint on a formal complaint form entered in a sequentially numbered log book. The information recorded shall include:
 - (i) the nature of the complaint;
 - (ii) the name, address and the telephone number of the complainant, if the complainant agrees to provide it; and
 - (iii) the time and date of the complaint;
- (b) The *Owner* and/or *Operator*, upon notification of the complaint shall initiate the Complaint Response Procedure included in Item 2 of Schedule "A"; and
- (c) The *Owner* and/or *Operator* shall retain on-site a written report prepared within one (1) week of the complaint date which shall be revised weekly until such time as the complaint has been resolved, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the re-occurrence of similar incidents.

23.0 Record Keeping

23.1 The *Owner* and/or *Operator* shall maintain, at the *Site*, a log book or electronic file which records daily the following information:

- (a) date of record;
- (b) types, quantities and source of waste received;
- (c) quantity of the *residual waste* on the *Site*;

- (d) volume, weight and recipient of the *finished compost* (excluding small quantity for retail sale) and the *residual waste* leaving the *Site*;
- (e) a record of daily inspections including the following information as a minimum; time and date of inspection, name and title of inspector, potential impacts noted, remedial actions taken, measures to prevent the problem from recurring; and
- (f) all complaints that are received, the type, the date and time of the incident, weather conditions (including wind speed and direction) and the operations being conducted at the time of the incident and the action taken to remediate the problem. The *Owner* and/or *Operator* shall use this information to adapt their future operations to minimize the potential for a repeated incident.

24.0 Quality Control

- 24.1 Compost is considered to be a mature when the compost has been cured for a minimum of six (6) months under aerobic conditions or when the following has been met:
- (a) the compost has been cured for a minimum period of 21 days; and
 - (b) the compost meets one of the following maturity criteria:
 - (i) the respiration rate is less than, or equal to, 400 mg of O₂ per kilogram of volatile solids (or organic matter) per hour as determined by an accredited test method such as TMEC.05.08-A or TMECC.05.08-B; or
 - (ii) the carbon dioxide evolution rate is less than, or equal to, 4 milligrams of carbon in the form of CO₂ per gram of organic matter per day as measured by BNQ 0413-220A or TMECC.05.08-B; or
 - (iii) a temperature rise of less than 8 °C measured in situ over three (3) days, 0.5 metres into the pile, under aerobic conditions (within 24 hours of turning) at 45-55% moisture content with ambient air warmer than 5 °C;
- 24.2 For every 5,000 tonnes of the compost produced, the *Owner* and/or *Operator* shall take representative composite samples of the compost and analyze them to ensure that they meet the criteria set out in Schedule "B" of this *Certificate*.
- 24.3 (a) Prior to the transfer of *finished compost* from the *Site*, the *Owner* and/or *Operator* shall conduct a review of the data associated with the batch of compost, which shall include as a minimum:
- (i) reviews of analytical results, if any, of the waste used as feedstock; and
 - (ii) review of temperature readings and residency times achieved during the composting process; and
 - (iii) verification of six (6) month curing period or a review of maturity test results; and
 - (iv) review of analytical results required by Condition 24.2.
- (b) In the event that the compost produced does not meet Schedule "B" parameters, excluding pathogens, the compost is considered to not have met compost quality requirements and is considered a waste and must be handled and disposed in accordance with *Ontario Regulation 347*;

- (c) In the event that the compost produced does not meet Schedule "B" pathogen parameters, or if the temperature readings and residency times were not achieved during the composting process, the *Owner* may incorporate the compost back into the composting process at the preprocessing stage;
- (d) In the event that the maturity requirements of Condition 24.1 have not been met, the *Owner* shall continue the curing phase until such time as the compost has reached maturity;
- (e) Where *finished compost* has met temperature readings and residency times and Schedule "B" parameters and has reached maturity, the compost is not classified as a waste by *Ontario Regulation 347* and can be released for unrestricted use.

25.0 Annual Report

- 25.1 By March 31st of each year, the *Owner* and/or *Operator* shall prepare and submit to the *District Manager* an annual report covering the previous calendar year. Each report shall include, as a minimum, the following information:
- (a) a detailed monthly summary of the type and quantity of all wastes received and transferred from the *Site*, including the destination of the waste and the *finished compost*, in accordance with Condition 23.1;
 - (b) organic matter content, carbon nitrogen (C/N) ratio, metal analysis and organic chemical analysis of the *finished compost*;
 - (c) any environmental and operational problems, that could negatively impact the environment, encountered during the operation of the *Site* and during the facility inspections and any mitigative actions taken;
 - (d) a statement as to compliance with all Conditions of this *Certificate* and with the inspection and reporting requirements of the Conditions herein; and
 - (e) any recommendations to minimize environmental impacts from the operation of the *Site* and to improve *Site* operations and monitoring programs in this regard.

26.0 Closure Plan

- 26.1 (a) The *Owner* must submit to the *District Manager*, a detailed schedule/timetable for the implementation of the closure plan included in Item 2 of Schedule "A" one (1) month prior to closure of the *Site*.
- (b) Within ten (10) days after closure of the *Site*, the *Owner* must notify the *Director* and the *District Manager*, in writing, that the *Site* has been closed in accordance with the approved closure plan.

SCHEDULE "A"

This Schedule "A" forms part of Provisional Certificate of Approval No. A121001.

1. Application for a Certificate of Approval for a Waste Disposal Site, signed by Alison Braithwaite, Director, Environmental Performance, dated October 23, 2009.
2. IMS Compost Facility, Design and Operations Report, dated May 26, 2010.
3. Letter from L. Aurora, Integrated Municipal Services to MOE Environmental Assessment and Approvals Branch, dated April 9, 2010 re: summary of amendments requested for Certificate of Approval No. A121001.
4. Integrated Municipal Services, Stormwater Management Report, dated April 9, 2010.
5. IMS Compost Facility Design and Operations Report, dated May 26, 2010, Revised June 2011.

SCHEDULE "B"

This Schedule "B" forms part of Provisional Certificate of Approval No. A121001:

Parameter	Concentration
Metals	(mg/kg dry weight)
arsenic	13
cadmium	3
chromium	210
cobalt	34
copper	100
lead	150
mercury	0.8
molybdenum	5
nickel	62
selenium	2
zinc	500
Organic chemicals	(mg/kg dry weight)
PCB	0.5
Pathogens	
fecal coliforms	<1000 MPN*/g of total solids calculated on a dry weight basis
salmonellae	<3 MPN*/4g total solids calculated on a dry weight basis
Non-biodegradable matter**	% dry weight
plastic	1
other	2

* Most Probable Number (applies to finished compost only)

** will not fit through a size 8 mesh

The reasons for the imposition of these terms and conditions are as follows:

The reason for Condition 1.1 is to clarify that Certificate of Approval No. A121001 issued on October 31, 2007 is no longer in effect and has been replaced and superseded by the Terms and Conditions stated in this Certificate.

The reason for Conditions 2.1, 2.2, 3.3, 5.1, 5.2, 5.3, 6.1, 11.1, 11.2 and 11.4 is to clarify the legal rights and responsibilities of the Owner and Operator under this Certificate.

The reasons for Conditions 3.1 and 25.1 is to ensure that the Site is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the Owner, and not in a manner which the Director has not been asked to consider.

Condition 3.2 has been included to acknowledge the closure of the landfill.

The reason for Condition 3.4 is to ensure that the Site is ensure that the Ministry approves any expansion of the GORE System at the Site.

The reason for Conditions 4.1, 4.2, 4.3 and 4.4 is to clarify how to interpret this Certificate in relation to the application and supporting documentation submitted by the Owner.

Condition 6.2 was included to emphasize that performing the requirements of the terms and conditions of this Certificate does not absolve or excuse any person from the requirements and obligations of any other federal, provincial or municipal legislation.

The reason for Condition 7.1 is to ensure that the Site is operated under the corporate name which appears on the application form submitted for this approval.

The reason for Condition 7.2 is to restrict potential transfer or encumbrance of the Site without the approval of the Director. Any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this Certificate.

The reason for Condition 7.3 is to ensure that subsequent owners of the Site are informed of the terms and conditions of this Certificate. This also applies to all supporting documentation listed in Schedule "A".

The reason for Conditions 8.1, 8.2, 8.3 and 8.4 is to ensure that sufficient funds are available to the Ministry to clean up the Site in the event that the Owner is unable or unwilling to do so.

Conditions 9.1 and 9.2 are included, pursuant to subsection 197(1) of the Act, to provide that any persons having an interest in the Site, including acquiring ownership of all or part of the Site, or operating all or part of the Site on behalf of the Owner, are aware that the land has been approved and used for the purposes of waste disposal.

The reason for Condition 10.1 is to ensure that appropriate Ministry staff have ready access to the Site for inspection of facilities, equipment, practices and operations required by the conditions in this Certificate. This condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the Act and Ontario Water Resources Act R.S.O. 1990.

The reason for Condition 11.3 is to ensure the availability of records and drawings for inspection and information purposes.

Condition 12.1 has been included to comply with the requirements of the Niagara Escarpment Commission Development Permit.

The reason for Condition 13.1 is to specify the types and amounts of waste that may be accepted for disposal at the Site, based on the Owner's application and supporting documentation.

Condition 13.3 is included to prevent the dilution of contaminated waste with other waste.

Condition 13.2 is included to ensure that the approved storage capacity is clearly specified and is covered by the proposed amount of the financial assurance.

The reason for Condition 13.4 is to ensure that the types of waste received at the Site are in accordance with that approved under this Certificate.

The reason for Conditions 14.1, 17.1 and 17.2 is to ensure that the site is operated in a manner which does not result in a nuisance or a hazard to the health and safety of the environment or people.

The reason for Condition 15.1 and 15.2 is to minimize the risk of unauthorized entry and to ensure the Site is only operated in the presence of trained personnel and to ensure proper management of waste.

The reason for Condition 15.3 is to ensure that emergency responders and the public have the necessary contact information in the event of an emergency or complaint.

Condition 16.1 is included to ensure that waste storage is done in a manner and duration which does not result in a nuisance or a hazard to the health and safety of the environment or people.

The reason for Conditions 18.1 and 18.2 is to ensure that stormwater and leachate generated at the Site is disposed of in an environmentally acceptable manner.

The reason for Conditions 19.1 and 19.2 is to ensure that all equipment and facilities are maintained in good working order.

The reason for Conditions 20.1 and 20.2 is to ensure that the Owner immediately responds to a spill and notify the Ministry forthwith of any spills as required in Part X of the Act so that appropriate spills response can be determined.

The reason for Condition 21.1 is to ensure that the Site is supervised and operated by properly trained staff.

The reason for Condition 22.1 is to ensure that complaints are properly and quickly resolved and that complaints and follow-up actions have been documented.

The reason for Condition 23.1 is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this Certificate, the Act and its regulations.

The reason for Conditions 24.1, 24.2 and 24.3 is to demonstrate that the quality of finished compost is acceptable.

The reason for Condition 26.1 is to ensure that the Site is closed in accordance with Ministry standards and to protect the health and safety of the environment.

This Provisional Certificate of Approval revokes and replaces Certificate(s) of Approval No. A121001 issued on October 31, 2007, as amended.

In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, as amended, you may by written notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act, provides that the Notice requiring the hearing shall state:

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the waste disposal site is located

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*

The Director

Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto, Ontario
M5G 1E5

AND

Section 39, *Environmental Protection Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca

The above noted waste disposal site is approved under Section 39 of the Environmental Protection Act.

DATED AT TORONTO this 27th day of October, 2011



Tesfaye Gebrezghi, P.Eng.
Director
Section 39, *Environmental Protection Act*

LG/
c: District Manager, MOE Niagara