

**AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL**

NUMBER A600503

Issue Date: January 14, 2020

Resolute FP Canada Inc. / PF Resolu Canada Inc.  
111 Robert-Bourassa Blvd, No. 5000  
Montréal, Quebec  
H3C 2M1

Site Location: Ignace Woodwaste Disposal Site  
South of Shellfish Lake  
Part 2, Plan 23RR5718  
Ignace Township, District Of Kenora  
P0T 1T0

*You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:*

a 2.8 ha waste disposal site (landfill) within a total site area of 23.6 ha.

*For the purpose of this environmental compliance approval, the following definitions apply:*

**"Adverse Effect "** is as defined in the Environmental Protection Act, R.S.O. 1990.

**"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 for the Region in which the Site is geographically located;

**"Environmental Compliance Approval" or "ECA" or "Approval"** means this entire provisional Environmental Compliance Approval document, issued in accordance with Section 20.3 of the EPA , and includes any schedules to it, the application and the supporting documentation listed in schedule "A";

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

**"MECP" or "Ministry "** refers to the Ontario Ministry of the Environment, Conservation and Parks;

"**OWRA** " means the Ontario Water Resources Act, R.S.O. 1990, c.0.40;

"**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;

"**Owner** " or "**Company**" means any person that is responsible for the establishment or operation of the site being approved by this ECA, and includes Resolute FP Canada Inc., its successors and assigns;

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

"**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*;

"**Site** " means the entire waste disposal site, described in this *ECA* , located at Part 2, Plan 23RR5718, in the Township of Ignace, District Of Kenora, Ontario.

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

- a. relevant waste management legislation, regulations and guidelines;
- b. major environmental concerns and their management , including fire hazard, pertaining to the waste to be handled and that is stored at the Site;
- c. occupational health and safety concerns pertaining to the processes and wastes to be handled;
- d. management procedures including the use and operation of equipment for the processes and wastes to be handled;
- e. emergency response procedures;
- f. specific written procedures for the control of nuisance conditions; and
- g. the requirements of this *ECA*.

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

## TERMS AND CONDITIONS

### I GENERAL

#### Compliance

- 1 The *Owner* shall ensure that any person authorized to carry out work on or operate any aspect of the *Site* is notified of the *ECA* and the conditions herein and shall take all reasonable measures to ensure the person complies with the same.
- 2 Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *ECA* .

## **In Accordance**

- 3 Except as otherwise provided for in this *ECA* , the *Site* shall be designed, developed, constructed, operated and maintained in accordance with the applications for this *ECA* and the supporting documentation incorporated into this *ECA* in Schedule "A".

## **Other Legal Obligations**

- 4 The issuance of, and compliance with, this *ECA* does not:
- a. relieve any person of any obligation to comply with any provision of the *EPA* or any other 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 request that any further information related to compliance with this *ECA* be provided to the *Ministry* ;

unless a provision of this *ECA* specifically refers to the other requirement or authority and clearly states that the other requirement or authority is to be replaced or limited by this *ECA* .

## **Adverse Effect**

- 5 The *Owner* or *Operator* remain responsible for any contravention of any other condition of this *ECA* or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused an adverse effect or impairment of air and/or water quality.

## **Furnish Information**

- 6 Any information requested by the *Director* or a *Provincial Officer* concerning the *Site* and its operation under this *ECA* , including but not limited to any records required to be kept by this *ECA* shall be provided in a timely manner.
- 7 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 *ECA* or under any statute, regulation or subordinate legal instrument, 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 condition of this *ECA* or any statute, regulation or other subordinate legal requirement; or
  - b. acceptance by the *Ministry* of the information's completeness or accuracy.
- 8 Any information related to this *ECA* 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, RSO 1990, CF-31.

## **Interpretation**

- 9 This *ECA* revokes and replaces the previous Certificate of Approval and all subsequent amendments issued to this Site.
- 10 Where there is a conflict between a provision of any document, including the application, referred to in this *ECA* , and the conditions of this *ECA*, the conditions in this *ECA* shall take precedence.
- 11 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 in writing.
- 12 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.
- 13 The conditions of this *ECA* are severable. If any condition of this *ECA* , or the application of any condition of this *ECA* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *ECA* shall not be affected thereby.

## **Certificate of Requirement**

- 14 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 *ECA* to each person acquiring an interest in the *Site* as a result of the dealing.
- 15 In the event any additional land is acquired that will be included as part of the *Site* , two (2) copies of a completed Certificate of Requirement, containing a registerable description of the *Site* , shall be submitted to the *Director* for the *Director* 's signature within sixty (60) calendar days of a notice being issued for the Site that incorporates the land into the *ECA*.
- 16 In the event any additional land is acquired that will be included as part of the *Site* as discussed in Condition 15 then the Certificate of Requirement shall be registered in the appropriate land registry office on title to the *Site* and a duplicate registered copy shall be submitted to the *Director* within ten (10) calendar days of receiving the Certificate of Requirement signed by the *Director* .

## **No Transfer or Encumbrance**

- 17 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 is satisfied with the arrangements made to ensure that all conditions of this *ECA* will be carried out and that sufficient financial assurance is deposited with the *Ministry* to ensure that these conditions will be carried out.

## **Change of Owner**

- 18 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:

- a. the ownership of the *Site* ;
- b. the *Operator* of the *Site* ;
- c. the address of the *Owner* or *Operator* ;
- d. 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; and
- e. the name of the corporation where the *Owner* or *Operator* is or at any time becomes a corporation, other than a municipal corporation, and a copy of the most current information filed under the *Corporations Information Act* , R. S. O. 1990, c. C.39, shall be included in the notification.

19 In the event of any change in the ownership of the *Site* , other than a change to a successor municipality, the *Owner* shall notify in writing the succeeding owner of the existence of this *ECA* , and a copy of such notice shall be forward to the *Director* and *District Manager* .

### **Inspections by the Ministry**

20 No person shall hinder or obstruct a *Provincial Officer* from carrying out any and all inspections authorized by the *EPA*, *OWRA* or the *PA* , of any place to which this *ECA* relates, and without limiting the foregoing:

- a. to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this *ECA* are kept;
- b. to have access to, inspect, and copy any records required to be kept by the conditions of this *ECA* ;
- c. to inspect the *Site*, related equipment and appurtenances;
- d. to inspect the practices, procedures, or operations required by the conditions of this *ECA* ; and
- e. to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *ECA*, or the *EAA*, *EPA* , *OWRA* or the *PA*.

### **Financial Assurance**

21. (a) Within sixty (60) days of issuance of this Notice, the *Owner* shall submit to the *Director* , Financial Assurance as defined in Section 131 of the Environmental Protection Act, in the amount of **\$836,465.00**. This Financial Assurance shall be in a form acceptable to the *Director* and shall provide sufficient funds for the post-closure monitoring, maintenance and care of the landfill;
- (b) Commencing on September 30, 2020 and on a three year basis thereafter, the *Owner* shall provide to the *Director* a re-evaluation of the amount of the Financial Assurance to facilitate the actions required under Condition 21(a). 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 alternative measures required by the Director upon review of the annual reports. The Financial Assurance must be submitted to the *Director* within sixty (60) days of written acceptance of the re-evaluation by the *Director* ;

- (c) 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 *Owner* shall forthwith replace the Financial Assurance with cash.

### **Landfill Recovery Operations**

- 22. The *Owner* is permitted to remove wood waste from the *Site* to be burned at a *Ministry* approved combustor site, at a *Ministry* approved waste transfer site, or landfilled at a *Ministry* approved waste disposal site. If woodwaste is removed, the *Owner* shall maintain records of the quantities and locations of woodwaste removed from the site and submit a summary report as part of the Annual Report required by Condition 35 of this *Approval* to the *MECP* Kenora Area Office detailing the quantity of wood biomass removed from and remaining at the *Site* .
- 23. Except as otherwise provided for in this *ECA* , the *Site* shall be designed, developed, constructed, operated and maintained in accordance with all documents listed in Schedule "A" of this *ECA* .
- 24. The maximum capacity of the landfill is 112,500 cubic metres.
- 25. The *Owner* shall commence landfill recovery operations as detailed in Item 15 of Schedule "A" and in accordance with the following sub-conditions:
  - 25.1 The *Owner* shall not receive any waste at the *Site*. Should the *Owner* wish to recommence landfilling operations at the *Site*, the *Owner* would first have to fulfil the following requirements before waste could be accepted:
    - a. carry out any mandatory requirements that may be required under the Environmental Assessment Act; and
    - b. obtain a Notice of Amendment to this *ECA*.
  - 25.2 During landfill recovery operations, all conditions that comprise this *ECA* remain in effect and enforceable.
  - 25.3 Landfill recovery operations shall be conducted in a manner which minimizes the potential for adverse effects and nuisances.

- 25.4 Operating personnel at the *Site* shall be *trained*.
- 25.5 There shall be a fire break buffer of cleared land of minimum distance of 50 metres between the landfill site and any forested area.
- 25.6 The *Owner* shall insure that heavy equipment such as a bulldozer and front-end loader would be made available in a reasonable time through a local contractor to aide in fire suppression as required.
- 25.7 Landfill recovery operations shall be conducted for a period no longer than ten (10) years from the issuance date of this *ECA* .
- a. all woodwaste shall be removed by January 31, 2030;
  - b. on a mass basis, the amount of woodwaste to be removed per calendar year shall not be less than 5,300 tonnes;
  - c. the on-site scale shall be calibrated on an annual basis using an internationally recognized standard; and
  - d. a topographical survey shall be completed every two (2) years beginning in the year 2021 of the waste pile to evaluate the amount of woodwaste that has been removed on both a biennial and cumulative basis.
26. There shall be a minimum 100 metre buffer zone in all directions measured from working area of the disposal site.
27. The surface water rights of the disposal site and associated buffer zone shall be withdrawn under Section 43 of the Mining Act.
28. The clear space along the perimeter of the disposal site shall be kept free of combustibles and brush growth at all times.
29. Open fire burning of wood waste on a wood waste disposal site is not permitted.

### **Record Keeping and Inspections**

30. The *Owner* shall maintain, at the *Company* office, a log book which records the following information for the previous two (2) years:
- a. date of record;
  - b. record of any monitoring of surface water or ground water at the *Site* ;
  - c. quantities woodwastes removed from the *Site*; and
  - d. a record of site inspection required by Condition 31.

31. The *Owner* shall conduct monthly inspections of the equipment and facilities while the site is actively operated or at least twice a year to ensure that all equipment and facilities at the *Site* are operated in a manner that will not negatively impact the environment. Any deficiencies that might negatively impact the environment, or be detected during these regular inspections must be promptly corrected. A written record must be maintained at the Company office, 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. observation of condition of the *Site* , including any observation of fire hazards or leachate discharging from the landfill site;
  - e. report on whether the minimum 50 metre fire barrier between the landfill site and forested area required by Condition 25.6 is maintained;
  - f. recommendations for remedial action and actions undertaken;
  - g. date and time of maintenance activity; and
  - h. a detailed description of the maintenance activity.

### **Site Monitoring**

32. The groundwater and surface water samples shall be collected and analysed at the pre-determined frequency in accordance with the Schedule "B".
33. The frequency of the groundwater and surface water monitoring program may be amended from time to time subject to the District Manager's written approval.
34. In the event a result of a monitoring test carried out under a monitoring program does not comply with the trigger criteria developed in accordance with the Ministry's regulations and guidelines and approved by the Ministry, the *Owner* shall:
- a. conduct an investigation into the cause of the adverse result and submit a report to the *District Manager* within 30 days that includes an assessment of whether contingency measures need to be carried out; and
  - b. if contingency measures are needed, submit detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures, and a schedule as to when these



- measures will be implemented, to the *Director* and notify *District Manager* ; and
- c implement the required contingency measures upon approval by the *Director* .

### **Annual Report**

35. By **May 31** of each calendar year, the *Owner* shall submit to the *District Manager* an annual report which shall include at least the following information:
- a. Total volume of waste removed from the *Site* ;
  - b. the results and an interpretive analysis of the results of all groundwater, surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
  - c. an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the *Site* , and the adequacy of and need to implement the contingency plans;
  - d. site plans showing the existing contours of the *Site*; areas of intended operation during the next reporting period; areas of excavation during the reporting period;
  - e. a calculation of the remaining capacity of the *Site* ;
  - f. a summary of any complaints received and the responses made;
  - g. a discussion of any operational problems encountered at the *Site* and corrective action taken;
  - h. an update summary of the amount of financial assurance which has been provided to the *Director*;
  - i. a report on the status of all monitoring wells and a statement as to compliance with Ontario Regulation 903; and
  - j. any other information with respect to the *Site* which the *Director* may require from time to time.

### **Updated Closure Plan**

36. Within two years of the completion of landfill recovery operations, the *Owner* shall submit to the *Director* for approval an updated closure plan that details how the *Site* will be closed once landfill recovery operations have been completed.

Schedules "A" and "B" form part of this Environmental Compliance Approval

### **Schedule "A"**

1. Application and supporting materials to amend an existing Certificate of Approval, signed by Luke Drapeau, General Manager, Ontario Sawmills, Bowater Canadian Forest Products Inc., dated June 12, 2007.
2. Revised Closure Plan, Wood Waste Disposal Site, Bowater Ignace Sawmill, dated June 12, 2007, prepared by Jason Garatti, Project Manager, True Grit Consulting Ltd.
3. Proposed Closure Plan, Wood Waste Disposal Site, Bowater Ignace Sawmill, dated October 4, 2005, prepared by Jason Garatti, Project Manager, Wardrop Engineering Inc.
4. Memorandum dated February 19, 2007 from Alisdair Brown, Hydrogeologist of Northern Region Technical Support Section to Dawn Talarico, Senior Environmental Officer of Kenora Area Office.
5. Preliminary Hydrogeological Assessment, Wood Waste Disposal Site, Bowater Ignace Sawmill, dated January 21, 2003, prepared by Jason Garatti, Hydrogeological Scientist, Wardrop Engineering Inc.
6. Attenuation Zone, Wood Waste Disposal Site, dated November 13, 2006, prepared by J.P. Mucklow, Environmental Manager, Wardrop Engineering Inc.
7. Memorandum dated April 5, 2006 from Alisdair Brown, Hydrogeologist of Northern Region Technical Support Section to Erin Hudson, Senior Environmental Officer of Kenora Area Office.
8. Letter dated February 5, 2009 from Luke J. Drapeau, General Manager, Wood Products NW Ontario, Abitibi Bowater, to Carolyn Simpson, Senior Environmental Officer of Kenora Area Office.
9. Letter dated April 14, 2009 from Luke J. Drapeau, General Manager, Wood Products NW Ontario, Abitibi Bowater, to Alan Tan, Senior Waste Engineer, MOE.
10. Design and Operations Plan: Woodwaste Disposal Site, Ignace Sawmill site, Ignace, Ontario, dated November 12, 2009 and prepared by True Grit Consulting.
11. e-mail dated February 24, 2011 to Jim Chisholm, of the Ministry from Jason Garatti, Consultant, True Grit Consulting Ltd., which answered several questions about the Design and Operations report, including the maximum amount of waste removed from the site would be 350 tonnes per day and 13,000 tonnes per year.
12. March 4, 2011 e-mail from Brian Mooney, Manager, Environment, AbiBow Canada Inc. addressed to Jason Garatti, Consultant, True Grit Consulting Ltd. indicating that the name of the company has changed to AbiBow Canada Inc.

13. Corporate documents provided as attachments to March 8, 2011 e-mail from Jason Garatti, Consultant, True Grit Consulting Ltd., which indicated that the name of the company has changed to AbiBow Canada Inc.
14. Report titled "Resolute Forest Products Waste Disposal Site, MOE CofA No. A600503 Financial Assurance Report, 2012 Update, Ignace, Ontario" dated August 23, 2012 prepared by True Grit Consulting Ltd.
15. Report titled "Resolute FP Canada Inc., Design and Operations Report, Ignace Woodwaste Disposal Site, Ignace, Ontario". Prepared by Boundary Waters Engineering and dated September 6, 2019.

**Schedule "B"**

**Water Quality Monitoring Program**

<b>Sample Regime</b>	<b>Sample Location</b>	<b>Sample Frequency</b>	<b>Parameters</b>
Groundwater	SP1, SP2, SP3R, MW20-07, and MW20-08	Twice annually (spring/fall)	Water level (field), temperature (field), pH (field & lab), conductivity (field), colour, total dissolved solids (TDS), total suspended solids (TSS), total Kjeldalh nitrogen (TKN), hardness, dissolved organic carbon (DOC), biochemical oxygen demand (BOD5), phenols (4AAP), tannins and lignins, ammonia, alkalinity, chloride, sulphate, bromide, fluoride, nitrate, nitrite, orthophosphate, calcium, magnesium, sodium, potassium, iron, lead, manganese, molybdenum, total phosphorous, nickel, zinc, and ion balance
	SP4R, SP5, SP6R,	Once annually (spring)	
Surface Water	North Pond, Shell Lake, Osaquan Lake, inlet of Shell Lake, inlet of Osaquan Lake on the south-east side, and outlet of Osaquan Lake on the north end.	Twice annually (spring/fall)	temperature (field), pH (field & lab), dissolved oxygen (field), conductivity (field), colour, TDS, TSS, TKN, hardness, DOC, BOD5, phenols (4AAP), tannins and lignins, ammonia, alkalinity, chloride, sulphate, bromide, fluoride, nitrate, nitrite, orthophosphate, calcium, magnesium, sodium, potassium, iron, lead, manganese, molybdenum, total phosphorous, nickel, zinc, and un-ionized ammonia (calculated)

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

- 1. The reason for inclusion of the definitions is to define the specific meaning of terms and simplify the wording of conditions in this ECA.*
- 2. The reason for Conditions 1 and 2 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.*
- 3. The reason for Conditions 3, 4, 5, 9, 10, 11, 12 and 13 is to clarify the legal rights and responsibilities of the Owner under this ECA.*
- 4. Conditions 6 and 7 are included to ensure that the appropriate Ministry staff have ready access to information and the operations of the Site, which are approved under this ECA.*
- 5. Condition 8 has been included in order to clarify what information may be subject to the Freedom of Information Act.*
- 6. Conditions 14 to 16 inclusive are included, pursuant to subsection 197(1) of the EPA, to provide that any persons having an interest in the Site are aware that the land has been approved and used for the purposes of waste disposal.*
- 7. The reasons for Condition 17 are to restrict potential transfer or encumbrance of the Site without the approval of the Director and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this ECA.*
- 8. The reasons for Conditions 18 and 19 are to ensure that the Site is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the Director is informed of any changes.*
- 9. The reason for Condition 20 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 ECA. This condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the EPA and OWRA.*
- 10. The reason for Condition 21 is to update the financial assurance to ensure that sufficient funds are available to the Ministry to close the landfill, and to carry out all expected post-closure care activities and any contingencies in the event that the Owner is unable or unwilling to do so.*
- 11. The reason for Condition 22 is to approve the removal of wood waste from the landfill site.*
- 12. The reason for Conditions 23 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.*

13. *The reason for Condition 24 is to define the current condition which is the storage of 112,500 cubic metres of wood waste. This maximum capacity is considered to be sufficient as the company is expected to move towards the mining of the landfill site so that the wood waste can be used as a fuel and no further wood waste is expected to be received at the Site.*
14. *The reasons for Condition 25 are to approve wood waste recovery operations at the Site and to ensure that recovery is done in a manner which will not result in a potential hazard to the health of safety of the environment and the public and will not result in an expansion of the Site's approved volumetric capacity.*
15. *The reason for Condition 25.1 is because the source of waste for the site is closed and is not expected to open again. If the Owner wished to try to open the Site to receive waste, likely Section 11 of Regulation 101/07 of the Environmental Assessment Act would trigger an Environmental Assessment. Because of mining of waste, it is possible that more than 40,000 cubic metres of total waste disposal volume could be added to the Site.*
16. *The reason for Conditions 26 and 27 is to ensure an adequate buffer zone that is calculated based on the permeability of the subsoil and defines the area of probable surface contamination. Development should not take place within this zone without the knowledge that hazard exist.*
17. *The reason for Conditions 28 and 29 is to ensure the site is properly maintained to prevent fire hazard.*
18. *The reason for Conditions 30 and 31 is to ensure that the Site is properly inspected and that detailed records of Site inspections and operations are recorded and maintained for inspection and information purposes.*
19. *The reason for Conditions 32 and 33 is to demonstrate that the landfill Site is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.*
20. *The reason for Conditions 34 is to ensure that the Owner follows a plan with an organized set of procedures for identifying and responding to unexpected but possible problems at the Site. A remedial action / contingency plan is necessary to ensure protection of the natural environment.*
21. *The reason for Condition 35 is to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design.*
22. *The reason for Condition 36 is to ensure that closure plans for the Site are updated to reflect current site operations.*

**Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). A600503 issued on December 9, 2014**

*In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me, the Environmental Review Tribunal and in accordance with Section 47 of the Environmental Bill of Rights, 1993, the Minister of the Environment, Conservation and Parks, within 15 days after receipt of this Notice, require a hearing by the Tribunal. The Minister of the Environment, Conservation and Parks will place notice of your appeal on the Environmental Registry. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:*

- a. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- b. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

*Pursuant to subsection 139(3) of the Environmental Protection Act, a hearing may not be required with respect to any terms and conditions in this environmental compliance approval, if the terms and conditions are substantially the same as those contained in an approval that is amended or revoked by this environmental compliance approval.*

*The Notice should also include:*

1. The name of the appellant;
2. The address of the appellant;
3. The environmental compliance approval number;
4. The date of the environmental compliance approval;
5. The name of the Director, and;
6. The municipality or municipalities within which the project is to be engaged in.

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

*This Notice must be served upon:*

The Secretary\*  
Environmental Review Tribunal  
655 Bay Street, Suite 1500  
Toronto, Ontario  
M5G 1E5

AND

The Minister of the Environment,  
Conservation and Parks  
777 Bay Street, 5th Floor  
Toronto, Ontario  
M7A 2J3

AND

The Director appointed for the purposes of  
Part II.1 of the Environmental Protection Act  
Ministry of the Environment,  
Conservation and Parks  
135 St. Clair Avenue West, 1st Floor  
Toronto, Ontario  
M4V 1P5

**\* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 326-5370 or [www.ert.gov.on.ca](http://www.ert.gov.on.ca)**

*This instrument is subject to Section 38 of the Environmental Bill of Rights, 1993, that allows residents of Ontario to seek leave to appeal the decision on this instrument. Residents of Ontario may seek leave to appeal within 15 days from the date this decision is placed on the Environmental Registry. By accessing the Environmental Registry at <https://ero.ontario.ca/>, you can determine when the leave to appeal period ends.*

*The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.*

DATED AT TORONTO this 14th day of January, 2020



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Mohsen Keyvani, P.Eng.  
Director  
appointed for the purposes of Part II.1 of the  
*Environmental Protection Act*

CF/

- c: Area Manager, MECP Kenora
- c: District Manager, MECP Thunder Bay - District  
Paula Sdao, Stantec Consulting Ltd.