

AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER A680029
Issue Date: April 27, 2020

Simtor Environmental Ltd.
113 Warren Rd
Whitby, Ontario
L1N 2C4L1N

Site Location: 113 Warren Road
Whitby Town, Regional Municipality of Durham
L1N 2C4

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 1.85 hectare Waste Disposal Site (Transfer and Processing)

to be used for the transfer and processing of solid non-hazardous institutional, commercial, construction and demolition waste, and includes approval for constructing: two (2) outdoor raised *Woodwaste Piles* .

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

"Approval" means this entire provisional Environmental Compliance Approval document, 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 the Environmental Protection Act, R.S.O. 1990, C.E-19, as amended;

"Fire Safety Plan" means a *Fire Safety Plan* for the Site that is deemed to have been found acceptable by the local fire service authority;

"Inert fill" means earth or rock fill or waste of a similar nature that contains no putrescible materials or soluble or decomposable chemical substances, as defined by *Reg 347* ;

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

"Municipal Waste" means municipal waste as defined in *Reg. 347* ;

"Overs" mean concrete, rubble, brick and wood pieces that are generated from the processing line at the *Site* ;

"OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c. O.40, as amended;

"Owner" means Simtor Environmental Ltd., including its employees, having the charge, management, control and operation of any aspect of the *Site* and includes 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*;

"Reg. 347" means Regulation 347, R.R.O. 1990, General - Waste Management, made under the *EPA* , as amended from time to time;

"Residual Waste" means waste that is destined for final disposal or further processing at another approved waste disposal facility;

"Site" means the waste disposal site (transfer and processing) located at 113 Warren Road, Town of Whitby, Regional Municipality of Durham, L1N 2C4;

"Subject Waste" means *Subject Waste* as defined in *Reg. 347* ;

"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) records keeping procedures;
- (vi) 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 *Approval* ;

"Woodwaste Piles" mean the wood storage piles described in the *Design & Operations Report*, listed as *Item 2 in Schedule "A"* and includes the two raised platforms to store woodwaste, which can be stacked to a maximum height of 6m and storing no more than 350 tonnes each.

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

TERMS AND CONDITIONS

PART A - GENERAL

Revoke and Replace

1. This *Approval* replaces Environmental Compliance Approval No. *A680029* issued on September 26, 1994 and all Notices of Amendments thereafter, including Notice 1 issued on August 10, 2011 and Notice 2 issued on July 3, 2015.

Compliance

2. The *Owner* shall ensure compliance with all the conditions of this *Approval* and shall ensure that any person authorized to carry out work on or operate any aspect of the *Site* is notified of this *Approval* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same. Any non-compliance constitutes a violation of the *Act* and is grounds for enforcement.
3. Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *Approval*.

In Accordance

4. (1) Except as otherwise provided by this *Approval* , the *Site* shall be designed, developed, built, operated and maintained in accordance with the application for this *Approval* received on July 3, 2018 and submitted by Golder Associates Ltd., on behalf of Gordon Kerr, President, Simtor Environmental and supporting documentation listed in Schedule "A".
 - (2) i. Construction and installation of the aspects of the *Site* described in Schedule "A" must be completed within 5 years of the later of:
 - (a) the date this *Approval* is issued; or
 - (b) if there is a hearing or other litigation in respect of the issuance of this

Approval , the date that this hearing or litigation is disposed of, including all appeals.

- ii. This *Approval* ceases to apply in respect of the aspects of the *Site* noted above that have not been constructed or installed before the later of the dates identified in Condition 4(1) above.

(3) The *Owner* shall maintain a copy of each supporting document listed in Schedule "A" at the *Site* to be made available to any *Provincial Officer* upon request.

Interpretation

5. Where there is a conflict between a provision of any document, including the application, referred to in this *Approval*, and the conditions of this *Approval*, the conditions in this *Approval* shall take precedence.
6. 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.
7. 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.
8. The conditions of this *Approval* are severable. If any condition of this *Approval*, or the application of any condition of this *Approval* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Approval* shall not be affected thereby.

Other Legal Obligations

9. The issuance of, and compliance with, this *Approval* 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* to furnish any further information related to compliance with this *Approval*.

Adverse Effect

10. The *Owner* 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.

11. Despite an *Owner* or any other person fulfilling any obligations imposed by this *Approval* the person remains responsible for any contravention of any other condition of this *Approval* 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.

Change of Owner

12. 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 *Owner* of the *Site*;
 - (c) the address of the *Owner*; and
 - (d) the 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*, R. S. O. 1990, c. B.17, shall be included in the notification.
 - (e) 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 O.Reg. 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 *District Manager* ; and
 - (f) In the event of any change in ownership of the *Site* , the *Owner* shall notify in writing the succeeding owner of the existence of this *Approval*, and a copy of such notice shall be forwarded to the *District Manager* .
13. 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 *Approval* , and the *Owner* shall provide a copy of the notification to the *District Manager* and the *Director*.

Ministry Inspections

14. No person shall hinder or obstruct a *Provincial Officer* from carrying out any and all inspections authorized by the *EPA*, the *OWRA*, or the *PA*, of any place to which this *Approval* 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 *Approval* are kept;
 - (b) to have access to, inspect, and copy any records required to be kept by the conditions of this *Approval*;
 - (c) to inspect the *Site*, related equipment and appurtenances;
 - (d) to inspect the practices, procedures, or operations required by the conditions of this *Approval* ; and
 - (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *Approval* or the *EPA*, the *OWRA* or the *PA*.

Information and Record Retention

15. Any information requested, by the *Ministry*, concerning the *Site* and its operation under this *Approval*, including but not limited to any records required to be kept by this *Approval* shall be provided to the *Ministry*, upon request, in a timely manner. Records shall be retained for 5 years except as otherwise authorized in writing by the *Director*.
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 *Approval* 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 *Approval* or any statute, regulation or other legal requirement; or
 - (b) acceptance by the *Ministry* of the information's completeness or accuracy.
17. Any information relating to this *Approval* 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.
18. All records and monitoring data required by the Conditions of this *Approval* shall be kept on the *Site* for a minimum period of at least five (5) years.

PART B - SITE OPERATIONS

19. The *Site* shall only accept solid non-hazardous waste materials from Construction & Demolition; Industrial, Commercial and Institutional (IC&I) sources;
20. The *Owner* shall ensure that a copy of this *Approval*, in its entirety, including any Notices of Amendment, and documentation listed in Schedule "A", shall be retained on-site at all times.

Prohibited Waste

21. The *Owner* are prohibited from receiving the following categories of waste at the *Site*:
 - (a) hazardous waste;
 - (b) liquid industrial waste;
 - (c) pathological waste;
 - (d) organic waste;
 - (e) asbestos waste; and
 - (f) PCB waste.

Waste Screening

22. The *Owner* shall:
- (a) inspect all incoming loads to ensure only waste that is approved under this *Approval* is received at this *Site* and that the waste is of acceptable quality;
 - (b) develop and have in place written procedures by which incoming loads will be rejected from this *Site* if these loads do not comply with this *Approval* or are of unacceptable quality;
 - (c) within 90 days of this *Approval* , establish and implement a waste screening and materials tracking system for all waste received at, processed at, stored at and transferred from this *Site*; and
 - (d) make written procedures available to a *Provincial Officer* upon request.
23. A record shall be kept in the daily log book of all refusal of waste shipments, the reason(s) for refusal, and the origin of the waste, if known and shall be available for inspection by a *Provincial Officer* .

Hours of Operation

24. The *Owner* may operate the *Site* 24 hours per day, seven (7) days per week.

Waste Quantities and Storage Requirements

25. The *Owner* shall ensure that:
- (a) All waste stored at the *Site* in bins shall be in accordance with the Design and Operations Report, dated June 8, 2018 and specified as Item 2, in Schedule "A" of this *Approval* ;
 - (b) the maximum quantity of waste, including all processed, unprocessed and *Residual Waste* , stored at the *Site* shall not exceed 3000 tonnes at any time;
 - (c) Subject to Condition 25(b), bins for metals, tires, cardboard and paper; and mixed Construction and Demolition (C&D) waste shall be stored in the Small Vehicle Drop Off Area in accordance with the following information provided in Item 2 in Schedule "A" :
 - i. Metal - Maximum storage : 160 tonnes
 - ii. Tires - Maximum storage : 1 tonne
 - iii. Cardboard and Paper - Maximum storage : 1 tonne
 - iv. Mixed Construction & Demolition Waste - Maximum storage : 6 tonnes
 - (d) Tire and scrap metal bins may also be stored in covered metal bins on the north of the *Site* ;
 - (e) the maximum quantity of *Residual Waste* stored at the *Site* shall not exceed 500 tonnes at any one time;

- (f) If the *Site* is at its maximum quantity of *Residual Waste* at any time, the *Owner* shall cease receiving additional waste at the *Site* ; and
 - (g) *Overs* may be temporarily stored at the *Site* in a raised three-sided concrete bunker on the south side of the building and disposed immediately when full.
- 26.
- (a) Outdoor storage of unprocessed wood shall be limited to two (2) *Woodwaste Piles* , each stacked to a maximum height of 6 metres and storing no more than 350 tonnes each.
 - (b) The *Owner* shall ensure two raised platforms for storage of *Woodwaste Piles* are designed by a Professional Engineer and constructed to the applicable standards to ensure its structural stability and soundness.
 - (c) The *Woodwaste Piles* shall be constructed in accordance with the dimensions specified in Item 2, of Schedule "A" and the revised Stormwater Management Report, dated July 15, 2019, in such a way to prevent the woodwaste from falling off the two raised platforms at the *Site* .
 - (d) Outdoor storage of woodwaste shall be limited to 350 tonnes until the sewage works have been constructed, made operational and the surface water monitoring program has been implemented, as per the Sewage Works Environmental Compliance Approval.
- 27.
- (a) *Inert fill* currently on the grounds at the *Site* shall only be used in the construction to raise the elevation of the wood waste storage piles. Any remaining *Inert fill* materials after the construction of the wood waste storage piles shall be removed immediately from the *Site* ;
 - (b) No additional *Inert fill* shall be received at the *Site* at any time; and
 - (c) Notwithstanding Conditions 27(b), *Inert fill* received at the *Site* as part of a mixed material load or generated from the processing of waste, shall be stored in the raised three-sided bunker or the Small Vehicle Drop off Area and shall be removed from the *Site*.
28. The *Owner* shall ensure that:
- (a) all outdoor storage containers/bins used to store waste shall be maintained in good condition and shall be moved indoors when a 50 mm rainfall is predicted in any 24-hour period or if creek levels are observed backing up into the southeast corner of the *Site* ;
 - (b) The *Owner* shall ensure the conveyors and chutes on the south of the building are covered and/or enclosed to prevent the release of fugitive emissions;
 - (c) all bins and waste storage containers in the Small Vehicle Drop Off Area shall be completely covered by the canopy and shall be clearly labelled with the type of waste stored in each container/bin; and
 - (d) labels shall be clearly visible at all times for inspection and record keeping.

29. (a) The *Owner* shall ensure that all loading, unloading, material recovery and processing of waste at the *Site* shall be conducted indoors;
- (b) Notwithstanding Condition 29(a) above, woodwaste may be loaded and unloaded onto the raised woodwaste storage platforms;
- (c) Any outdoor storage for additional categories of wastes requires a new application and amendments to this *Approval*; and
- (d) The *Owner* shall keep all entrance/exit doors closed at all times except during the entrance and exit of vehicles, equipment and personnel.

Removal of Residual Waste

30. The *Owner* shall ensure that the *Residual Waste* is shipped for disposal or further processing, as appropriate, to a waste disposal site for which an Environmental Compliance Approval has been issued by the *Ministry* or an equivalent governmental agency of appropriate jurisdiction.
31. The *Owner* shall:
 - (a) undertake all reasonable measures to minimize the length of time of storage of *Residual Waste* received at the *Site*; and
 - (b) not store *Residual Waste* on *Site* in excess of fourteen (14) days.
32. (a) In the event that *Residual Waste* or processed materials are not able to be shipped from the *Site*, the *Owner* shall notify and submit a written contingency plan to the York-Durham *District Manager* within five (5) business days and shall describe how these materials will be stored and/or disposed;
- (b) The Contingency Plan may include the use of additional systems and/or equipment; and
- (c) Prior to the implementation of the Contingency Plan, the *Owner* shall obtain written approval from the York-Durham *District Manager*.

Vehicles

33. The *Owner* shall ensure that there is no queuing or parking of vehicles that are waiting to enter this *Site* on any roadway that is not a distinct part of this *Site*.
34. The *Owner* shall ensure that the exterior of all vehicles leaving this *Site* are clear of debris and that vehicles do not drag out onto streets waste, dirt or other contaminants.

Site Security

35. The *Owner* shall ensure that *Trained Personnel* are present at all times during the hours of operation at this *Site*. All processing, loading, unloading and transfer of waste to or from vehicles or containers at this *Site* shall be supervised at all times by *Trained Personnel*.
36. The *Owner* shall ensure that access to this *Site* is regulated and that this *Site* is secured by a fence. All entrances shall be secured by lockable gates to restrict access only to authorized personnel. All entrances and storage areas are to be adequately lit.

37. The *Owner* shall ensure that a sign is posted at the entrance to this *Site*, readable from the nearest public roadway bordering this *Site*, identifying the *Site* name, the *Approval* number, the hours of operation and a 24 hour emergency telephone number.

Housekeeping

38. The *Owner* shall:

- (a) take all practical steps to prevent the escape of litter from the *Site*;
- (b) pick up litter around the *Site* on a daily basis, or more frequently if necessary; and
- (c) if necessary, litter fences shall be erected around the areas causing a litter problem.

39. If at any time odours, pests, litter, dust, noise or other such nuisances become a problem at the *Site*, the *Owner* shall take immediate appropriate remedial action, as detailed in Condition 60 of this *Approval* ;

40. The *Site* shall not be operated unless all *Approvals* under the *Act*, where applicable, have been obtained, including Air, Noise and Wastewater *Approvals* .

41. All wastes must be transported to and from the *Site* in accordance with *Reg. 347* , R.R.O. 1990, or as amended.

42. The *Site* must be maintained in a secure manner, such that unauthorized persons cannot enter the *Site* .

43. Staff shall be trained in the operation and maintenance of the specific equipment which they operate at the *Site* and in emergency procedures, as detailed in Condition 67.

Site Inspection and Maintenance

44. The *Owner* shall develop a Comprehensive Inspection Program for the *Site* which includes a daily visual inspection of the entire *Site* , and shall include but not limited to the following areas:

- (a) loading/unloading area(s);
- (b) processing area(s);
- (c) storage area(s); and
- (d) security fence or barriers and property line.

45. The *Owner* shall ensure that the *Site's* daily inspection is done by a *Trained Personnel* , ensuring that no off-site impacts such as vermin, vectors, odour, dust, litter, noise and traffic queuing, result from the operation of the facility.

46. The *Owner* shall develop and implement a preventative maintenance program for all equipment associated with the processing and managing of waste and/or recyclable materials. The preventative maintenance program shall be maintained at the *Site* and shall be available for

inspection by a *Provincial Officer* upon request.

47. The *Owner* shall maintain at the *Site* a site plan identifying the location of each storage container and/or processing equipment and waste it contains. The *Owner* shall ensure the plan is a true reflection of the materials stored at the *Site* and make the plan available for inspection upon request by emergency response personnel and/or *Provincial Officers*.

Stormwater Management

48. The *Owner* shall manage all discharges from this *Site*, including storm water run-off in accordance with appropriate Municipal, Provincial and/or Federal legislation, Regulation and By-laws.
49. All waste materials destined for recycling or final disposal, must be stored in such a manner to prevent off-site environmental impacts.

Contingency Plan

50. The *Owner* shall maintain a current contingency plan for this *Site*. The plan shall include, as a minimum, the following:
- (a) list of person(s) responsible for this *Site* including home phone numbers and work location;
 - (b) list of emergency phone numbers for the local *Ministry* office, Ministry's Spill Action Centre and the Town of Whitby Fire Department;
 - (c) measures to prevent spills/fires'
 - (d) fire protection system, control and safety devices;
 - (e) measures for spill/fire alerting, containment, clean-up, treatment and disposal;
 - (f) availability of spill/fire clean-up related equipment;
 - (g) maintenance and testing program for spill/fire related equipment;
 - (h) training of *Site* operators; and
 - (i) *Site* plan.
51. An up-to-date copy of the contingency plan shall be kept on *Site* in a central location available to all staff and for inspection by a *Provincial Officer*, the Town of Whitby Fire Department and Fire Prevention Bureau.
52. The *Owner* shall ensure that:
- (a) the equipment and materials outlined in the contingency plan are in a good state of repair, fully operational and immediately available; and
 - (b) all operating personnel are fully trained in the contingency equipment and materials' use and in the procedures to be employed in the event of an emergency.
53. The *Owner* shall review the contingency plan on an annual basis as a minimum, and shall submit to the *District Manager* and the Fire Department within thirty (30) days, any amendment made to the plan.

Spills

54. The *Owner* shall promptly take all necessary steps to contain and clean up any spills, or upsets which result from this operation.
55. The *Owner* shall forthwith notify the Ministry's Spills Action Centre at 1-800-268-6060 of any spill, as defined in the *EPA*, which occurs at this *Site*. In addition, the *Owner* shall submit to the *District Manager* a written report within three (3) days outlining the nature of the spill, remedial measure taken and the measures taken to prevent future occurrences at this *Site*.

Operations Manual

56. The *Owner* shall maintain an operations manual for use by *Site* personnel. The operations manual shall contain the following:
- (a) outline the responsibilities of *Site* personnel;
 - (b) personnel training protocols;
 - (c) receiving and screening procedures;
 - (d) loading, unloading, handling and storage procedures;
 - (e) *Site* inspections, spill, fire, upset and leakage recording procedures;
 - (f) procedure for handling complaints; and
 - (g) dust mitigation measures.
57. A copy of this operations manual shall be kept at the *Site*, in a location accessible to personnel at all times, and must be updated as required.
58. The *Owner* shall ensure that all personnel are trained in the procedures contained in the operations manual:
- (a) upon commencing employment at the *Site*;
 - (b) whenever procedures are updated.

Complaint Response Procedure

59. (a) The *Owner*, or a designated representative of the *Owner* shall be available to receive public complaints caused by the operations at the *Site* twenty-four (24) hours per day, seven (7) days per week.
- (b) If at any time, the *Owner* or the *Ministry* receives a complaint, or the *Owner* or a *Provincial Officer* detects an odour emission from the *Site*, the *Owner* shall record all relevant information in a logbook and shall respond to the complaint/odour emission according to the following procedures:
- (i) The *Owner* shall record each complaint/odour emission and each record shall include the following:
 - 1. name, address and the telephone number of the complainant, if known;
 - 2. time and date of the complaint/odour emission; and
 - 3. details of the complaint.

- (ii) After the complaint/odour emission has been recorded in the logbook, the *Owner* shall report it to the *District Manager* by phone or e-mail within two (2) business days of the complaint;
 - (iii) Should the *Owner* receive three (3) complaints within a month, the *Owner* shall call the Ministry's Spills Actions Centre at 1-800-268-6060 on the receipt of each subsequent complaint or occurrence of any odour emission.
- (c) The *Owner* shall immediately initiate investigation of the complaint/odour emission. As a minimum, the investigation shall include the following:
- (i) determination of the activities being undertaken at the *Site* at the time of the complaint/odour emission;
 - (ii) meteorological conditions including, but not limited to the ambient temperature, approximate wind speed and its direction;
 - (iii) determination if the complaint is attributed to activities being undertaken at the *Site* and if so, the possible cause(s) of the complaint/odour emission;
 - (iv) description of the remedial action(s) taken to address the cause(s) of the complaint/odour emission including when they were taken; and by whom, and the schedule for the implementation of the necessary remedial action(s).
- (d) The *Owner* shall respond to the complainant, if known, and the response shall include the results of the investigation of the complaint, the action(s) taken or planned to be taken to address the cause(s) of the complaint, and if any follow-up response(s) would be provided.
- (e) Upon completed investigation of the complaint/odour emission, the *Owner* shall, within ten (10) business days, submit a report to the *District Manager* on the complaint, on the action(s) taken or planned to be taken to address the cause(s) of the complaint and on all proposed action(s) to prevent recurrence of the complaint/odour emission in the future.

60.0 Nuisance Control

- 60.1 The *Owner* shall operate and maintain the *Site* such that dust, odours, vectors, litter, vibration, noise and traffic do not create a nuisance or an adverse effect.
- 60.2 If at any time vectors, birds or other pests become a nuisance, the *Owner* shall develop and implement a pest control plan, satisfactory to the *District Manager* , which shall detail all practical steps that the *Owner* shall implement to control pests at the *Site* .
- 60.3 If at any time litter becomes a nuisance, the *Owner* shall develop and implement a litter control plan, satisfactory to the *District Manager* , which shall detail all practical steps that the *Owner* shall implement to control litter at the *Site* .
- 60.4 If at any time dust becomes a nuisance, the *Owner* shall implement the *Fugitive Dust Best Management Practices Plan* for the control of fugitive dust emissions, satisfactory to the *District Manager* , which shall detail all practical steps to control dust at the *Site* .

60.5 If at any time odours are generated at the *Site* resulting in complaints, the *Owner* shall implement the *Odour Best Management Practices Plan* to eliminate the cause of the problem. Other appropriate actions may include the removal of waste from the *Site* and the temporary stoppage of all waste management activities at the *Site* until the problem has been rectified and measures have been undertaken to prevent future occurrence.

60.6 At no time is burning or incineration of any materials allowed on the *Site* .

Record Keeping

61. The *Owner* shall maintain on-site, a written or digital record of all waste received at, stored at, processed at and transferred from this *Site*. The record shall be in the form of a daily log, all measurements shall be recorded in consistent metric units of measurement and shall include, as a minimum, the following:

- (a) date, quantity, source and type of waste received;
- (b) quantity of waste processed/transferred;
- (c) date, quantity, type and the destination of *waste* transferred off-site;
- (d) date, quantity and disposal destination of any *Residual Waste* transferred off-site;
- (e) the calculated total weight of waste (including separated waste in bins and containers) remaining at the *Site* at the end of each day; and
- (f) a record of litter collection activities.

62. The *Owner* shall maintain on-Site a written or digital record of all spills or leaks. The record shall document:

- (a) the type and amount of material spilled;
- (b) a description of how the material was cleaned up and stored; and
- (c) the location and time of final disposal.

63. The *Owner* shall maintain a record of the inspections required under Condition 45 in a daily log book. The records kept shall include:

- (a) the name and signature of person that conducted the inspection;
- (b) the date and time of the inspection;
- (c) the list of any deficiencies discovered;
- (d) The recommendations for remedial action; and
- (e) the date, time and description of actions taken.

64. Any information requested, by the *Director* or a *Provincial Officer*, concerning the *Site* and its operation under this *Approval* , including but not limited to any records required to be kept by this *Approval*, shall be provided to the Ministry immediately upon request.

Annual Report

65. The *Owner* shall submit to the *District Manager* an annual report by March 31st of each year. The report shall cover the previous calendar year and include as a minimum, the following:
- (a) a monthly mass balance of the waste received, processed and transferred from this *Site*, including waste type, quantity and disposal destination;
 - (b) an annual summary mass balance of the waste received, processed and transferred from this *Site*, including waste type, quantity and disposal destination;
 - (c) an annual summary of any deficiencies, items of non-compliance or process aberrations that occurred at this *Site* and any remedial/mitigative action taken to correct them;
 - (d) a descriptive summary of any spills, incidents or other emergency situations which have occurred at this *Site*, any remedial measures taken, and the measures taken to prevent future occurrences;
 - (e) a summary describing any rejected waste including quantity, waste type, reasons for rejection and origin of the rejected waste;
 - (f) any environmental and operational problems, that could negatively impact the environment, encountered during the operation of the *Site* or identified during the facility inspections and any mitigative actions taken;
 - (g) any changes to the Emergency Response Plan, the Design and Operations Report or the Closure Plan that have been approved by the *Director* since the last Annual Report; and
 - (h) any recommendations to minimize environmental impacts from the operation of the *Site* and to improve *Site* operations and monitoring programs in this regard.

Financial Assurance

66. (a) Within 20 days of this *Approval*, the *Owner* shall submit to the *Ministry*, Financial Assurance in the amount of **\$13,650**, as defined in Section 131 of the *EPA*, which will be added to the **\$65,000** currently held by the *Ministry*, for a combined total of **\$78,650**. 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-Site at any one time.
- (b) Commencing on May 31, 2023 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 66 (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 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 ten (10) days of written acceptance of the re-evaluation by the *Director*.
- (c) Commencing on May 31, 2020, the *Owner* shall prepare and maintain an updated re-evaluation of the Financial Assurance at the *Site*, required to implement the actions required under Condition 66 (a) for each of the intervening years in which a

re-evaluation is not required to be submitted to the *Director* under Condition 66 (b). The re-evaluation shall be made available to the *Ministry* , upon request.

- (d) 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.

Training

- 67. The *Owner* shall ensure that *Site* personnel are trained and receive annual refresher training on the operation and management of the *Site*, or area(s) within the *Site*, in accordance with the specific job requirements of each individual. The training shall include but not limited to:
 - a. an outline of the responsibilities of the *Site* personnel;
 - b. personnel training protocols;
 - c. any environmental concerns pertaining to the wastes accepted at the *Site*;
 - d. occupational health and safety concerns pertaining to the wastes received;
 - e. proper receiving and recording procedures (including recording procedures of wastes which are refused at the *Site*);
 - f. proper storage, handling, sorting and shipping procedures;
 - g. operation of equipment and procedures to be followed in the event of a process upset or an emergency situation;
 - h. recording procedures as required by the Conditions of this *Approval*; and
 - i. inspection and preventative maintenance procedures.

Closure

- 68. (a) The *Owner* shall submit, for approval by the *Director*, a written Closure Plan four (4) months prior to the permanent closure of the *Site*. This plan must include, as a minimum, a description of the work that will be done to facilitate closure of the *Site* and a schedule for completion of that work; and
- (b) Within ten (10) days after closure of the *Site*, the *Owner* must notify the *Director*, in writing, that the *Site* is closed and that the Closure Plan has been implemented.

SCHEDULE "A"

This Schedule "A" forms part of this Approval:

1. Application to the Ministry of Environment, Conservation & Parks (MECP) dated June 29, 2018 and signed by Gordon Kerr, President, Simtor Environmental Ltd. and Camille Taylor, Jeremy Schmitt, Doug Kerr and Trish Edmond of Golder Associates Ltd., for a Waste Disposal Site (Processing) and includes supporting documentation.
2. Design & Operations Report, dated June 2018 and prepared by Golder Associates Ltd. for Simtor Environmental Ltd.
3. Email to Celia Jackson , MECP with attached Financial Assurance Supporting Documents from Astrid Reid, Accounting and Office Manager, Simtor Environmental Ltd./Durham Disposal Services Ltd., dated June 27, 2019.
4. Email to Celia Jackson, MECP from Jessica Hanschell, Environmental Consultant, Golder Associates Ltd., with Submission of Additional Comments Schedule. dated May 10, 2019.
5. Detailed email responses and supporting documents to Kim Lendvay's questions and comments from Jessica Hanschell, Environmental Consultant, Golder Associates Ltd., dated May 28, 2019.
6. Financial Assurance re-calculation email to Celia Jackson, MECP from Gordon Kerr, P. Eng., President, Durham Environmental Group of Companies, dated July 26, 2019.
7. Financial Assurance re-calculation email to Celia Jackson, MECP from Gordon Kerr, P. Eng., President, Durham Environmental Group of Companies, dated July 30, 2019.

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

The reason for Condition 1 is to clarify that the previously issued Approval No. A680029 dated September 26, 1994 and subsequently issued Notices of amendments, are no longer in effect and has been replaced and superseded by the Terms and Conditions stated in this Approval.

The reason for Conditions 2, 3, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17 and 18 is to clarify the legal rights and responsibilities of the Owner under this Approval.

The reasons for Conditions 4 and 65 is to ensure that the Site is designed, built, 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.

The reasons for Condition 12 is 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 change.

The reason for Condition 13 is to ensure that no portion of this Site is transferred or encumbered prior to or after closing of the Site, unless the Director is notified in advance in writing and is satisfied with the arrangements made to ensure that all terms and conditions of this Approval will be carried out and sufficient financial assurance is deposited with the Ministry, if requested by the Director.

The reason for Condition 14 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 Approval. This condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the EPA and OWRA.

The reason for Conditions 19, 21 and 25 is to specify the approved areas from which waste may be accepted at the Site; the types and amounts of waste that may be accepted, based on the Owner's application and supporting documentation and to specify the types of wastes that are prohibited at the Site.

The reason for Conditions 20, 22, and 23 is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this Approval, the EPA and its regulations.

The reason for Conditions 24 is to specify the hours of operation for the Site.

The reason for Conditions 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 is to ensure that waste type and storage is done in a manner and duration which does not result in a nuisance or a hazard to the environment or any person.

The reason for Conditions 35, 36 and 37 is to ensure that the Site is secure when unattended to prevent unauthorized persons from entering the Site.

The reason for Conditions 38, 39, 40, 41 and 60 is to ensure that the Site is operated and maintained in an environmentally acceptable manner which does not result in a hazard or nuisance to the natural environment or any person.

The reason for Condition 42 is to prevent unauthorized entry to the Site.

The reason for Condition 44, 45, 46 and 47 is to ensure that the Site is regularly inspected and that the facilities and equipment are maintained in a state of good repair thereby minimizing the likelihood of creating a hazard or nuisance to the natural environment or any person.

The reason for Conditions 48 and 49 is to ensure stormwater discharges from the Site are properly managed.

The reason for Conditions 50, 51, 52, 53, 54, and 55 is to ensure that the Owner is prepared and properly equipped to take action in the event of a spill, fire or other operation upset.

The reason for Conditions 43, 56, 57, 58 and 67 is to ensure that the Owner's staff are properly trained in the operation of the equipment used at the Site and emergency response procedures.

The reason for Conditions 59 is to ensure that any complaints regarding operations at this Site are responded to in a timely and efficient manner.

The reason for Conditions 61, 62, 63 and 64 is to ensure that detailed records of Site activities, inspections and upsets are recorded and maintained for inspection and information purposes.

The reason for Condition 66 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.

The reasons for Condition 68 are to ensure that final closure of the Site is completed in accordance with Ministry standards.

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). A680029 issued on September 26, 1994

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**

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 27th day of April, 2020



Mohsen Keyvani, P.Eng.

Director

appointed for the purposes of Part II.1 of the
Environmental Protection Act

CJ/

c: District Manager, MECP York-Durham
Camille Taylor, Jeremy Schmitt, Doug Kerr, Golder Associates Ltd.