

January 19, 2024

XCG File No. 5-4409-16-03

Mrs. Sara Sideris
Application Assessment Officer
The Ministry of the Environment, Conservation and Parks
1st Floor
135 St Clair Ave W
Toronto, Ontario M4V 1P5

Sara.Sideris@ontario.ca

Re: Dresden Transfer Facility ECA Amendment – MECP Reference Number 2082-CYEJP2

Dear Mrs. Sideris:

This letter is in response to The Ministry of the Environment, Conservation and Parks (MECP)¹ request for additional information regarding the submitted Environmental Compliance Approval (ECA) Amendment Application – Dresden Transfer Facility, Dresden, Ontario. The MECP reference number for this file is 2082-CYEJP2.

XCG has responded on behalf of York1 Ltd. (York1) to the individual requests below and when required additional files area attached.

No FA (financial assurance) estimate with supporting calculations and 2 separate third party quotes was submitted for this amendment, this is a mandatory request and has to be completed at this time - please confirm who originally submitted the initial FA amount for the site ECA - ownership change request - please verify if all documents submitted to support change - where is the proof that the FA was changed over to the new owner? please submit documents.

- As stated in the “Design and Operations Report 1, ECA A020401, Waste Disposal Site (Processing and Transfer),” dated December 8, 2023:

“The proposed Site is located within buffer lands of the existing landfill facility operating under the ECA A021304. Stored waste at the proposed waste processing and transfer facility will be disposed of at the landfill upon the closure of the Site. Therefore, Financial Assurance for the waste processing and transfer facility will be covered by the landfill Financial Assurance.”

The ECA Amendment for the Landfill Site was submitted, and XCG is in the process of completing the FA calculations related to the amendment application for the landfill and transfer facility.

¹ Previously also known as the Ministry of the Environment (MOE), Ministry of the Environment and Energy (MOEE), and the Ministry of Environment and Climate Change (MOECC). Currently known as the Ministry of the Environment, Conservation and Parks (MECP).



On August 12, 1992, Waste Wood Disposal Ltd. was issued a Certificate of Approval (A020401). The ECA does not state the amount of financial assurance. York1 has no record of Waste Wood Disposal Ltd. calculating or posting FA. On January 16, 2023, York1 gave notice to the MECP of the transfer of the ECAs from Wood Waste Disposal Ltd to York1. At that time York1 prepared a FA calculation for the unamended ECA A020401 in the amount of \$4,430.66 and submitted the FA in the form of a Surety Bond to MECP (attached FA Calculation and Surety Bond).

Please confirm proposed hours of operation for the transfer and processing site 24/7 – 365 days per year?

- XCG can confirm the hours of operation for the transfer facility will be 24 hours a day, 7 days a week, 365 days a year.

Please confirm service area for this application (waste transfer and processing site) it is identified as the Province of Ontario in the ECA application form Section 5.4.1 - verify if this is correct? or just servicing the Town of Dresden - please update ECA form, and EBR abstract if changes are required.

- On August 12, 1992, Waste Wood Disposal Ltd. was issued a Certificate of Approval (A020401) for the waste processing transfer facility that does not stipulate a limit to the service area, and therefore the service area of the Province of Ontario is assumed. XCG can confirm that the service area for the Dresden Transfer Facility will remain as the Province of Ontario.
- In addition, on July 15, 1994, Waste Wood Disposal Ltd. was issued a Certificate of Approval (A800646) for the waste management system that clearly identifies the Province of Ontario and the service area. XCG can confirm that the service area for the Dresden Transfer Facility will remain as the Province of Ontario.

The Neighbour Notification Letters have the incorrect ministry e-mail address indicated on the majority of the letters (only 2 letters have the correct address identified - why? please correct all the letters and re-distribute out to the proper recipients with confirmation of dates of delivery) correct e-mail address is wasteproposalcomments@ontario.ca (please include the correct e-mail address in the letters - only 11 letters included in submission yet there are 12 names listed in the table? please explain).

- XCG has attached a revised example of the neighbour notification letters. All 11 neighbour notification letters will be revised and sent.
- In the time between the completion of the neighbouring properties table and the submission of the application York1 purchased one of the neighbouring properties. No notification letters are being sent to York1 owned properties.

Please confirm the Project Description above for use as the EBR abstract - please add in service area and legal name of the company applying.

- The revised EBR abstract is attached.

Request for partial LOF (limited operational flexibility) embedded in the Executive Summary will be evaluated under the technical review, as no additional supporting documents have been submitted to support this request as per ministry guidelines.



- Limited Operational Flexibility (LOF) is not being sought for this site.

As indicated in your submission please be aware that other media approvals (i.e. Air/Noise and Sewage) may be required for this type of project.

- XCG and York1 are aware that other media approvals may be required. York1 has already applied for a sewage ECA for the entire Site. If other media approvals are required, such as air/noise, York1 would apply for such on an “entire site basis” encompassing both the landfill and the waste processing/transfer facility. York1 would require discussions with MECP waste approvals prior to preparing such an application.

Also, it appears that in calculating the required application fee, you have overlooked certain aspects of your application for which individual fees are required under the fees regulation, and as a result the fee of \$0.00 which you have submitted is inadequate. We have determined that in accordance with the fees regulation, the total fee required for your application is \$3800.00.

- As stated in our application cover letter:

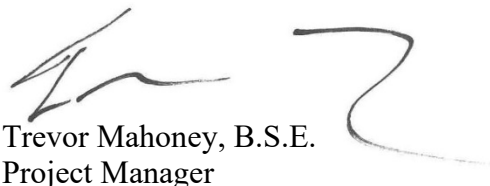
“It should be noted that this ECA Application was originally submitted along with an amendment for the landfill located on the same site in October 2023. The application was 6245-CWAQYK and the fees were paid for that submission. During a consultation with MECP staff it was decided that the transfer facility and landfill applications be submitted separately, however instead of refunding the payment it was retained until both applications are in and either a refund or additional payment is arranged depending on the revised costs for both new ECA applications.”

XCG’s understanding is that the MECP will process the fees for this application as well as the landfill application and request additional funds or refund any funds paid in excess of the required amounts.

I trust this correspondence meets your current requirements.

Yours very truly,

XCG CONSULTING LIMITED

A handwritten signature in black ink, appearing to read 'Trevor Mahoney'. The signature is fluid and cursive, with a large, sweeping 'T' and 'M'.

Trevor Mahoney, B.S.E.
Project Manager

cc: George Kirchmair, Vice President, York1

Attachments: Attachment 1 - FA Calculation and Surety Bond
Attachment 2 - Revised Example of the Neighbour Notification Letters
Attachment 3 - Revised EBR Abstract

ATTACHMENT 1
FA CALCULATION AND SURETY BOND



January 3, 2023

Financial Assurance and Brownfields Services
Client Services and Permissions Branch
Ministry of the Environment, Conservation and Parks
135 St. Clair Avenue West, 1st Floor, Toronto, M4V 1P5

Attention: Director

Updated Financial Assurance Calculation
Proposed Re-Evaluation for A020401 for Waste Transfer/Processing Facility
29831 Irish School Road, Dresden, Ontario

The updated Financial Assurance Calculation for the waste transfer/processing facility located at 29831 Irish School Road, Dresden, Ontario is as follows:

Daily Maximum Storage Capacity & Residual:

Waste Classification	On-Site Storage (tonne)
Non-Hazardous Waste	75

Chipped wood and metals have value and will be disposed at recycling facilities, the other materials will be disposed at a licensed landfill facility as solid non-hazardous waste.

Unit costs for loading, hauling and disposal:

Unit Cost:	Non-Hazardous Waste (per tonne)	
	Waste Connection (Ridge Landfill)	Waste management (Twin Creeks Landfill)
Loading	\$ 5.20	\$ 5.20
Distance (km)	45	64
Hauling (per km) (Load of 36 tonnes)	\$ 2.50	\$ 2.50
Transportation cost (per tonne)	\$ 3.13	\$ 4.44
Disposal (tipping fees)	\$ 36.34	\$19.10
Subtotal:	\$ 44.67	\$ 28.74
Project Management 15%	\$ 6.70	\$ 2.87
Total	\$ 51.37	\$ 31.61

Updated FA Calculation

FA = (75 tonnes x \$ 51.37/tonne) + 15% contingency = **\$4,430.66**



Building Demolition

As there is no Building at the Site, the building demolition Cost is \$0.

The facility will be fenced off; therefore, no security devices will need to be installed.

Based on the calculation above, the updated Financial Assurance for the waste disposal facility (ECA A020401) located at 29831 Irish School Road in Dresden, Ontario is **\$ 4,430.66**.

If you have questions, please do not hesitate to call the undersigned.

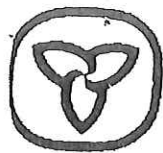
Sincerely,
York1 Dresden Transfer Ltd.

George Kirchmair

George Kirchmair, P.Eng.
Vice President, Environmental Services

Attachments:

- ECA # A20401
- Confidential Disposal Agreement – Waste management
- Disposal quote – Waste Connections (by e-mail)
- Confidential Haulage Quote – ACES Waste Management (Muskoka) Ltd.
- Confidential Loading Quote



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Ministry
of the
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Ministère
de
l'Environnement

NOTICE
PAGE 1 OF 9

Waste Wood Disposal Limited
P.O. Box 553
432 Hughes Street
Dresden, Ontario
NOP 1M0

You are hereby notified that Provisional Certificate of Approval for a Waste Disposal Site (Processing) No. A 020401 dated August 17, 1992, including all revisions and amendments, is amended by a Notice.

all in accordance with the following plans and specifications:

The application for a Waste Disposal Site (Processing) dated March 16, 1998 and supporting information as listed in Schedule "A" which is attached to this Provisional Certificate of Approval and forms a part of this Certificate.

Located: Lot 7, Concession 5
(formerly Township of Camden)
Municipality of Chatham-Kent

which includes the use of the site only for the storage, transfer and processing of the following categories of waste (Note: A change of the use of the Site or the addition of new categories of wastes requires a new application and amendments to the Provisional Certificate of Approval) non-hazardous Solid Waste from the Industrial, Commercial, Institutional and Municipal Sectors.

and subject to the following conditions:

A. Definitions:

For the purposes of this Provisional Certificate of Approval:

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

"Certificate" means Provisional Certificate of Approval for a Waste Disposal Site (Processing);



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and subject to the following conditions:

A. Definitions:

For the purposes of this Provisional Certificate of Approval:

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

"Certificate" means Provisional Certificate of Approval for a Waste Disposal Site (Processing);

"Director" means a Director of Approvals Branch of the Ontario Ministry of the Environment;

"District Manager" means the District Manager, Sarnia/Windsor District Office, Ontario Ministry of the Environment;

"Ministry" means the Ontario Ministry of the Environment;

"Proponent" means Waste Wood Disposal Ltd. ;

"Region" means the Southwestern Region, Ministry of the Environment; and

"Site" means the operation being approved under this Certificate, located at Lot 7, Concession 5 (formerly Township of Camden), Municipality of Chatham-Kent.

B. General:

1. The requirements specified in this Certificate are the requirements under the **Environmental Protection Act**, R.S.O. 1990. The issuance of this Certificate in no way abrogates the Proponent's legal obligations to take all reasonable steps to avoid violating other applicable provisions of this legislation and other legislation and regulations.
2. The requirements of this Certificate are severable. If any requirement of this Certificate, or the application of any requirement of this Certificate to any circumstance, is held invalid, the application of such requirement to other circumstances and the remainder of this Certificate shall not be affected in any way.
3. The Proponent shall ensure compliance with all the terms and conditions of this Certificate. Any non-compliance constitutes a violation of the **Environmental Protection Act**, R.S.O. 1990 and is grounds for enforcement.
4. The Proponent shall furnish to the Director or the District Manager any information which the Director or the District Manager may request (concerning compliance with this Certificate) and copies of any records required to be kept by this Certificate.
5. The Proponent 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 **Environmental Protection Act**, R.S.O. 1990, 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,

without restricting the generality of the foregoing, to:

- (b) 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.
6. (a) Where there is a conflict between a provision of any document referred to in Schedule "A", and the conditions of this Certificate, the conditions in this Certificate shall take precedence.
- (b) Where there is a conflict between documents listed in Schedule "A", the document bearing the most recent date shall prevail.
7. The Proponent shall ensure that all communications/correspondence made pursuant to this Certificate includes reference to the Certificate number.
8. The Proponent shall notify the Director in writing of any of the following changes within thirty (30) days of the change occurring:
- (a) change of Proponent or operator of the System or both;
 - (b) change of address or address of the new Proponent;
 - (c) change of partners where the Proponent or operator 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 Proponent or operator 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 Director; and
 - (e) change in directors or officers of the corporation where the Proponent or operator 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 8(d), supra.

9. In the event of any change in ownership of the Site, the Proponent shall notify in writing the succeeding owner of the existence of this Certificate; and a copy of such notice shall be forwarded to the Director.
10. The Proponent shall, forthwith upon request of the Director, District Manager, or Provincial Officer (as defined in the Act), 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
 - (a) In the event the Proponent 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 Proponent, or to require the Proponent 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 Proponent relating to the Information, amounting to non-compliance with this Certificate or any statute or regulation.
11. 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.
12. All records and monitoring data required by the conditions of this Certificate must be kept on the Proponent's premises for a minimum period of two (2) years from the date of their creation.
- c. Site Operations:**
13. (a) Subject to condition 13. (b), the maximum amount of waste which may be accepted at the Site shall not exceed 75 tonnes per day; and
 - (b) The maximum amount of waste that may be stored on the Site at any one time shall not exceed 75 tonnes.
14. The Site shall only accept waste and process waste between the hours of 7:00 a.m. and 9:00 p.m., Monday to Saturday inclusive.

15. (a) The Proponent must ensure that any residual waste leaving the Site is disposed at a waste disposal site that is approved to accept such material; and
- (b) The Proponent must ensure that all of the wastes generated at the Site are disposed in accordance with Ontario Regulation 347, R.R.O. 1990.
16. (a) At no time is burning allowed at the Site; and
- (b) The Proponent shall ensure that all appropriate measures are taken to prevent the generation of airborne contaminant emissions, including noise, dust and odour, from the Site. If airborne contaminant emissions from the Site cause or have the potential to cause an adverse effect, as defined in the Act, immediate action shall be taken by the Proponent to abate the emission. If, in the opinion of the District Manager, these measures do not abate the emission, and if the District Manager provides written notice to the Proponent, receipt and processing of waste at the Site shall cease immediately until the cause of the emission has been abated to the satisfaction of the District Manager.
17. All incoming waste shall be inspected prior to being received to ensure that the Site is approved to accept that type of waste.
18. The Site must be maintained in a secure manner, such that unauthorized vehicles/persons cannot enter the Site.
19. Staff shall be trained in the operation and maintenance of the specific equipment which they operate at the Site and in related emergency response procedures.
20. All spills and upsets shall be immediately reported to the Ministry's Spills Action Centre at 1-800-268-6060 and shall be recorded in the log referred to in Condition 22 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. The Proponent must conduct regular inspections of the equipment and facilities to ensure that all relevant processing and storage equipment and facilities at the Site are maintained in good working condition at all times. Any deficiencies detected during these regular inspections must be promptly corrected.

D. Record Keeping

22. Written daily records shall be maintained by the Proponent in a log book which will include the source, type and amount of all materials received, and the type amount and destination of all materials shipped from the Site including residual wastes.

E. Annual Report:

23. For each calendar year within which the site operates, the Proponent shall prepare and submit to the District Manager, for his/her information, no later than March 31st of the following year, a report covering the previous year's operations; and the annual report shall include the following as a minimum:

- (a) a yearly summary of volumes of all wastes processed at the Site including incoming waste, outgoing materials and residual waste;
- (b) any environmental and operational problems, that might negatively impact the environment, encountered during the operation of the Site and any mitigative actions taken;
- (c) a statement as to compliance with all Conditions of this Certificate and with the inspection and reporting requirements of the Conditions; and
- (d) any recommendations to minimize impacts and improve Site operations.

F. Financial Assurance

- 24. (a) The Proponent shall submit to the Director, Financial Assurance as defined in Section 131 of the Act. This Financial Assurance shall be in a form and amount 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;
- (b) No processing operations shall be carried out, or any waste accepted at the site, unless the Ministry has received the appropriate amount of Financial Assurance as outlined in Condition 24. (a);
- (c) Commencing on March 31, 1999 and on an annual basis thereafter, the Proponent shall provide to the Director a re-evaluation of the amount of the Financial Assurance reasonable to facilitate sufficient funds for the analysis, transportation, Site clean-up, monitoring and disposal of all quantities of waste on the Site at any one time. The Financial Assurance must be submitted to the Director within ten (10) days of written acceptance of the re-evaluation by the Director.

- (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 the financial assurance is scheduled to expire and notice is received indicating the 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 Proponent shall forthwith replace the financial assurance with cash.

G. Closure Plan:

- 25. (a) The Proponent must submit, for approval by the Director, a written Closure Plan for the Site, four (4) months prior to closure of the Site. This Closure 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 the completion of the work; and
- (b) Within ten (10) days after closure of the Site, the Proponent must notify the Director, in writing, that the Site is closed and that the Site Closure Plan has been implemented.

SCHEDULE "A"

This Schedule "A" forms part of Certificate: A020401

- (1) Application for a Certificate of Approval for a Waste Disposal Site (Processing) dated March 16, 1998 including a Site Plan, description of the proposed operation, letter to adjacent landowner, Form 1 of the Business Corporations Act showing the company name.
- (2) Letter from George Segart, Deputy Clerk of the Corporation of the Municipality of Chatham-Kent, to Mr. W. Ng of the MOE dated February 12, 1998 with Transfer/Deed of Land attached.

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

- (1) The reason for Conditions 1, 2, 3, 4, 6, 7, 8, 9, 10, and 11 is to clarify the legal rights and responsibilities of the Proponent.
- (2) The reason for Condition 5 is to ensure that the appropriate Ministry staff have ready access to the operations of the Site which are approved under this Certificate. The condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the Environmental Protection Act, the Ontario Water Resources Act and the Pesticides Act, as amended.
- (3) The reason for Condition 13 is to ensure that the types amounts of waste received and processed at the Site are in accordance with that approved by this Certificate.
- (4) The reason for Condition 14 is to define the operating hours of the Site.
- (5) The reason for Conditions 15, 16, 17, 18, 19 and 21 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.
- (6) The reason for Condition 20 is to ensure that staff are properly trained in the operation of the Site's equipment and emergency response procedures. This will minimize the possibility of spills occurring and will enable staff to deal promptly and effectively to any spills that do occur.
- (8) The reason for Conditions 12, 22 and 23 is to ensure that the Proponent keep records of the appropriate information and submit an annual summary report to this Ministry so that the operation can be evaluated to ensure compliance with the Guidelines.
- (9) The reason for Condition 24 is to ensure that sufficient funds are available to the Ministry to clean up the Site in the event that the Proponent is unable or unwilling to do so.
- (10) The reason for condition 25 is to ensure that the Site is closed in accordance with Ministry standards and to protect the health and safety of the public and the environment.

In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, you may by written notice served upon me, the Environmental Appeal Board and the Environmental Commissioner, Environmental Bill of Rights, S.O. 1993, Chapter 28, within 15 days after receipt of this Notice, require a hearing by the Board. Section 142 of the Environmental Protection Act, as amended provides that the Notice requiring a 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.

In addition to these legal requirements, 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,
Environmental Appeal Board,
2300 Yonge St., 12th Fl.,
P.O. Box 2382
Toronto, Ontario.
M4P 1E4

The Environmental Commissioner,
1075 Bay Street,
Suite 605,
6th Floor,
Toronto, Ontario.
M5S 2W5

The Director,
Section 39, *Environmental Protection Act*,
Ministry of the Environment,
250 Davisville Avenue, 3rd Floor,
Toronto, Ontario.
M4S 1H2

This instrument is subject to Section 38 of the Environmental Bill of Rights, that allows residents of Ontario to seek leave to appeal the decision on this instrument. Residents of Ontario may seek to appeal for 15 days from the date this decision is placed on the Environmental Registry. By accessing the Environmental Registry, you can determine when the leave to appeal period ends.

DATED AT TORONTO this 9th day of October, 1998.

THIS IS A TRUE COPY OF
THE ORIGINAL CERTIFICATE
SIGNED BY: A. Dominski, P. Eng.

MAILED ON: **OCT 13 1998**

BY: 

PUT OR PAY

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st day of August 2021, by and between Waste Management of Canada Corporation ("WMCC"), Pine Tree Acres, Inc. ("PTA") and Millwick Transfer Ltd. ("Customer")

Recitals

1. Customer owns and operates a solid waste transfer station business at 48 Millwick Drive, North York, Ontario M9L 1Y3 (the "Transfer Station").
2. WMCC owns and operates the Twin Creeks Landfill ("Twin Creeks") located in Watford, Ontario and RTA (with WMCC, referred to as "WM") owns and operates the Pine Tree Acres Landfill ("Pine Tree Acres") located in Macomb County, Michigan (Collectively the "Disposal Facilities" and individually a "Disposal Facility").
3. Customer desires to enter into an agreement for the disposal of specified quantities of non-hazardous solid waste which is (a) processed by the Transfer Station and (b) permitted for disposal at the Landfill pursuant to the terms and conditions of applicable permits and under applicable laws and regulations ("Acceptable Solid Waste"), and
4. WM desires to accept Acceptable Solid Waste delivered to the Landfill by Customer.

Agreement

In consideration of the premises and the mutual representations, warranties and covenants contained herein, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of August 1, 2021 and shall end on August 1, 2024 (the "Term"). Thereafter this Agreement may be renewed for additional successive twelve (12) month term upon mutual written agreement of the parties.
2. **WM's Obligation to Accept Solid Waste.** WM shall receive Acceptable Solid Waste for disposal at the Landfill during the Term hereof during its normal hours of operation.
3. **Customer's Obligation to Deliver Solid Waste.** Customer shall deliver a minimum of 75,000 US tons of Acceptable Solid Waste to the Landfill during the Term, and each successive 12-month renewal term. If Customer fails to deliver applicable minimum tonnage specified above during the Term Period, the Customer will be invoiced for and will pay the amount calculated by multiplying the price for Acceptable Material plus applicable taxes by the difference between the minimum tonnage provided for above and the number of tons actually delivered during the period, as determined based on weight tickets.
4. **Disposal Fee.** Customer will pay a disposal fee ("Disposal Fee") of US \$14.15 per ton for all Acceptable Solid Waste delivered to the Landfill during the Term; on the commencement date of each 12-month renewal term following the Term, if any, the Disposal Fee applicable during such renewal term will be that prevailing during the previous 12-month period, plus 3.84 percent. This rate is inclusive of any fees and taxes existing on the date of this agreement. Any new or increased fees, taxes or other amounts will be added to the then applicable per ton rate.



5. Billing and Payment. WM shall provide Customer with an invoice reflecting the number of tons of Acceptable Solid Waste disposed of and the amount due, for disposal of Acceptable Solid Waste during the period covered by the invoice. Customer shall pay all invoices in full within 45 days of invoice date. If the Customer fails to deliver the applicable minimum tons specified above during the Term or any 12 month renewal term, as the case may be, then the Customer will be invoiced for and will pay the amount calculated by multiplying the price for Acceptable Solid Waste by the difference between the minimum ton provided for above and the number of tons actually delivered during the period, as determined based on weight tickets. The invoice in respect of any shortfall volume will be issued after the end of the applicable period and will be payable within 45 days after issuance. The Customer shall pay a late fee on all past amounts due accruing from the date of the invoice at a rate of 2.5% per month *or* if less the maximum allowed by law.

6. No Non-Hazardous Special, Hazardous, Radioactive or Toxic Waste. Customer warrants that all waste delivered will be Acceptable Solid Waste and, for greater certainty, shall not contain any non-hazardous special wastes, and shall not contain (a) any infectious, hazardous, radioactive or toxic waste or substance, as such terms are defined by applicable federal laws or regulations or applicable laws or regulations of the State of Michigan, or (b) any waste that is not permitted for disposal at the disposal facilities identified on this Agreement. customer agrees to report promptly to WM any information it obtains indicating that any materials it has delivered hereunder may contain materials other than Acceptable Solid Waste.

7. Compliance with Laws.

a. Customer shall comply with all applicable local, state and federal laws pertaining to the delivery of the Acceptable Solid Waste.

b. Pursuant to Part 115 of Michigan's Natural Resources and Environmental Protection Act (the "Environment Act"), as amended, waste generated outside of Michigan may currently be disposed of at a landfill located in Michigan if either:

i. The waste has been generated in a jurisdiction that has been pre-approved for disposal in a Michigan landfill by the Michigan Department of Environmental Quality; or

ii. The waste has been processed in a material recovery facility, transfer facility or other facility to remove materials banned from disposal in Michigan landfills and each load of such waste is accompanied by a certificate acceptable under Michigan law regarding such processing.

Customer will ensure that all of the waste delivered to the Landfill will be Acceptable Solid Waste and will be delivered in accordance with the terms and conditions of Part 115 of the Environment Act as it may be amended and restated from time to time.

c. Customer shall also comply with work and safety rules which have been promulgated by the Landfill. Customer and WM each represent and warrant to the other party that such party has all required approvals, license, and permits necessary for the operation of their respective waste facilities described in this Agreement.

8. Rights of Refusal/Rejection. WM has the right to refuse or reject after acceptable any load of waste delivered If it has reasonable evidence that the waste delivered contains other than Acceptable Solid Waste. If the Customer delivers non-conforming waste and refuses to immediately remove and

dispose of such waste, WM may, in its sole discretion, either remove and dispose of that waste and charge the delivering party for the costs, in addition to its rights to indemnification specified herein.

9. Indemnification. Each party agrees to indemnify, save harmless and defend the other from and against any claim arising in whole or in part as a result of a breach of any provision, warranty or representation in this Agreement or any negligent or willful act or omission of such party, its employees or subcontractors in the performance of this Agreement, including any suits or actions brought against each other for or on account of, any injuries or damages received, sustained, or occasioned by or on account of negligent acts or omissions of any party, its servants, or agents incurred in the performance of this Agreement.

10. Defaults and Remedies. If either party fails to observe or perform any provision of this Agreement, and such failure continues for five days after receipt of written notice thereof from the other party, the party which fails to perform shall be in default; provided, however, if such default cannot reasonably be cured within such five day period, the defaulting party shall not be deemed to be in default if such party shall within such period commence a cure and thereafter diligently prosecute the same to completion. In the event of a default, the non-defaulting party may terminate this Agreement upon notice to the defaulting party and seek damages for the default from the defaulting party.

11. Excused Non-Performance. The performance of this Agreement may be suspended by WM in the event that disposal of Acceptable Solid Waste is prevented by a cause or causes beyond the reasonable control of WM. Such causes shall include, but not be limited to acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble and strike. WM must, within a reasonable time after it has knowledge of the effective cause, notify the Customer of the cause for suspension, the performance suspended and the anticipated duration of suspension. WM shall advise the Customer when the suspending event has ended, and when performance will be resumed. Once the suspending event ends, WM will promptly resume performance.

12. Independent Contractor. Each party is, and shall perform its obligations under this Agreement, as an independent contractor, and as such shall have and maintain in complete control over all of its employees, agents and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

13. Confidentiality. Both parties agree not to disclose the terms of this Agreement to any other person unless required to do so by a court of competent jurisdiction.

14. General Provisions

a. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective affiliates, successors, assigns and transferees.

b. **Assignment, Sale or Transfer.** No party may assign, sell, or transfer its rights and obligations under this Agreement without the prior written consent of all other parties in their respective discretion. The party from whom such consent is sought shall have the absolute discretion to provide or refuse such consent. Any change of control of Customer shall constitute

an assignment under this paragraph. Any such consent may be conditioned on the transferee agreeing to assume all obligations under the terms of this Agreement. Customer will not sell all or substantially all its business unless the purchaser agrees to assume the obligations of this Agreement and the transaction is otherwise permitted hereunder.

c. Severability. If any provision of this Agreement or any portion of such provision or the application thereof to any party or circumstance shall be held to be invalid or unenforceable or shall become a violation of a local, state or federal law, then the same as so applied shall no longer be a part of this Agreement, but the remainder of the Agreement and the application of the affected provisions to other parties and circumstances shall not be affected thereby and this Agreement as so modified shall continue in full force and effect.

d. Notices. Any notice, request, information, or other document to be given hereunder to any of the parties by any other party shall be in writing and hand delivered or sent by certified mail, postage pre-paid, as follows:

If to WM, addressed to:

Pine Tree Acres, Inc.
48797 Alpha Drive -Suite 100
Wixom, MI 48393

Attention:

Director M&I Sales

If to customer, addressed to:

Millwick Transfer Ltd..
48 Millwick Dr., North York, Ontario
M9L 1Y3

Attention:

Pedro Ferreira

Any notice shall be deemed given upon receipt by a party. Any party may change the address to which notices are to be sent to it by giving written notice of such change of address as herein provided.




e. Counterparts. This Agreement may be executed in any number of counterparts, each of deemed an original, and a facsimile signature will be deemed to be an original.

15. Choice of law. All matters relating to the disposal of Acceptable Solid Waste by Customer at the Disposal Facility, including the interpretation of this Agreement will be governed by the laws of the state of Michigan and the federal, municipal, and other laws applicable therein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

Pine Tree Acres, Inc.

Name: Barry Toornman

Signature:  8/31/2021

Millwick Transfer Ltd.

Name: Brian Brunetti

Signature: 

Viktor Kopetskyy

From: Jason Sedaros <jason.sedaros@wasteconnections.com>
Sent: October 19, 2022 1:38 PM
To: Viktor Kopetskyy
Subject: Pricing at the Ridge landfill in 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Viktor,

York 1 Environmental is a customer of Waste Connections and the Ridge landfill with an allotment of space set aside for them for 2022 and 2023.

Your rate for disposal in 2023 will be \$ 34.00 per tonne. There is also a 5% fuel surcharge and 1.88% carbon added to all waste entering our facility.

Any questions or concerns, please feel free to contact me anytime.

Thanks,

Jason



Jason Sedaros

Sales Representative, Ridge Landfill

Office: 519-676-5000 | Cellular: 226 577 2567

Waste Connections of Canada | 20262 Erieau Road | Blenheim, ON, N0P 1A0

www.WasteConnectionsCanada.com





ACES Waste Management (Muskoka) Ltd.

December 23, 2022

George Kirchmair
York1 Environmental Ltd.
5090 Commerce Blvd, Suite 200
Mississauga, Ontario
L4W 5M4

Re: Waste Haulage Quote Via Walking Floor Trailers

Attention: Mr. Kirchmair

This quote is to provide waste haulage services within Ontario using Aces Waste Management Walking Floor Trailers.

Transportation Cost = \$2.50 per km

Please feel free to contact the undersigned for any further details.

Sincerely,

Nick Andrews
General Manager



QUOTE

TRIPLE WASTE MANAGEMENT LTD

Waste Services, Transfer Network & Infrastructure

48 Millwick Drive, Toronto, ON. M9L 1Y3

Dispatch: 416-688-4747

frank@triplewastemanagement.com

NOVEMBER 30, 2020

QUOTE VALID FOR 30 DAYS

TO: York Group of Companies
125 Villarboit Cres.
Vaughan, ON, L4K 4K2

Attn: George Kirchmair

JOB // SITE LOACTION	PREPARED BY	PAYMENT TERMS
Lottridge Transfer	FM	30 Days

- Hauling from 217 Lottridge to Carleton Farms via Trailer \$1600.00 per load
- Loading Waste \$5.20 per Metric Tonne

This is a quotation on the goods named, subject to the conditions noted below:

Unable to service or cancelled loads may be billed \$150.00 each.

All pricing subject to; available markets, fuel rates and federal and provincial taxes.

Payment Terms Net 30.

Best Regards,

Frank Mora
Cell: 647-887-0906



May 19, 2023

Sent Electronically to MECPFinancialAssurance@ontario.ca

Sent by Courier

Financial Assurance and Brownfields Services
Client Services and Permissions Branch
Ministry of the Environment, Conservation and Parks
1st Floor, 135 St. Clair Avenue West,
Toronto, ON M4V 1P5

Attention: Mary Ouroumis (416-326-2398)

**Re: Financial Assurance
Environmental Compliance Approval #A020401
29841 Irish School Road, Dresden, Ontario**

Dear Mary:

Please find attached the Financial Assurance in the form of **Surety Bond No. 101650-22** for the above referenced ECA.

If you require any further information, please contact the undersigned at 416-726-8455 or at gkirchmair@york1.com.

Sincerely,

George Kirchmair

George Kirchmair, P.Eng.
Vice President, Environmental Services

Attach: Surety Bond No. 101650-23



Surety Bond No. 101650-23

To: Her Majesty the Queen in Right of Ontario as Represented by the Minister of the Environment, Conservation and Parks (the "Crown")

Approval/Certificate of Property Use/Order Number: No. A020401

Amount: \$4,430.66

Site location: 29841 Irish School Road, Dresden (also referred to as Lot 7, Concession 5, Municipality of Chatham-Kent)

We, York1 Environmental Waste Solutions Ltd. As general partner of York1 Environmental Waste Solutions LP (the "Principal") and Aviva Insurance Company of Canada (the "Surety") are jointly and severally bound to the Crown, in the sum of Four thousand four hundred thirty -----66/100 dollars (CAD \$4,430.66) (the "Bond Amount"), for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, by this bond.

The Principal is required under the Environmental Compliance Approval No. A020401 from the Ministry of the Environment, Conservation and Parks to undertake certain activities 29841 Irish School Road, Dresden (also referred to as Lot 7, Concession 5, Municipality of Chatham-Kent)

The Principal must submit Financial Assurance to the Crown pursuant to Part XII of the *Environmental Protection Act* as a condition of Environmental Compliance Approval No. A020401.

Upon notification by the Crown that, in its view, the Principal has violated the terms, conditions or requirements of the Environmental Compliance Approval No. A020401 the Bond Amount shall be paid to the Ontario Minister of Finance forthwith on written demand upon the Surety to be held for purposes of Part XII of the *Environmental Protection Act*. The demand made by the Crown shall be honoured by the Surety without enquiring whether the Crown has a right as between Crown and the Principal to make such demands, and without recognizing any claim of the Principal and the Principal and the Surety each consent to the Crown obtaining, on written notice, summary judgments for the full amount secured hereunder if payment is not made forthwith upon demand.

This bond will be valid for the term from January 9, 2023 to January 9, 2024 and shall be automatically renewed without further documentation from year to year thereafter on the same terms and conditions as noted above.

If the Principal sends written notice to the Surety terminating this bond, such notice shall not become effective until the Surety: (1) pays the Bond Amount to the Ontario Minister of Finance to be held for purposes of Part XII of the *Environmental Protection Act*, or (2) receives written confirmation from the Crown that the Principal has provided replacement Financial Assurance satisfactory to the Director, or (3) the Director has issued an order under section 134 of the EPA authorizing the return or release of the Financial Assurance.

If the Surety intends to put an end to the bond hereby entered into, it shall give 60 days' notice in writing to the Principal and to the Crown. During the 60 days' notice period, the Crown may call for payment on the full amount prior to the date of termination if the Principal has not provided replacement Financial Assurance satisfactory to the Director. Until the Crown receives the full Bond Amount, the bond shall not cease. If the Crown does not call for payment, this bond and all accruing responsibility thereunder shall, after the 60 days' notice, cease, except insofar as the Principal has made default prior to the last day of the notice period.

Any notice hereunder may be given, in the case of the Crown by registered mail or prepaid courier to:

The Director
Client Services and Permissions Branch
Ministry of the Environment, Conservation and Parks
135 St. Clair Avenue West, 1st Floor
Toronto, Ontario
M4V 1P5
Canada

a) in the case of the Principal by prepaid mail to:

York1 Environmental Waste Solutions Ltd. As general partner of York1
Environmental Waste Solutions LP
5090 Commerce Blvd., Suite 200
Mississauga, Ontario
L4W 5M4

b) in the case of the Surety by delivery to or by prepaid mail to:

Aviva Insurance Company of Canada
10 Aviva Way, Suite 100
Markham, Ontario
L6G 0G1

The Surety may not give notice specifying an address outside of the Province of Ontario without the written consent of the Crown.

Any notice, demand, or authorization by the Crown may be signed by the Director of the Client Services and Permissions Branch of the Ministry of the Environment, Conservation and Parks, the Assistant Deputy Minister of the Corporate Management Division, or of the Environmental Assessment and Permissions Division, or of the Drinking Water and Environmental Compliance Division of the Ministry of the Environment, Conservation and Parks, the Deputy Minister of the Environment, Conservation and Parks or such other person as the Deputy Minister of the Environment, Conservation and Parks or Minister of the Environment, Conservation and Parks appoints in writing for the purpose.

The Surety acknowledges that it is aware that if notice terminating this bond is issued prior to the Crown receiving substitute Financial Assurance satisfactory to the responsible Director, the Crown is entitled to convert this bond into cash to be held in the Consolidated Revenue Fund as Financial Assurance.

This bond shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF this bond has been duly signed, sealed and delivered

Aviva Insurance Company of Canada

per: Cathy Ricci

Cathy Ricci, Attorney-in-fact

I have the authority to bind the Surety.



York1 Environmental Waste Solutions Ltd. As general partner of York1 Environmental Waste Solutions LP

per: George Kirchman

I have the authority to bind the Principal.

GEORGE KIRCHMAN.

ATTACHMENT 2
REVISED EXAMPLE OF THE NEIGHBOUR NOTIFICATION LETTERS

January 19, 2024

Mr. Dave McCaughrin and Leemark Enterprises
29771 Irish School Road,
Dresden, Ontario, N0P 1M0

Re: **Notification to Mr. Dave McCaughrin, Owner of 29771 and 29773 Irish School Road, Dresden
PIN 00610-0016
Proposed Changes to Waste Transfer Facility at 29831 Irish School Road, Dresden**

Dear Mr. McCaughrin:

This is to notify you that **York1 Environmental Waste Solutions Ltd.**, as General Partner for and on behalf of York1 Environmental Waste Solutions LP, is planning to implement the following change in the operation of a Waste Transfer Facility at 29831 Irish School Road in Dresden:

The subject property at 29831/29841 Irish School Road in Dresden, Ontario is a 35-hectare property. The subject property has been used as an approved landfill site and an approved waste processing/transfer site. The site is owned and operated by **York1 Environmental Waste Solutions Ltd.**

The subject property holds existing environmental compliance approvals ECA# A021304 for a 35-hectare waste disposal site with an 8-hectare landfilling area, and ECA# A020401 for a 0.8-hectare waste processing site. The site currently services the Province of Ontario.

The application is to amend ECA A020401 to update the tonnages to be received at the site.

The application is for an amendment to the existing waste processing site ECA A020401 for a 0.8-hectare waste processing site for the use and operation of a waste disposal site to be used for the storage, transfer and processing of non-hazardous solid waste from industrial, commercial, institutional and municipal sectors. The proposed amendment to the waste processing facility is an increase in the area of the waste processing site to 25 hectares and to allow a maximum daily receiving rate of 6,000 tonnes per day of non-hazardous solid waste including construction and demolition waste and excess soil for beneficial reuse and 1,000 tonnes per day of residual waste for final disposal on an annual average basis.

It is proposed the receiving rates at the waste processing facility include a maximum daily receiving rate cumulative of all materials received of 6,000 tonnes per day, broken down as follows: i) a maximum average residual waste limit of up to 1,000 tonnes per day of non-hazardous solid residual waste for final disposal at waste disposal landfills, ii) a maximum of up to 3,000 tonnes per day of non-hazardous solid waste materials including construction and demolition wastes that are processable into recycled materials, and iii) a maximum of up to 3,000 tonnes per day of non-hazardous solid waste materials including soil and soil-like materials wastes that are processable into recycled materials.

It is proposed the maximum storage volumes at the waste processing facility be amended to: i) indoor storage of 1,800 tonnes of residual waste for transfer including source separated organics, ii) outdoor storage of 3,000 tonnes of recyclable materials such as wood, brick, block, concrete, asphalt, shingles, metals, and drywall, and iii) outdoor storage of 30,000 tonnes of non-hazardous solid waste consisting of unprocessed and processed soil. The proposed amendment is to allow operations at the waste processing site 24 hours per day and 7 days per week.

The proposed amendment to the waste processing facility also includes the following:

- construction of a new processing/sorting building capable of indoor storage of all incoming mixed solid non-hazardous waste with the associated leachate collection and storage system
- addition of the following waste classes for accepted and processed waste: sorted blue box materials, source-separated organics, asbestos-containing materials, tires, and soil, soil-like materials and excess soil for beneficial reuse
- installation of stationary equipment for processing construction and demolition waste into alternative low-carbon fuels (ALCF) in the new processing/sorting building
- placement of mobile diesel-powered shredding/grinding equipment for wood/construction & demolition waste outdoors
- installation of a soil treatment/soil washing system for processing solid and liquid soil to recover sand and aggregate material (optional)
- construction of a stormwater management infrastructure.

Currently, the Waste Transfer Facility is operated under Environmental Compliance Approval A020401 for waste transfer and processing of solid non-hazardous waste from the industrial, commercial, institutional, and municipal sectors.

If you have any questions/concerns/objections regarding the proposed changes to the operation of the Waste Transfer Facility, please contact us at questions@the-recycling-depot.com.

You can also send your comments by e-mail to the Environmental Assessment and Permission Branch, Ministry of Environment, Conservation and Parks to the following e-mail address:

wasteproposalcomments@ontario.ca

Alternatively, you can send written comments to Mohsen Keyvani, P.Eng., Director, Environmental Assessment and Permission Branch, Ministry of Environment, Conservation and Parks, 135 St. Clair Avenue West, Toronto, ON M4V 1P5 within fifteen (15) days of receipt of this notification letter to have your comments or concerns considered as part of the ECA application review process.

Sincerely,

George Kirchmair

George Kirchmair, P.Eng.

Vice President, York1 Environmental Services

ATTACHMENT 3
REVISED EBR ABSTRACT

Proposal for an amendment application

The subject property at 29831/29841 Irish School Road in Dresden, Ontario is a 35-hectare property. The subject property has been used as an approved landfill site and an approved waste processing/transfer site. The site is owned and operated by **York1 Environmental Waste Solutions Ltd.**

The subject property holds existing environmental compliance approvals ECA# A021304 for a 35-hectare waste disposal site with an 8-hectare landfilling area, and ECA# A020401 for a 0.8-hectare waste processing site. The site currently services the Province of Ontario.

The application is to amend ECA A020401 to update the tonnages to be received at the site.

The application is for an amendment to the existing waste processing site ECA A020401 for a 0.8-hectare waste processing site for the use and operation of a waste disposal site to be used for the storage, transfer, and processing of non-hazardous solid waste from industrial, commercial, institutional, and municipal sectors. The proposed amendment to the waste processing facility is an increase in the area of the waste processing site to 25 hectares and to allow a maximum daily receiving rate of 6,000 tonnes per day of non-hazardous solid waste including construction and demolition waste and excess soil for beneficial reuse and 1,000 tonnes per day of residual waste for final disposal on an annual average basis.

It is proposed the receiving rates at the waste processing facility include a maximum daily receiving rate cumulative of all materials received of 6,000 tonnes per day, broken down as follows: i) a maximum average residual waste limit of up to 1,000 tonnes per day of non-hazardous solid residual waste for final disposal at waste disposal landfills, ii) a maximum of up to 3,000 tonnes per day of non-hazardous solid waste materials including construction and demolition wastes that are processable into recycled materials, and iii) a maximum of up to 3,000 tonnes per day of non-hazardous solid waste materials including soil and soil-like materials wastes that are processable into recycled materials.

It is proposed the maximum storage volumes at the waste processing facility be amended to: i) indoor storage of 1,800 tonnes of residual waste for transfer including source separated organics, ii) outdoor storage of 3,000 tonnes of recyclable materials such as wood, brick, block, concrete, asphalt, shingles, metals, and drywall, and iii) outdoor storage of 30,000 tonnes of non-hazardous solid waste consisting of unprocessed and processed soil. The proposed amendment is to allow operations at the waste processing site 24 hours per day and 7 days per week.

The proposed amendment to the waste processing facility also includes the following:

- construction of a new processing/sorting building capable of indoor storage of all incoming mixed solid non-hazardous waste with the associated leachate collection and storage system
- addition of the following waste classes for accepted and processed waste: sorted blue box materials, source-separated organics, asbestos-containing materials, tires, and soil, soil-like materials and excess soil for beneficial reuse
- installation of stationary equipment for processing construction and demolition waste into alternative low-carbon fuels (ALCF) in the new processing/sorting building
- placement of mobile diesel-powered shredding/grinding equipment for wood/construction & demolition waste outdoors
- installation of a soil treatment/soil washing system for processing solid and liquid soil to recover sand and aggregate material (optional)
- construction of a stormwater management infrastructure.