

April 26, 2013

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

SUBJECT: Execution of Waste Transfer Agreement with MNR for Waste & Recyclables from the Community of Mine Center to be transferred to the Fort Frances Landfill Site & Recycling Transfer Station



Since late November of 2012, Town administration, Cheryl Gartley, MNR Senior IRM Technical Specialist and MNR legal counsel have been developing a waste transfer agreement. This agreement will provide permission to the MNR to allow non-hazardous household waste and blue box recyclables to be transferred to the Town's landfill site or the recyclable transfer station until March 31, 2022. The Town's Clerk has been involved in the process from the beginning and has reviewed the final revision of the agreement and recommends execution by Council. Please find attached a draft copy of the Waste Transfer Agreement.

Also find attached the March 9, 2011 administration report where Council endorsed administration to proceed with the development of an agreement with MNR for the waste transfer services listed above. Further to direction given to Administration at the O&F executive committee meeting on April 17, 2013, the MNR has agreed to the 10% administration fee on the posted tipping fee rates for the landfill site. The agreement has been revised to include this requirement.

It is recommended by Operations & Facilities Executive Committee that the Mayor and Clerk be authorized to execute the Waste Transfer Agreement with the MNR on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted,
Operations & Facilities Division

Doug Brown P. Eng.

Doug Brown, P. Eng.
Operations & Facilities Manager

RECOMMENDED

MAY 08 2013
DIV MNG *Doug Brown*
EXECUTIVE COMM *R. Widenberg*

Council approval of this report will ensure the following: that the Mayor and Clerk be authorized to execute the Waste Transfer Agreement with the MNR on behalf of the Corporation of the Town of Fort Frances.

Waste Transfer Agreement

This agreement made in duplicate this 2nd day of April 2013 pursuant to Subsection 2(1) of the *Public Lands Act*, R.S.O. 1990, c. P.43.

BETWEEN:

HER MAJESTY THE QUEEN, In Right of Ontario,
as represented by the Minister of Natural Resources
(here in after referred to as the "Crown"),

- and -

The Corporation of the Town of Fort Frances

(here in after referred to as the "Town")

WHEREAS the Crown provides waste disposal services to the residents and land owners of the unincorporated territory in the vicinity of the village of Mine Centre via a transfer station located north of the village;

AND WHEREAS the Town has agreed to accept the waste from the transfer station as per the terms and conditions of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

DEFINITIONS:

In this agreement:

"Recyclables Depot" means a recyclables depot located on Wright Avenue North in the Town of Fort Frances;

"Transfer Station" means a facility owned and operated by the Crown and its contractor(s) being located approximately 70 km east of the Town of Fort Frances on Hwy 11 and 0.3 km north of Hwy 11 on an unnamed village road, and approved by Certificate of Approval No. A 610003 for the deposit and transport of household waste;

"Waste Disposal Site" means the waste disposal site locally known as the Town of Fort Frances Landfill located off of McIrvine Road on Balsam Street, and approved by Certificate of Approval No. A610301.

TERM AND RENEWAL:

1.
 - a) The effective commencement date of this Agreement is January 1st, 2013 and will be in effect to March 31st, 2022.
 - b) The Parties may renew this Agreement on substantially the terms and conditions set out in this Agreement on the Expiry Date, subject to the mutual agreement of both Parties.

PERMITTED WASTE AND TIPPING FEES:

2. Permitted Waste:
 - a) Only non-hazardous household waste, with recyclable materials (as defined in Schedule 'B' herein) removed, shall be accepted at the Waste Disposal Site.
 - b) All recyclable materials (as defined in Schedule 'B' herein) shall be

transported to the Recyclables Depot and shall not be accepted at the Waste Disposal Site.

- 2.1 All permitted waste shall be deposited in compliance with the Certificate of Approvals for the Waste Disposal Site and Recyclables Depot, and Town operational policies and practices.
3. The tipping fees stated in Schedule "A" to this Agreement shall apply to the use of the Waste Disposal Site and the Recyclables Depot.
- 3.1 The tipping fee per tonne for recyclables will be based on the Town's actual cost of transporting, handling, and processing plus a 10% administration fee for all the recyclables in a given calendar year. There will be a reconciliation process at the Town's year end (Dec 31) to determine the actual cost per tonne for recyclables. For example the fee on the January 1st, 2013 for recyclables will be based on the 2012 actual costs per tonne plus 10% administration fee.
- 3.2 The tipping fee per tonne for solid waste at the Town's Landfill will be based on the tipping fee per tonne plus a 10% administration fee.
4. The tipping fees for use of the Waste Disposal Site and the Recyclables Depot shall be amended on January 1st of each subsequent year of this agreement, and Schedule "A" to this agreement shall be deemed to be amended accordingly.

WEIGHING OPERATIONS:

5. All materials, non-hazardous household waste and recyclable materials are to be weighed at the Town Landfill site weigh scales. Hauler is to inform weigh scale attendant of material, household waste and/or recyclable materials and material origination. Copy of the weigh tickets to be given to the haulers. These tickets will be used to establish the material tipping charges.

Weigh tickets of recyclables will be submitted to the Town on the day of delivery or during the next business day.

CONDITIONS OF USE:

6. The Crown and/or its contractor(s) will transport and deposit waste at the Waste Disposal Site during normal operating hours in compliance with the Town's policies and direction.
7. The Crown and/or its contractor(s) will transport and unload recyclable materials at the Town's Recyclables Depot during normal hours of operation where and when possible. It is agreed by both Parties that the Town will supply a key to the Crown and its contractor to permit access the Recyclables Depot after normal hours.

INSURANCE:

8. The Crown shall ensure that during and throughout the entire term of this Agreement, its contractor responsible for delivering permitted waste to the Waste Disposal Site and the Recyclables Depot shall obtain at its sole cost and expense, take out and keep in full force and effect and in the names of the Contractor, the Town and the Crown as their respective interests may appear, comprehensive general liability insurance providing coverage in the amount of \$2,000,000.00 per occurrence and any other form of insurance required from time to time in amounts and for insurance risks in which a prudent Contractor would insure for similar use and occupancy. Insurance shall include the Town of Fort Frances and Her Majesty the Queen, in right of Ontario, as represented by the Minister of Natural Resources as additional named insured and contain a cross liability clause. The policy will also contain a provision that it can not be

terminated without at least 30 days prior written notice to the Crown. A copy of the policy shall be submitted to the Town of Fort Frances each year.

INVOICING:

9. Invoices shall be sent to the following for payment:

Dennis Robinson Ltd
R.R. #1, RMB 135
Fort Frances, ON, P9A 3M2

ASSIGNMENT OR TRANSFER:

10. No Party to this Agreement shall assign this Agreement, or transfer or pledge any of the rights herein to anyone, without prior written consent of the other Party, which approval shall not be unreasonably withheld.

TERMINATION:

11. This Agreement shall terminate on the expiry date in paragraph 1(1) of this Agreement.
12. This Agreement may be terminated at the request of either party, upon the mutual written consent of both Parties.

NOTICE:

13. Any notice under this Agreement shall be validly given to and received by the addressee if served personally, transmitted by fax or electronic mail, on the date of such personal service or transmission, or if mailed, on the third business day after the mailing of the same in Canada by prepaid post addressed:

(i) If to the MNR: Cheryl Gartley
Senior IRM Technical Specialist
Ministry of Natural Resources
922 Scott Street
Fort Frances, Ontario, P9A 1J4
Telephone: (807) 274-8626
Fax: (807) 274-4438
e-mail: Cheryl.Gartley@ontario.ca

(ii) If to the Town: Glenn Treftlin, Clerk

320 Portage Ave,
Fort Frances, ON, P9A 3P9
Telephone: 807-274- 5323 Ext.: 236
Fax: 807-274-8479
E-Mail: gtreftlin@fort-frances.com

or at such other address as either party may from time to time designate by notice in writing to the other. In the event of disruption of postal services, all mailed notices shall be validly given and received when actually delivered to the address set forth above, or designated as aforesaid.

ENTIRE AGREEMENT

14. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
15. This Agreement may only be amended by written agreement duly executed by the Parties.

16. Despite paragraph 13, Schedule "A" may be amended pursuant to paragraph 4, by the Town providing Notice to the Crown of the amended tipping fees.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN, in right of Ontario, as represented by the Minister of Natural Resources

Greg Chapman, District Manager
Fort Frances District

Date:

Witness as to execution by
Greg Chapman

Date

Town of Fort Frances, as represented by:

Per:
Authorized Signing Officer

Date

Per:
Authorized Signing Officer

Date

Witness as to execution by

Date

Schedule 'A'

Tipping Fees for 2013:

\$72.22 per metric tonne at the Waste Disposal Site;

\$178.83 per metric tonne at the Recyclables Depot;

as weighed upon receipt.

Schedule 'B'

Recyclable Materials

Paper

Christmas Wrap
Paper Bags
Newsprint & Flyers
Junk Mail
Office Paper
Magazines
Cardboard Egg Cartons
Paper Tubes
Flattened Box Board
Milk Cartons Juice Cartons
Pop and Beer Cases
Corrugated Cardboard (bundled no larger than 16" X 24")
Shredded Paper and Envelopes*

*SHREDDED PAPER WILL BE ACCEPTED IN CLEAR OR BLUE PLASTIC
RECYCLE BAGS ONLY.

Metal

Aluminum/Steel Beverage Cans
Metal Food Cans (Rinsed)

Plastics

#1 To #7 Plastics
Shampoo Containers
Deodorant Containers

ABSOLUTELY NO PLASTIC BAGS ACCEPTED

NO GLASS AT THIS TIME

TOWN OF FORT FRANCES



March 9, 2011

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

SUBJECT: Letter Dated February 16, 2011 from MNR for Consideration for Mine Centre Waste to be Transferred to Fort Frances Landfill Site

Please find attached the letter from Mr. Jeff Wieme of the MNR requesting to meet with Council to discuss the feasibility of the Community of Mine Centre to transfer their waste to the Town of Fort Frances Landfill Site.

Please find some background information on the Town's existing Landfill Site;

- 1) Certificate of Approval # 610301 issued on April 1, 1980 size of footprint is 6.0 hectares. See attached copy of Certificate of Approval # 610301.
- 2) Started Landfill Site operations in 1976.
- 3) Total capacity of approved Landfill Site for waste and cover material is 475,000 cubic meters. See pages 3 and 4 of October 2003 Wardrop Report.
- 4) Last quantity survey was completed in September of 2002 capacity used as of that date 225,000 cubic meters.
- 5) Rate of annual Landfill disposal or infilling is 7300 cubic meters based on Wardrop report and survey completed back in September of 2002.
- 6) Life expectancy of approved Landfill Site (footprint of 6.0 hectares) is 2029 (18 years from now) based on rate of annual landfill disposal outlined in item No. 5.
- 7) Suitability of Expansion of Existing Landfill Site - Good to Excellent – see attached page 14 from the October of 2003 Wardrop report. 100 to 120 years of expansion is possible. $873,000 \text{ cubic meters} / 7300 \text{ cubic meters} = 119.59 \text{ years}$.
- 8) 2011 Landfill Site Tipping Fees. See attached copy of Schedule "C"

A new quantity survey is required in the near future to confirm rate of infilling of the existing footprint with waste. Also the Town has time to complete the process of expanding the existing Landfill Site. Also the Town is considering banning residential Blue Box materials from the Landfill Site in the near future and should be taken into consideration if the Town is going to be allowing waste from other communities to be disposed at the Landfill Site.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Date: March 9, 2011 
M. McCaig, Administrator

It is recommended by Operations & Facilities Executive Committee that the following be approved;

1. In principle Council supports the MNR request to allow domestic waste from the community of Mine Centre to be disposed in the Town's present Landfill Site.
2. That Administration meets with the MNR to development all the terms and conditions to be setout in a binding agreement for this service.
3. That the MNR be responsible for the costs in developing the service agreement in the future.
4. That Administration will submit the service agreement to Council for execution once the MNR has determined that this is the optimal selected option for disposing of the domestic waste from the community of Mine Centre.

Respectfully submitted,
Operations & Facilities Division



Doug Brown, P. Eng.
Operations & Facilities Manager

Council approval of this report will ensure the following:

- 1) In principle Council supports the MNR request to allow domestic waste from the community of Mine Centre to be disposed in the Town's present Landfill Site.
- 2) That Administration meets with the MNR to development all the terms and conditions to be setout in a binding agreement for this service.
- 3) That the MNR be responsible for the costs in developing the service agreement in the future.
- 4) That Administration will submit the service agreement to Council for execution once the MNR has determined that this is the optimal selected option for disposing of the domestic waste from the community of Mine Centre.

2011FebMNRrequesttouselandfillsite

RECOMMENDED






Fort Frances District Office
922 Scott Street
Fort Frances, Ontario
P9A 1J4

Ministry of
Natural Resources

Ministère des
Richesses naturelles

Tel: (807)274-5337
Fax: (807)274-4438

February 16th, 2011

FEB 18 2011

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Attention: Mr. Mark McCaig, Administrator

**SUBJECT: Inquiry re the Town of Fort Frances Landfill Site Accepting
Household Waste Material from Mine Centre Community**

Dear Mr. McCaig:

The waste disposal site (WDS) that the Fort Frances Ministry of Natural Resources (MNR) administers for the Mine Centre area has reached its maximum capacity. We are in the process of closing the existing site and locating a new WDS or an alternative method of managing household waste for the community.

We have hired a consultant, Trow Associates Inc., to complete an environmental assessment and study report following the RSFD Class EA process and recommend the best option to us. They have completed the first phase of their study and we are considering candidate sites for a new WDS as well as the option of constructing a Transfer Station.

As part of our EA requirements we are reviewing the Transfer Station option and we need to determine if the Town of Fort Frances would be willing to receive the waste material from a transfer station on an ongoing basis and get an estimate of what price the Town of Fort Frances would charge to receive this material.

We would like an opportunity to meet and discuss this option with you.

Below is some background information regarding this request.

The Ontario Provincial Government Strategy is to have the Ministry of Natural Resources move out of the direct delivery of waste management activities. In the Fort Frances MNR District we administer 4 existing small waste disposal sites that are under

40,000 m3.in size. These are operated in accordance with Ministry of Environment (MOE) regulations.

The current Mine Centre Waste Disposal Site is a year round site that accommodates the Village of Mine Centre and surrounding area, whose demographics are as follows:

- +/- 150 permanent year round residents
- +/- 26 recreational camps/cottages
- +/- 3 commercial resorts/lodges

The Ministry of Natural Resources holds the Certificate of Approval #A610003 which directs that waste should be 90% domestic and 10% other which is limited to scrap wood and metal.

A transfer station interests us as it represents a long term solution to managing household waste for the Mine Centre area.

Thank you for your time and consideration in this matter and we look forward to hearing from you at your earliest convenience.

If you have any questions regarding this matter please contact Cheryl Gartley, IRM Technical Specialist at (807) 274-8626.

Yours sincerely,



Jeff Wiume
Area Supervisor
Fort Frances Area
Fort Frances District

Telephone: (807) 274-8617
Fax: (807) 274-4438

cg/CG



PROVISIONAL CERTIFICATE OF APPROVAL WASTE DISPOSAL SITE

Under The Environmental Protection Act, 1971 and the regulations and subject to the limitations thereof, this Provisional Certificate of Approval is issued to:

Corporation of the Town of Fort Frances
P.O. Box 38
Fort Frances, Ontario
P9A 3M5

for the use and operation of a 6.0 hectare landfilling site (14.8 acres)

all in accordance with the following plans and specifications:

Located: N.E. 1/4 of Section 25
Township of Aliberton
District of Rainy River

which includes the use of the site only for the disposal of the following categories of waste (NOTE: Use of the site for additional categories of wastes requires a new application and amendments to the Provisional Certificate of Approval) Domestic and commercial wastes.

and subject to the following conditions:

1. No operation shall be carried out at the site after sixty days from this condition becoming enforceable unless this Certificate including the reasons for this condition has been registered by the applicant as an instrument in the appropriate Land Registry Office against title to the site and a duplicate registered copy thereof has been returned by the applicant to the Director.

THIS IS A TRUE COPY OF THE
ORIGINAL CERTIFICATE MAILED

ON APR 1 1980

Class 2

Dated this 1st day of April 1980

SP. C. D.
Director, Section 34,
The Environmental Protection Act, 1971

WARDROP

Cell 3 is currently the active disposal area. It slopes from the top working area at an elevation of about 357 metres down to the west at an elevation of about 348 metres. A stockpile of soil scraped from the area of cell 3 is located west of cell 3 for use as interim cover. Based on the 1997 KGS drawings, the stockpile area is proposed to become cells 4 and 5.

The waste pile is surrounded by a gravel surfaced perimeter road and partial fencing around the western side to control direct access to the waste. Further approved waste disposal area exists west of the soil stockpile and the gravel perimeter road. This area has not yet been prepared for filling.

The cleared area south of the existing waste pile includes a large pile of brush and construction debris for burning, burned and partially burned remains, and metal objects. A considerable quantity of fill is also present, generally composed of dirt, ashes, metal, partially burned wood and stumps, etc. The fill may be 2 to 4 metres deep in the centre. We also understand that an area south of the current bulldozer shelter was filled with soils from an impacted site cleanup. At the southern limit adjacent to the forest, the fill slopes sharply on the order of 2 metres down to native ground surface.

The MOE water well record database indicates no domestic water wells located within 500 metres of the waste disposal site. The nearest residential property is approximately 1.4 kilometres north of the waste disposal site.

1.2.3 APPROVED WASTE DISPOSAL SITE CAPACITY

As described in our 2002 review of operations, the volume of the waste disposal pile in September 2002 was calculated at 225,000 cubic metres. This volume includes the existing interim cover, which is not considered waste.

Accounting for the approximate volume of cover material, we calculated average waste disposal rates for the site as follows:

Period	Waste Disposal
Full 26 Years (1976–2002)	8100 m ³ /yr
Last 13 Years (1989–2002)	7300 m ³ /yr

The decreased waste disposal rate in later years is consistent with the declining population and increased diversions due to recycling.

WARDROP

At approximately 4.9 hectares with an upper elevation of 359 metres, the disposal area has not yet reached its full approved 6.0 hectare footprint and final waste elevation of 363 metres. However, when it reaches full capacity, as shown on Figure 3, the approximate total volume will be 474,000 cubic metres. This leaves a potential remaining capacity of 249,000 cubic metres. Assuming a ratio of waste to cover of 4:1, as suggested by the MOE, the actual remaining waste capacity is approximately 199,000 cubic metres. Based on the disposal rates, above, the final capacity for the waste disposal site was estimated to be reached by about 2027 to 2030. Additional capacity beyond this should be achieved over time as the waste degrades and the pile settles. Greater waste diversion and increased compaction can also achieve additional life span.

The contoured ground water levels, geology and topography suggests a ground water divide trending from the area of the current scales in the northeast toward TW22 in the southwest cutting through the proposed expansion area. North of the divide ground water would generally flow westward to northwestward. South of the divide the flow would be generally southward.

The expansion area generally has 1 metre vertical separation distance between the ground water table and the ground surface (where the refuse would be placed), which is generally accepted by the MOE. Where the vertical separation distance does not meet the criteria, clean fill material can be placed to achieve this.

3.6 SUITABILITY OF EXPANSION SITE

The following features indicate that the site is suitable for the proposed expansion of the waste disposal site.

- The Town of Fort Frances owns the property where the expansion is proposed to be located as well as the rest of the northeast quarter of Section 25, comprising approximately 65 hectares, which includes the existing waste disposal site. The northeast quarter of Section 25 can be established as part of the attenuation zone.
- No ground water users are located within 500 metres of the site.
- The silty clay soil in the potential expansion area and low hydraulic gradient results in slow ground water flow that allows natural attenuation processes to proceed for long periods of time.
- Ground water flow from the expansion area flow west and south into organic terrain (peat/muskeg) where the ground water velocity is slow and dissolved leachate impacts will be absorbed.
- The ground water table is generally at least 1 metre below ground. Where the separation distance is less than 1 metre, clean fill, such as soil excavated during road construction, can be placed to achieve the desired separation.
- Sensitive downgradient ground water receptors are not present.
- The expansion will secure a waste disposal site for the Town of Fort Frances for the next 100 to 120 years.
- All infrastructure and equipment from the existing waste disposal site are currently in place to operate the expanded site.

TOWN OF FORT FRANCES
SCHEDULE OF FEES

SCHEDULE "C"

4.2 Landfill Tipping Fees (No GST or HST) - Effective January 1, 2011

		Flat Rate Period when Scale is not in operation	16.00
4.2.1	4.2.1.1	Passenger Vehicle - Mini Van, SUV & Cars	
		Trucks include - Compact Trucks, Half Ton Trucks, Mid-size	
	4.2.1.2	Trucks and Full size vans with no seats	18.88
		Any vehicle under the description of 4.2.1.1 or 4.2.1.2 towing a	
	4.2.1.3	single axle trailer	26.87
	4.2.1.4	Single Axle Trucks	87.14
	4.2.1.5	Tandem Trucks and Trailers	217.84
	4.2.1.6	Garbage Trucks, Containerized Hauling Units & Tankers	261.41
		Fees to be used when Scale is in operation.	16.00
4.2.2	4.2.2.1	Minimum charge	62.24
	4.2.2.2	Rate per Tonne	28.32
	4.2.2.3	Weighing Vehicle Only	3.48
	4.2.2.4	Contaminated Soil Suitable for Cover Material per tonne	7.62
	4.2.2.5	Car Tires - each	17.79
	4.2.2.6	Truck Tires - up to and including 18 wheelers	88.95
	4.2.2.7	Off Road Tires (anything over 18 wheelers)	444.40
	4.2.2.8	Tires by the Tonne	37.03
	4.2.2.9	Refrigeration Units Containing Refrigerant or no notification sticker affixed to the unit	
		Bag Tags	
4.2.3	4.2.3.1	Bag Tags each	2.00