



# **Essex-Windsor Solid Waste Authority**

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## **REQUEST FOR PROPOSALS**

**EWSWA RFP No. 2024-04-11**

### **Engineering Services for Design and Approvals for an Organic Waste Transfer Station and MHSW Depot Upgrades at the Essex-Windsor Regional Landfill**

**ISSUE DATE:** Thursday, April 11, 2024

**CLOSING DATE:** Thursday, May 16, 2024 - 12:00 PM (Noon) EST

**ELECTRONIC PROPOSAL SUBMISSIONS ONLY**

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## Definitions

Further to, or in addition to, any terms defined in the body of this RFP, the terms below have the following meanings:

**“Addenda”** or **“Addendum”** means a written amendment to this RFP issued by the Authority Contact Person.

**“Affiliate”** means in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person.

**“Appendices”** is the additional documents at the end of the document.

**“Applicable Laws”** means all federal and provincial laws, statutes, regulations, orders, by-laws, treaties, judgements, decrees and ordinances governing the performance of the Services as may be amended and replaced from time to time.

**“Authority”** means the Essex-Windsor Solid Waste Authority.

**“Authority Staff”** means all persons who are employed or engaged by the Authority in connection with the Work, and may be employed or engaged directly by the Authority, and/or may be employed or engaged directly by the City of Windsor and/or the County of Essex.

**“Contract”** a formal and legally binding agreement.

**“Contract A”** the contract of irrevocability between bidders.

**“Contractor”** means the party is who contracted to supply goods, services, and construction related to the TS-SSO by the Authority.

**“Person”** or **“Persons”** if the context allows, includes any individual, firm, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, and any Governmental Authority;

**“Preferred Proponent”** means the Proponent selected by the Authority to perform the Services pursuant to the terms of this RFP.

**“Proponent”** means a Person who submits a Proposal in response to this RFP.

**“Proposal”** means a submission submitted by a Proponent in response to this RFP.

**“Representative” or “Representatives”** means the directors, officers, employees, agents, solicitors, accountants, consultants, financial or legal advisers and all other representatives of the party being referred to.

**“Services”** means the services and deliverables set out in Appendix “A” (Scope of Work).

**“Service Provider”** has the meaning set out in the Draft Contract.

**“Subcontractor”** means any person who will enter into a subcontract with the Proponent (if selected as the Preferred Proponent) for any portion of the Services.

**“Submission Deadline”** the date and time submissions must be received by.

**“TS-SSO”** means source separated organics transfer station.

**“Work”** means the total service and related services required by the Contract documents.

## **Part 1 Invitation to Proponents**

### **1.0 Invitation**

This Request for Proposal (“**RFP**”) is an invitation from the Essex-Windsor Solid Waste Authority (the “**Authority**”) to Proponents for engineering services to develop a detailed design, secure necessary approvals and permits, and provide contract administration and construction oversight services for a new source separated organics (SSO) transfer station (TS-SSO) that includes upgrades to the adjacent Municipal Hazardous and Special Waste (MHSW) depot at the Authority’s Essex-Windsor Regional Landfill located at 7700 County Road 18 in Essex. The Authority requires the new TS-SSO to be operational by October 2025 for the commencement of an SSO collection program as further described in the Scope of Work attached hereto as **Schedule “A”**.

### **2.0 Time Table**

The timetable for this RFP is set out below:

<b>RFP Process</b>	<b>Date</b>
Issue RFP Invitation	April 11, 2024
Optional Site Visit	Week of April 22 to 26, 2024
Deadline for Questions	May 9, 2024
RFP Closes	May 16, 2024
Anticipated Award	Week of June 10, 2024

### **3.0 Optional Site Visit**

3.1 The Authority will hold a Site Visit the week of April 22 to 26 2024, at 7700 County Road 18 in Essex. During the Site Visit, Proponents will have the opportunity to directly inquire with the Authority, as well as discuss the overall opportunity. During the Site Visit, Proponents will have the opportunity to walk through the area of study and ask necessary questions needed to satisfy themselves to provide a Proposal. Attendance at the Site Visit is optional but encouraged.

- 3.2 Proponents shall schedule its Site Visit by contacting the Manager of Waste Disposal, Tom Marentette at (T) 226-345-2338 or (E) [tommarentette@ewswa.org](mailto:tommarentette@ewswa.org). Proponents are to notify via email by noon on April 18, 2024 of their intent to attend.
- 3.3 Unless otherwise instructed by the Authority the following shall apply to Site Visits:
- 3.3.1 Proponents and their representatives shall adhere to all instructions provided by the Authority's representative(s) during the Site Visit and shall comply with all Site-specific security, safety or other types of requirements;
- 3.3.2 Proponents and their representatives shall be accompanied by the Authority's representative at all times and shall only access those areas of the Site to which the Authority's representative(s) provide access; and
- 3.3.3 Proponents and their representatives shall not take photographs or make any other electronic recordings without the prior written consent of the Authority representative on-site.
- 3.4 Each Proponent acknowledges that because the Site and many of the facilities are operating and are currently in use, unforeseen circumstances can arise and the Authority may, in its sole discretion, cancel or reschedule any Site Visit, change the areas of access or otherwise change any Site Visit with little, or no notice to the Proponent. The Authority may, at its sole discretion, make arrangements for an additional Site Visit for a Proponent under such circumstances or at the request of a Proponent.
- 3.5 Proponents shall bring and wear their own Personal Protective Equipment ("**PPE**") for the onsite visit.
- 3.6 Required PPE includes at a minimum:
- Hard Hat
  - Eye Protection
  - High Visibility Vest
  - CSA Approved Green Patch Work Boots
- 3.7 No statement, consent, waiver, acceptance, approval or anything else said or done by the Authority or any of its staff or

representatives at a Site Visit shall amend or waive any provision of the RFP or be binding on the Authority or be relied upon in any way by Proponents, except when and only to the extent expressly confirmed in an Addendum to the RFP issued in accordance with RFP.

- 3.8 Proponents shall note that except for the Site Visits provided for in this Section 3.0, Proponents are not permitted to access those portions of the Site, during the procurement process, which are not accessible to the general public except by prior written approval of the RFP Contact.

#### **4.0 Accommodations for Proponents with Disabilities**

- 4.1 The AODA standards apply to Ontario businesses and non-profits. The Authority is actively participating in meeting the accessibility standards in Ontario.

Any third-party contractor who contracts with the Authority, must confirm with the requirements of the AODA;

Proponents shall ensure that any information, goods or service provided to or on behalf of the Authority conforms with:

- a) Ontario Regulation 429/07 Accessibility Standards for Customer Service;
- b) Ontario Regulation 191/11 Integrated Accessibility Standard; and
- c) World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

The successful Proponent may contact the Authority to have the Authority's third party AODA compliance provider procure the necessary services to ensure that any and all deliverables are AODA compliant or for document remediation at its own expense.

Should the successful Proponent fail to comply with providing deliverables that comply with the requirements of the AODA, and the regulations thereto, the Authority shall contract with a qualified Service Provider to remediate the deliverables and the successful Proponent shall immediately reimburse the Authority for the costs of same.



## **Part 2 Instructions to Proponents**

### **1.0 Submission of Proposals**

- 1.1 All submissions must be sent via email to the Executive Assistant – Teresa Policella at [tpolicella@ewswa.org](mailto:tpolicella@ewswa.org). Proposals submitted by means other than email will not be accepted. Please note that .zip files are not accepted, please contact Teresa Policella to provide an alternative method of file transfer if required. Proponents are encouraged to confirm receipt of submission.
- 1.2 Submissions received by the Authority will be reviewed for compliance with the requirements set out herein.
- 1.3 Proponents are required to submit its Proposal prior to the submission deadline set out in this RFP.
- 1.4 In the event of a dispute as to the time, the time that will prevail for the purposes of evaluating compliance with submission requirements will be the time recorded by the Authority’s e-mail time stamp.
- 1.5 A Proponent may amend any aspect of its Proposal at any time on or before the Submission Deadline by submitting a complete replacement Proposal. Where a Proponent submits more than one Proposal before the Submission Deadline, the last Proposal submitted will supersede and invalidate all earlier Proposals submitted by that Proponent. Proponents may withdraw Proposals prior to the Submission Deadline.

### **2.0 RFP Contact**

- 2.1 For the purpose of this procurement process, the “**RFP Contact**” will be: Teresa Policella, Executive Assistant, [tpolicella@ewswa.org](mailto:tpolicella@ewswa.org).
- 2.2 Proponents should only contact the RFP Contact where specifically instructed to do so in this RFP.

### **3.0 Questions, Clarifications & Addenda**

- 3.1 Proponents must submit all questions regarding the RFP document, the RFP process and their submission no later than the deadline set out in this RFP:

Teresa Policella – Executive Assistant  
Email: [tpolicella@ewswa.org](mailto:tpolicella@ewswa.org)

- 3.2 All questions and inquiries regarding the RFP documents, the RFP process and their submission must be submitted not later than the deadline set out in this RFP.
- 3.3 The Authority may in its sole discretion:
- 3.3.1 Edit questions(s) for clarity;
  - 3.3.2 Answer similar questions from various Proponents only once.
- 3.4 The Authority may seek a written clarification from a Proponent where an unintentional non-substantial error has been observed. Any response, which leads to a substantial change in the bid is considered bid repair and will not be considered further.
- 3.5 At any time prior to the Submission Deadline, the Authority may issue an Addendum to this RFP. The Authority will make reasonable efforts to provide the Proponents with written responses of this section. Addenda, if any, will be distributed by email and will be posted by the Authority for all Proponents to review. Confirmation of receipt will be required. The Authority reserves the right, but does not intend, to issue Addenda after the date indicated in the above timetable for the issuance of the final Addenda.
- 3.6 Contact with the Authority personnel other than the individual set out in the Proposal may, at the sole discretion of the Authority, result in the disqualification of the Proponent and/or rejection of its Proposal.

#### **4.0 Addenda Are an Integral Part of the RFP**

- 4.1 This RFP is comprised of this main document, Schedules and all Addenda. Each Addendum is an integral part of this RFP as if set out at length in the body of this RFP. Proponents should read this RFP carefully and thoroughly.

## **5.0 External Website or Hyper Links**

- 5.1 Website links or documents incorporated into a Proposal by reference will not be considered to form part of the Proposal and will be disregarded.

## **6.0 Late Submissions**

- 6.1 Submissions received after the deadline will not be considered.

## **Part 3 Evaluation, Negotiation and Award**

### **1.0 Evaluation and Award**

- 1.1 The evaluation of Proposal(s) will be carried out by a committee appointed by the Authority (the "Evaluation Committee"). The Evaluation Committee may include, or be assisted by, such Persons as the Authority may decide it requires.

- 1.2 The evaluation of Proposal(s) shall be comprised of the following stages:

Stage 1 Compliance: Proposals will be reviewed to confirm compliance with all the mandatory requirements of the RFP.

Stage 2 Technical Evaluation: All compliant Proposals will proceed to the Technical Evaluation as described in this RFP.

Stage 3 Financial Evaluation: All Proposals passing the Technical Evaluation will proceed to the Financial Evaluation.

Stage 4 Contract Phase: The Proposal with the highest Technical and Financial Score (the "Combined Score") will proceed to the Contract Phase.

#### **1.3 Stage 1: Compliance with Requirements**

Each Proposal will be reviewed to confirm compliance with the mandatory submission requirements. If a Proposal fails to meet a submission requirement(s), the Proponent may be provided an opportunity to rectify the failure within a prescribed timeframe satisfactory to the Authority (the "**Rectification Period**"). Any

failure to rectify a deficiency by the prescribed deadline may result, at the Authority’s sole and absolute discretion, in the Proposal being rejected and if rejected no further evaluation of the Proposal will be carried out. If a Proposal fails to meet a mandatory requirement(s) it shall result in the Proposal being rejected and no evaluation of the Proposal will be carried out. Items that must be completed and submitted for compliancy in Stage 1 are:

- a) Workplace Safety & Insurance Board (WSIB) Certificate;
- b) Completed Conflict of Interest Form;
- c) Completed Subcontractors Form; and
- e) Certificate of Insurance.

#### 1.4 **Stage 2: Technical Evaluation**

Proposals meeting the requirements of Stage 1 will advance to Stage 2 and will be evaluated and scored by applying the Technical Evaluation Criteria and Weightings attached hereto as Schedule “B” and as summarized below.

Technical Proposals (Stage 2) achieving 70%, i.e., 49 out of 70 points (the “Minimum Technical Score”) or greater shall proceed to Stage 3 Financial Evaluation.

Pricing is not to be included in the Technical Proposal submission. For clarity should a Proponent include pricing or related information such that the Evaluation Committee can determine the Proponent’s price in its Technical Submission, the Proposal may, at the discretion of the Authority, be immediately rejected and all submission documentation will be returned to the Proponent.

#### 1.5 **Scoring Methodology**

Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0	1	2	3	4

**Engineering Services for Design and Approvals for an Organic Waste Transfer Station and MHSW Depot Upgrades at the Essex-Windsor Regional Landfill  
EWSWA RFP No. 2024-04-11**

Inadequate	Weak	Adequate	Fully Satisfactory	Strong
Lacks/fails to demonstrate an understanding of the requirements	Demonstrates some understanding of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the services.
Does not have qualifications and experience	Lacks some qualifications experience	Acceptable level of qualifications and experience	Qualified and experienced	Highly qualified and experienced
-	-	Weakness in qualifications can be corrected	No significant weaknesses	No significant weaknesses
Key Personnel/ Resources proposed are not likely able to meet the requirements	Key Personnel/ Resources proposed experience is weak	Key Personnel Meets Requirements	Key Personnel/ Resources covers all components & relevant experience	Strong Key Personnel/ Resources
<b>Submission insufficient, missing key information.</b>	Demonstrate little capability to meet performance requirements.	Proponent should ensure adequate results	Proponent should ensure effective results	Demonstrated superior capability, should ensure very effective results

The members of the Evaluation Committee will use the table in this Section to evaluate the Proponents Technical Submission. Members will independently assign a rating value (from the Matrix) to each technical category outlined in Schedule "B". Depending on the rating value assessed (from the Matrix) the Evaluation Committee will determine the total awarded points for each category. No half points are awarded to any given Proponent.

**1.6 Stage 3: Financial Evaluation**

Proponents should complete the Form of Financial Proposal attached hereto Schedule "C" as located in this RFP and in accordance with the instructions provided. Pricing shall include, without limitation, all

costs associated with providing the Services as outlined in the Scope of Work and Specifications attached hereto as Schedule "A".

The Proposal which submits the Lowest Total Cost of Contract ("LTCC") will receive 30 points towards its' Financial Score. For the purposes of evaluating only, the Total Cost of Contract will be based on the Total Project Cost.

The Total Cost of Contract ("TCC") of other Proponents will be prorated against the LTCC to determine their score out of 30 points using the following formula:

$$( \text{LTCC} / \text{TCC} ) \times 30 \text{ (weighted value)}$$

Example:  $(\$5\text{M}/\$6\text{M}) \times 30 = 25$  out of 30

The Proponent with the highest Combined Score ("Technical and Financial") and that achieves a "Pass" on the Reference Evaluation will be selected as the "Preferred Proponent" and will proceed to the award of Contract phase set forth below.

#### 1.7 **Stage 4: Contract Phase**

Subject to the provision of this RFP, the Authority and the Preferred Proponent shall enter discussions to finalize the terms of the Completion Documents as found in the RFP.

If for any reason the Authority determines that it is unlikely to reach complete agreement with the Preferred Proponent, the Authority may discontinue the discussions with the Preferred Proponent and proceed in any manner that the Authority may decide, in consideration of its own best interests including without limitation:

a) Terminating the RFP and proceeding with contracting for some or all of the Services in some other manner, including, without limitation:

- (i) by entering into negotiations with the Proponent with second highest Combined Score;
- (ii) by entering into negotiations with any Proponent, or any combination of Proponents, that submitted a Proposal; or
- (iii) by entering into negotiations with another Service Provider who did not submit a Proposal in response to this RFP.

Where an agreement has been reached on the terms of the Contract, the Authority will then present the final Contract to the Authority Board for approval. If Board approval is received the Authority will prepare a Contract for execution, which, subject to any negotiated changes as permitted by this RFP, shall be in substantially the same form as the Contract set out in the Schedule "D" (the "Draft Contract"), appended to this RFP, and shall include all terms, conditions, requirements and obligations imposed by this RFP.

- 1.8 The Preferred Proponent may receive written notice of Preferred Standing.

## **Part 4 Terms and Conditions of the RFP Process**

### **1.0 General Information and Instructions**

Proponent shall structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section of this RFP.

#### **1.1 Proposals in English**

All proposals are to be in English only.

#### **1.2 Formatting Requirements**

The following formatting requirements shall be implemented when preparing a Proposal:

1.2.1 Page size 8.5" x 11"

1.2.2 Minimum Font Size – 12-point Arial or Verdana

1.2.3 Pages formatted to 11" x 17" for the purposes of spreadsheets, organization charts, or any other purpose will be counted as two pages.

1.2.4 The maximum number of pages (including text and graphics) to be submitted for the Proposal is 50 pages. Information provided on pages beyond the 50-page limit will be ignored and shall not be considered by the Authority. Notwithstanding the above, the following shall not form part of the 50-page limitation:

- (i) Covering letter, not to exceed two (2) pages;
- (ii) Table of contents/index;
- (iii) Page dividers provided they are free from substantive text and or graphics;
- (iv) Front page of Proposal;
- (v) Resumes, not to exceed three (3) pages each;
- (vi) WSIB Certificate;
- (vii) Completed Conflict of Interest Form;
- (viii) Completed Subcontractors Form; and
- (ix) Certificate of Insurance.

### **1.3 No Incorporation by Reference**

The entire content of the Proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Proposal but not attached will not be considered to form part of its Proposal.

### **1.4 No Qualification of Proposals**

The Proposal must not be restricted or qualified in any manner including without limitation with a statement in a covering letter. Any Proposal containing restrictions or qualifiers may be rejected by the Authority as non-compliant.

### **1.5 Information in RFP Only an Estimate**

The Authority and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of any Addenda. Any quantities shown or data contained in this RFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is each Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

### **1.6 Proposals Containing False or Inaccurate Information**



Proponents must provide true and accurate information in their Proposals. The Authority may disqualify any Proponent, refuse to enter into a Contract with the Preferred Proponent, and/or void any Contract entered into with the Preferred Proponent if it is discovered that the said Proponent provided any statement, representation, and/or certification in connection with this RFP and/or any Addenda that is materially false, deceptive, incorrect, and/or incomplete.

**1.7 Proposal to be Retained by the Authority**

The Authority will not return the Proposal or any accompanying documentation submitted by a Proponent.

**1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Authority makes no guarantee of the value or volume of work to be assigned to the Preferred Proponent. The Contract to be negotiated with the Preferred Proponent will not be an exclusive contract for the provision of the described Deliverables. The Authority may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

**2.0 Communication after Issuance of RFP**

**2.1 Proponents to Review RFP**

Each Proponent should promptly examine all of the documents comprising this RFP and should report any errors, omissions or ambiguities prior to the Deadline for Questions. The Authority is under no obligation to provide additional information, and the Authority is not responsible for any information provided by or obtained from any source other than by Addenda. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Authority is not responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

**2.2 Proponents to Form Their Own Opinions**

Nothing in this RFP is intended to relieve Proponents from undertaking their own research, or other due diligence, or forming their own opinions and conclusions with respect to the information,

the Provisional Services, the specifications, the Contract, and all other matters related to this RFP.

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence, or to perform any investigations considered necessary by the Proponent to satisfy itself as to all existing conditions, circumstances and limitations affecting the Provisional Services, the specifications, the Contract, and all other matters related to this RFP. The Proponents' obligations set out in this paragraph apply irrespective of the information contained in this RFP.

The submission of a Proposal by the Proponent shall be deemed as proof that the Proponent has confirmed all the conditions which may be encountered, what materials the Proponent will be required to supply, and/or any other factor that may affect the requirements of the Contract. No allowances will be made for additional costs and no claims will be considered in connection with conditions or circumstances which could reasonably have been ascertained by Proponents, including the quality of the Delivered Material, through such research, investigations or other due diligence undertaken or which could reasonably have been undertaken prior to the Submission Deadline.

Furthermore, the Authority:

- (i) assumes no responsibility for any interpretations or conclusions that Proponents may make or draw from the information provided in this RFP;
- (ii) does not represent, warrant or guarantee that the information is complete, accurate or comprehensive or exhaustive;
- (iii) assumes no responsibility for the completeness or accuracy of the information, or any information provided by the Authority during this RFP process; and
- (iv) assumes no responsibility for any verbal information from any Authority representatives or from any consultant firms retained by the Authority, or from any other person or persons who may have an interest in this Proposal.

### **2.3 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by Addendum. If the Authority, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by an Addendum. Each addendum forms an integral part of this RFP.

#### **2.4 Post-Deadline Addenda and Extension of Submission Deadline**

If the Authority determines that it is necessary to issue an Addendum after the Deadline for Issuing Addenda, the Authority may extend the Submission Deadline for a period of time, in its sole and absolute discretion.

#### **2.5 Verify, Clarify and Supplement**

When evaluating Proposals, the Authority may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal, including but not limited to, clarification with respect to whether a Proposal meets the mandatory technical requirements set out in the Technical Criteria and Weighting outlined in Part 3 – Evaluation, Negotiation and Award. The Authority may revisit, re-evaluate and rescore the Proponent's response or ranking on the basis of any such information.

### **3.0 Notification and Debriefing**

#### **3.1 Notification to Other Proponents**

Once an agreement is executed by the Authority and a Proponent, the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

#### **3.2 Debriefing**

In accordance with the Authority's Procurement By-law, Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the

purpose of providing an opportunity to challenge the procurement process or its outcome.

### **3.3 Procurement Protest Procedure**

If a Proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Authority's Procurement By-law and procurement protest procedures. The notice must provide a detailed explanation of the Proponent's concerns with the procurement process or its outcome. A copy of the Authority's Procurement By-law can be made available upon request.

## **4.0 Conflict of Interest and Prohibited Conduct**

### **4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Authority in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be

incompatible with the effective performance of its contractual obligations.

#### **4.2 Disqualification for Conflict of Interest**

The Authority may disqualify a Proponent for any conduct, situation or circumstances, determined by the Authority, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

#### **4.3 Disqualification for Prohibited Conduct**

The Authority may disqualify a Proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Authority determines that the Proponent has engaged in any conduct prohibited by this RFP.

#### **4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Conflict of Interest Form attached hereto as **Schedule "E"**.

Contact with Authority Staff other than the individual set out in the RFP may, in the sole discretion of the Authority, result in the disqualification of the Proponent and/or rejection of its submission. Authority Staff include without limitation any Authority Staff, Consultants or Elected Officials.

#### **4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any Contract entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

#### **4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Preferred Proponent(s).

#### **4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any staff, officers, agents, elected or appointed officials or other representatives of the Authority; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

## **5.0 Confidential Information**

### **5.1 Confidential Information of the Authority**

All information provided by or obtained from the Authority in any form in connection with this RFP either before or after the issuance of this RFP:

- a) is the sole property of the Authority and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- c) must not be disclosed without prior written authorization from the Authority; and
- d) must be returned by the Proponent to the Authority immediately upon the request of the Authority.

### **5.2 Confidential Information of Proponent**

Proponents are advised that the Authority is governed by Ontario's *Municipal Freedom of Information and Protection of Privacy Act* ("**MFIPPA**") and information submitted to the Authority in proposal to this RFP may be subject to disclosure under MFIPPA. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Authority and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The Authority will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements

under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Authority to advise or assist with the RFP process, including the evaluation of bids. If a Proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **6.0 RFP Not Binding**

This RFP is not intended to create and does not create a formal legally binding bidding process. This RFP does not commit the Authority in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Authority reserves the right to, at any time reject all Proposals, and to cancel this RFP process.

This RFP will not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract. Each Proponent specifically acknowledges and agrees that it will not, and does not, have the right to make any claims (in contract, tort, or otherwise) against the Authority with respect to the award of a Contract, failure to award a Contract or any other matter related to this RFP.

## **7.0 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and the Authority by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

## **8.0 Proposals to Remain Firm**

Proposals are to remain firm for acceptance for a period of ninety (90) days from the Submission Deadline.

## **9.0 Cancellation**

The Authority may cancel or amend the RFP process without liability at any time.

## **10.0 Governing Law and Interpretation**

The terms and conditions of the RFP process as set out in this Part 4 of the RFP:

- a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

## **11.0 Accessibility for Ontarians with Disabilities Act (“AODA”)**

The AODA standards apply to Ontario businesses and non-profits. The Authority is actively participating in meeting the accessibility standards in Ontario.

Any third-party contractor who contracts with the Authority, must confirm with the requirements of the AODA;

Proponents shall ensure that any information, goods or service provided to or on behalf of the Authority conforms with:

- a) Ontario Regulation 429/07 Accessibility Standards for Customer Service;
- b) Ontario Regulation 191/11 Integrated Accessibility Standard; and
- c) World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

The successful Proponent may contact the Authority to have the Authority’s third party AODA compliance provider procure the necessary services to ensure that any and all deliverables are AODA compliant or for document remediation at its own expense.



Should the successful Proponent fail to comply with providing deliverables that comply with the requirements of the AODA, and the regulations thereto, the Authority shall contract with a qualified Service Provider to remediate the deliverables and the successful Proponent shall immediately reimburse the Authority for the costs of same.

## **12.0 Proponent Obligations**

By submitting a Proposal, the Proponent is representing, warranting and certifying to the Authority that:

- a) It has carefully examined, read and understood the RFP and confirms that it has received the entirety of the RFP and has all necessary information to submit its Proposal;
- b) It has read, understood and accepted all Addenda issued by the Authority;
- c) It has made or submitted all necessary questions or clarification with respect to the RFP;
- d) Its Proposal is based on the terms and conditions of the RFP and all Addenda;
- e) It acknowledges and agrees that the RFP is not a binding procurement process and that the RFP and the submission of a compliant Proposal do not create any contractual relations between the Authority and the Proponent;
- f) It acknowledges and accepts all terms and conditions and obligations set out in the RFP and all Addenda;
- g) Its Proposal has been prepared and submitted without collusion or fraud, and in fair competition with other Proponents;
- h) It consents to any reference checks, background checks, inquiries or other research, conducted by the Authority;
- i) It has the financial and technical capability to carry out the Services in the manner set out in the RFP;
- j) It acknowledges and agrees that by the Authority announcing a Preferred Proponent does not imply the Authority entirely agrees

with the Proposal submitted and agrees to enter in to discussions to finalize the terms of Services as required; and

- k) It further acknowledges and agrees that the final terms of the agreement between the Successful Proponent and the Authority, as to the rights and obligations of each of the Parties, will be negotiated in accordance with the requirements of the RFP and formalized in the final version of the Contract at a later date.

### **13.0 Limits of the Authority's Liability**

In submitting a Proposal the Proponent acknowledges and agrees that in no event will the Authority, nor any of its Representatives, be liable, under any circumstances, to reimburse or compensate the Proponent in any manner whatsoever for losses of any nature whatsoever, including costs of preparation of a Proposal, cost of participation in the processes described in the RFP, loss of anticipated profits, loss of opportunity or for any other matter, without limitation, each Proponent specifically agrees that it will have absolutely no claim against the Authority nor any of its Representatives of the Authority for any reason whatsoever and the Authority will have no liability to the Proponent whether in contract, tort, equity or other principle of law, including without limitation if the Authority:

- (i) Does not select a Preferred Proponent;
- (ii) Suspends, cancels or in any way modifies the Services, the RFP; or
- (iii) Accepts any compliant or non-compliant Proposal.

Each Proponent waives any and all claims for compensation whatsoever for all losses of any nature, whether direct or indirect and whether foreseeable or not, including for loss of profits or loss of opportunity.

If, notwithstanding the above, a Proponent is determined by a court of competent jurisdiction to be entitled to compensation arising from this RFP or for the actions of the Authority or any Representative, including without limitation any exercise the Authority's sole and absolute discretion, Proponents expressly acknowledge and agree by submitting a Proposal that the total maximum compensation for, without limitation, any and all direct and indirect damages, economic losses, profits, opportunities, expenses, costs or other losses, whether or not foreseeable, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00).

## **14.0 Reserved Rights of the Authority**

- 14.1 In addition to any other rights expressed or implied, the Authority has the right to:
- (i) Accept or reject any and all Proposals, in whole or in part;
  - (ii) Cancel this RFP at any time and for any reason without any liability to any Proponent;
  - (iii) Conduct reference checks relevant to the Services other than those provided to verify information in a Proposal;
  - (iv) Verify with any Proponent or with a third party any information contained in or submitted as part of the Services Proposal;
  - (v) Seek clarification of a Proposal from a Proponent;
  - (vi) Disqualify any Proponent whose Submission contains misrepresentations or any other inaccurate or misleading information relating to matters which the Authority, in its sole discretion, considers material; and
  - (vii) Disqualify any Proponent for Qualifying their Submission.

## **15.0 Insurance**

- 15.1 Throughout the Term of this Contract, the Successful Proponent must obtain and maintain at its own expense, including the cost of any and all applicable taxes and deductible, the following policies of insurance:

a) Commercial General Liability Insurance including but not limited to bodily injury including death, personal injury and property damage having an inclusive limit of not less than \*\*five million dollars (\$5,000,000) per occurrence.

b) Professional Liability Insurance of not less than \$2,000,000.

\*\*Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits for coverages indicated by double asterisks (\*\*). Certificate(s) of insurance must specify the

underlying policies (\*\*) to which the umbrella/excess coverages apply and indicate any applicable aggregates;

## 15.2 Terms and Conditions of Policies

All policies of insurance within the scope of Section 15.1 Insurance must:

a) Include as additional insureds:

Essex-Windsor Solid Waste Authority

The Corporation of the City of Windsor

The Corporation of the County of Essex

b) Deposit with the Authority such evidence of its insurance as provided in or required under this Contract, and must be in a form and issued by an insurance company satisfactory to the Authority, that is licensed to carry on business in Ontario; and

c) be maintained continuously during the course of carrying out the Contract, or for such period of time as may be required after completion of the Contract, as deemed necessary by the Authority.

d) The Proponent shall furnish to the Authority, on written request, certificates of all such policies. The Proponent agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Authority shall have the right to take out such insurance and pay the premium therefor and, in such event, the Proponent shall pay to the Authority the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Services payable on the first day of the next month following payment by the Authority.

e) Such other forms of insurance as may be reasonably required by the Authority from time to time (e.g., a result of change in law).

The Proponent at all times during the course of the work will indemnify and save harmless the Authority from and against all claims and demands whatsoever.

## **Schedule A**

### **Scope of Work**

#### **1.0 Background**

The Authority is a municipal agency that was created by the City of Windsor (“City”) and the County of Essex (“County”) to manage solid waste on behalf of the City and the seven County municipalities which includes Amherstburg, Essex, Kingsville, Lakeshore, LaSalle, Leamington, and Tecumseh. For additional information about the Authority please visit [www.ewswa.org](http://www.ewswa.org).

Ontario’s regulatory environment as it relates to waste management has changed significantly in recent years, including introducing the Food and Organic Waste Policy Statement and new Blue Box Regulation, O.Reg. 391/21. These new policies will have significant impact on the Authority and the local area municipalities’ integrated waste management systems.

The Ontario Food and Organic Waste Policy Statement, pursuant to Section 11 of the 2016 Resource Recovery and Circular Economy Act (collectively “The Organics Provincial Policy Statement” or “OPPS”), will require some municipalities in Essex-Windsor to achieve specific reduction and recovery target rates by 2025 as follows:

- City of Windsor – Provide curbside collection of food and organic waste to single family dwellings in an urban settlement area and to achieve a target rate of reduction of 70%;
- Amherstburg, LaSalle, Leamington and Tecumseh – Provide collection (through a public drop-off depot or community composting area or through curbside collection) of food and organic waste to single family dwellings in an urban settlement area and to achieve a target rate of reduction of 50%; and
- Essex, Kingsville and Lakeshore – Not required to achieve specific rates of reduction for food and organic waste based on their population and population densities.

On March 16, 2022, Essex County Council resolved that all Essex County municipalities will participate in a regional solution for the collection and processing of organic waste material, or source separated organics (SSO), from urban settlement areas, at a minimum, commencing January 1, 2025 or immediately upon the expiration of a municipality’s existing waste collection contract, whichever is later. As such, the Authority has been

charged with the responsibility to manage a Regional SSO program for the County municipalities and the City including collection, transfer, and processing, which is set to begin in October 2025.

On August 10, 2022, the Authority was authorized to engage Seaclyff Energy for a five (5) year term commencing in Spring 2025 with the option to renew the contract for three (3) additional, one-year extensions or portions of a year thereof to process organic waste for the Essex-Windsor region. Acceptable materials in the SSO program are included in Appendix A-1.

### **1.1 Organic Waste Transfer Station and MHSW Depot Upgrades**

The Authority operates the Essex-Windsor Regional Landfill located at 7700 County Road 18 in Essex, Ontario (the Landfill or Site). The Landfill, operating under Environmental Compliance Approval (ECA) No. A011101 (included in Appendix A-2), dated November 16, 2020, as amended, consists of 65 hectares (ha) of waste disposal area within a total site area of 123.5 ha.

The Authority operates a Municipal Hazardous and Special Waste (MHSW) and Recycling Depot at this Site. The MHSW and Recycling Depots divert materials such as refrigerant appliances, blue box recyclables, scrap metal, tires, waste electrical & electronic equipment, as well as household hazardous and special waste. The Authority officially began accepting MHSW on September 9, 2013. The MHSW and Recycling Depots consist of an asphalt pad and various containers and facilities to support these programs and their materials.

With the upcoming Regional SSO Program, the Authority requires a 10,000 tonne per year TS-SSO at the Site to receive, consolidate, load, and haul SSO off-site for processing to Seaclyff Energy Corp. SSO will be received primarily from the Towns of Amherstburg, Essex, and Lasalle and may receive SSO from the City of Windsor or remaining County municipalities as contingency measures. In addition, the Authority is seeking to upgrade the MHSW Depot by including a covered area that extends off the west side of this new TS-SSO.

Conceptual drawings and location of the proposed TS-SSO and MHSW Depot upgrades are provided in Appendix A-3.

### **Organic Waste Transfer Station Description**

The TS-SSO at the Site must include but is not limited to:

- Area for receiving collection vehicles
- Area for receiving and loading transfer vehicles
- Area for consolidating and staging material
- Tip floor and push walls
- Site design, grading and storm water management
- Odour control system
- Vector management system (birds)
- Leachate management system, including connection to the landfill leachate collection system
- Landfill gas monitoring equipment (ie: methane, CO and/or diesel exhaust emissions)
- Connectivity to the existing landfill gas monitoring system
- Design of electrical feed to the building, lighting, permitting & Hydro One consultation
- Design of domestic water supply to wash down tip floor and/or install of underground cistern for collection of rainwater or storage of permeate water from the onsite Reverse Osmosis plant
- Explore the use of roof top solar panels for electrical power supplement

### **MHSW Depot Upgrades Description**

The MHSW Depot upgrades must include but are not limited to:

- Covered and curbed area where storage of materials can occur such as white goods (from the Recycling Depot), auto batteries, fluorescent lights, waste oil, tanks, household chemical and hazardous waste, etc. will be stored within this roofed in area to protect materials from the elements.
- Designated area for residential vehicles when dropping off materials (e.g., marked lane-way).

## **2.0 Authority Responsibilities**

During this Work, the Authority will at its own expense, either by its own forces, or by others engaged via separate assignments or contracts, provide the following services, but not necessarily limited to:

- 2.1 Convene the Authority's project team and representatives and meet with the Proponent regularly throughout this assignment.
- 2.2 Provide operational data and background information as available.
- 2.3 Pay for the ECA application fee to the MECP.
- 2.4 Attend meetings with the MECP, and other governmental agencies, to be led by the Proponent.
- 2.5 Perform a review of all documents submitted by the Proponent, and provide written and oral comments and direction for incorporation into the document within 2 weeks of receipt unless otherwise noted.
- 2.6 Place advertisements and publish tender documents.
- 2.7 Issue addenda prepared by the Proponent during the tender period, as required.
- 2.8 Review and approve invoices submitted by the Proponent.
- 2.9 Negotiate any project scope changes with the Proponent.
- 2.10 Publish notices/advertisements required pursuant to the construction contract and the Ontario Construction Act (latest version).

## **3.0 Scope of Work and Deliverables**

The Successful Proponent will be required to undertake the following scope of work:

- 1) Confirmation of Conceptual Design, Pre-Design Review, and Review of Funding Opportunities
- 2) Detailed Design, Tendering, and Approvals
- 3) Services During Construction



4) Post-Construction Services

The Proponent shall provide all necessary services required to complete the Work. The following sections outline the minimum services required for this RFP. Proponents should expand on this list as required as part of their Proposal to show how they intend to execute the Work and key tasks and deliverables that will be submitted throughout the various stages.

**3.1 Confirmation of Conceptual Design, Pre-Design Review, and Review of Funding Opportunities**

The Proponent shall conduct a review of background information supplied by the Authority, conduct a review and confirmation of the conceptual design provided in Appendix A-3, and hold a pre-design review meeting with Authority Staff prior to proceeding with the detailed design. During this task, the Proponent shall identify potential funding opportunities and consider all aspects of this project such as TS-SSO, MHSW, solar panels, energy or water conservation, diversion of food and organic waste, enhancing diversion from landfill, etc. The confirmation of conceptual design and pre-design review shall include but is not limited to:

- (i) Conduct a project initiation meeting with the Authority and project stakeholders to present the Proponent's approach.
- (ii) Review the background information supplied by the Authority upon award, including but not limited to relevant reports, site plans and drawings (PDF and CAD), Environmental Compliance Approvals, site survey information, etc.
- (iii) Conduct a visual assessment of the Site to confirm the conceptual design. Authority representatives will be present during this visit.
- (iv) Identify design criteria and identify if there are any gaps in existing information or need for additional studies during design and to complete the ECA application. Identify and propose any modifications to the conceptual design.
- (v) Review and identify funding opportunities for this assignment (e.g., Green Municipal Fund, Federation of Canadian Municipalities) and collaborate with the Authority on application(s) for such funding opportunities.

- (vi) Conduct a Pre-Design Review meeting with the Authority and project stakeholders to finalize recommendations going into design.
- (vii) Present the findings into a Design Brief equivalent to 30% design. The intent of this document is to finalize all aspects of the detailed design, confirm objectives and functional requirements and limit changes throughout the remaining design stages.

### 3.2 **Detailed Design, Tendering, and Approvals**

The Proponent shall complete detailed design, tendering, and complete all necessary approvals for the construction of the TS-SSO. Deliverables to the Authority as part of the detailed design include:

- **60%, 90%, and Tender Ready** Contract Drawings and Specifications.
- **Tender Package** including front-end documentation, Drawings, Specifications, and supporting documentation in a format determined and provided by the Authority.
- **ECA amendment application(s)** to the MECP and associated documentation (e.g., Design and Operations Report) as identified by the Proponent, the Authority, or MECP.
- **Other permits, approvals, and/or documents** as identified by the Proponent, the Authority, or other regulatory body.

The Proponent shall perform the following during Detailed Design in addition to the deliverables noted above including, but not limited to:

- (i) Conduct and coordinate design meetings with the project team following each major deliverable (**60% and 90% Contract Drawings and Specifications**) to collect information and receive feedback. Allow for 2 weeks review by the Authority following the design meeting. The Proponent is responsible for preparation and distribution of agendas and minutes (draft and final).

- (ii) Conduct monthly progress meetings at a minimum (virtual meeting) with the project manager and other Authority representatives as required.
- (iii) Conduct site visits of the frequency and duration needed to determine existing conditions, coordinate/locate new Works, and achieve the desired outcomes and schedule for the Work outlined in this RFP.
- (iv) The Proponent is responsible for verifying the accuracy of any and all documents/drawings used as part of the design.

### **3.2.1 Approvals and Permits**

The Detailed Design is required to meet the latest regulatory requirements, guidelines, and codes in accordance with Applicable Law.

The Proponent shall perform Services related to all approvals and permits required including preparing applications along with supporting information. A preliminary list of permits and approvals shall be identified and included by the Proponent in the Proposal, such as:

- MECP application(s) and all associated supporting information – ECA amendments to Waste ECA, Stormwater Management Pond ECA, Air ECA, etc., as applicable.
- Electrical Safety Authority (ESA, plan approval).
- Local Area Municipality (Building Permits, Site Plan Approval, Hydro, etc.).
- Conservation Area and/or Essex Region Conservation Authority.
- Hydro One Networks (if required).

The Proponent shall perform the following in preparation of approvals and permits including, but not limited to:

- (i) Determine which approvals and permits are necessary to construct, commission, occupy, and operate the facility.

- (ii) Prepare the application form(s) during the detailed design, as appropriate, in order to obtain all necessary approvals in order to meet the timelines for construction outlined in this RFP.
- (iii) Communicate with regulatory agencies and public utilities, first obtaining permission from the Authority.
- (iv) Attend pre-consultation and review meetings associated with these regulatory applications, as required.
- (v) Prepare the technical information, reports, briefs, etc. that are required to support an application.
- (vi) Prepare the application form(s).
- (vii) Review any information provided by a Third-Party (consultants, contractors, etc.)
- (viii) Respond promptly to comments and questions received.
- (ix) Keep the Authority informed of the status of approvals and permits in progress.

### **3.2.2 Detailed Design and Tender Package**

The Proponent shall complete the following tasks in preparation of the Detailed Design and Tender Package:

- (i) Prepare detailed designs and associated specifications by multiple disciplines (e.g., architectural, civil, structural, mechanical, electrical).
- (ii) Understand and incorporate details that ensure operation of the TS-SSO in compliance with the Ontario Health and Safety Act and other Applicable Law.
- (iii) Outline a strategy for operations and based on any changes made to the conceptual design to be submitted with the **90% Contract Drawings and Specifications.**
- (iv) Perform a maintenance review of the design including list of major TS-SSO equipment and frequency/nature of maintenance for all equipment to be submitted with the **90% Contract Drawings and Specifications.**

- (v) The Proponent shall prepare a Construction Schedule and Cost Estimate to be submitted with the **90% Contract Drawings and Specifications**. The Proponent shall identify changes from previous estimates and possible constraints/impacts to the Authority's capital budget. The final cost estimate prepared prior to tendering shall mirror that of the cost breakdown to be included within the Tender documents.
- (vi) Submit a copy of the final design calculations and design notes for all pieces of equipment and systems at the same time when the **90% Contract Drawings and Contract Specifications** are submitted.
- (vii) The **Tender Ready** submission of Contract Drawings and Contract Specifications shall be sealed, signed, and dated by a Professional Engineer licensed in the Province of Ontario.
- (viii) The **Tender Ready** submission shall form the **Tender Package** including front-end documentation supplied by the Authority, and Contract Drawings, Specifications, and supporting documentation prepared by the Proponent. The Authority will be responsible for placing advertisements and publishing the **Tender Package**.

### 3.2.3 **Tender Administration**

Following issuance of the **Tender Package** by the Authority, the Proponent shall perform the following tasks as part of the Tender Administration, including supporting the Authority with the following:

- (i) Conduct a bidder's meeting.
- (ii) Field questions from bidders during the tendering process including investigate and prepare responses to questions and prepare addenda for issuance by the Authority.
- (iii) Support the Authority in the evaluation of bids and provide a recommendation regarding the award of construction contract.

### **3.3 Services During Construction**

The Proponent shall provide services during the Construction phase for the general construction contract, including but not limited to the following:

- (i) Conduct meetings with the Authority and the Contractor. Provide a pre-construction meeting, construction progress meetings and commissioning meetings.
- (ii) Issue for Construction Drawings and Technical Specifications incorporating all addenda issued during Tender.
- (iii) Issue the order to commence work.
- (iv) Perform contract administration. Refer to additional tasks in the following sections.
- (v) Perform construction inspection services. Refer to additional tasks in the following sections.
- (vi) Perform commissioning and performance verification.
- (vii) Prepare an Operations Manual for any equipment installed and review Contractor's portion of Operation and Maintenance manuals.
- (viii) Prepare the Substantial Completion certificate.
- (ix) Complete warranty and performance inspections including review reports.
- (x) Assist the Authority in complying with the Ontario Construction Act (latest version) including but not limited to payment requirements, publishing of notices, and issuing Completion Certificates.

#### **3.3.1 Contract Administration**

The Proponent shall provide a dedicated and experienced Contract Administrator (minimum 10 years relevant experience) for the construction phase. The Contract Administrator shall work with the project manager, design engineers and direct the Construction Inspector. The Contract Administrator shall manage and advise on all matters related to the construction contract, become familiar with

the Authority's general conditions, monitor means and methods of construction developed by the Contractor, and generally ensure that the Works are completed in accordance with the contract documents, ensure the Work meets quality and performance requirements and ensure long-term objectives are not compromised.

Proponents shall clearly outline their approach to contract administration and outline the relationship between the Contract Administrator and the Construction Inspector.

Within the work plan clearly identify the time allocated to the Contract Administrator and the engineering support staff. Sufficient time and staff allocation shall be provided to successfully perform the Work and taking into consideration phases and various constructability approaches.

Contract administration tasks include, but are not limited to:

- (i) Conduct/lead construction progress meetings (estimated at every 2 weeks unless requested by the Authority for a unique circumstance).
- (ii) Review the Contractor's schedule and provide feedback (minimum monthly).
- (iii) Review shop drawings.
- (iv) Prepare, monitor, and maintain a submittals tracking spreadsheet.
- (v) Respond to Contractor's questions, proposals, and requests for information.
- (vi) Prepare and issue work orders, field orders, contemplated change orders, and change orders. Contract change orders shall be prepared in the Authority's prescribed format. Submit a draft version to the Authority, and revise according to the comments received prior to issuing.
- (vii) Arrange for all necessary field testing, inspections, or verification by specialist firms, as required.
- (viii) Prepare progress payment certificates.

### **3.3.2 Construction Inspection**

The Proponent shall provide one (1) full-time, or other interval as mutually agreed upon by both Parties, Construction Inspector from start of field activities by the Contractor until achievement of Substantial Completion by the Contractor. Assume 40 hours per week for full-time inspection services for a duration of 12 months.

Construction inspection tasks include but are not limited to:

- (i) Provision of one (1) dedicated Construction Inspector to complete daily inspections of Work during active construction, including outside of regular working hours as needed.
- (ii) Coordinate field tests to verify the provision of specified materials and components, as required.
- (iii) Maintain a field journal on a daily basis with written record of construction progress. Communicate with the Contractor to record activities if not on site.
- (iv) Maintain a detailed photographic record of the construction progress. Provide digital photographs complete with date/time stamp and identifying notations.
- (v) Submit construction progress reports to the Authority on a weekly basis at a minimum.
- (vi) Document compliance with contract requirements and Ontario Construction Act (latest version) and identify deficiencies throughout the Construction phase.
- (vii) Prepare a master deficiency list after an inspection attended by the Authority, Contractor(s), and the Proponent, before certification of Substantial Completion.
- (viii) Prepare and provide "as-built" drawings in both paper and digital format.

### **3.4 Post-Construction Services**

The Proponent shall provide services during the Post-Construction phase. The Post-Construction phase will occur after the Substantial Completion certificate has been issued. Assume 20 hours per week



for part-time inspection services for a duration of 3 months. Post-Construction tasks include, but are not limited to:

- (i) Communicate with the Contractor and with the Authority on a regular basis.
- (ii) Conduct site visits and inspect/investigate Works on an as-needed basis until the Final Completion has been achieved by the Contractor, which at times may be requested by the Authority.
- (iii) Track deficiencies and ensure all deficiencies are completed by the Contractor. Update the master deficiency list on a bi-weekly basis, until certification of Final Completion. Update the master deficiency list on a monthly basis, until the end of the warranty period. Ensure changes are tracked for record purposes.
- (iv) Prepare record drawings in accordance with applicable requirements as deemed by the Authority.
- (v) Assist the Authority in resolving operational difficulties.
- (vi) Assist the Authority with warranty-related items.
- (vii) Conduct final warranty inspections.
- (viii) Prepare the completion certificate and final payment certificate.

## **4.0 Project Schedule**

The Proponent shall meet the following timelines for deliverables in order to successfully submit a complete ECA amendment application to the MECP for this project by October 18, 2024, or sooner. Proponents shall identify in their Proposal strategies to meet these accelerated timelines in order to adhere to the Organics Provincial Policy Statement and the Authority's planned Regional SSO program launch in October 2025 whereby the TS-SSO must be ready for commissioning in September 2025.

<b>Milestone</b>	<b>Date Due By</b>
Project Initiation	Week of June 10, 2024

**Engineering Services for Design and Approvals for an Organic Waste Transfer Station and MHSW Depot Upgrades at the Essex-Windsor Regional Landfill  
EWSWA RFP No. 2024-04-11**

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<b>Milestone</b>	<b>Date Due By</b>
Confirmation of Conceptual Design and Pre-Design Review	July 5, 2024
60% Contract Drawings and Specifications, Draft ECA application(s), and draft permits, approvals, and/or other documents	August 9, 2024
90% Contract Drawings and Specifications, Draft Tender Package, Final ECA application(s), and final permits, approvals, and/or other documents	September 16, 2024
Tender Ready Contract Drawings and Specifications and Final Tender Package	October 18, 2024
ECA application submission to MECP and submission of other permits, approvals, and/or other documents to applicable regulatory bodies	October 18, 2024
Support for ECA and other permit and approval applications (estimated)	October 18, 2024 – September 2024
Tender Administration (estimated)	October 2024 to December 2024
Services During Construction (estimated)	January 2025 to October 2025
Post Construction Services (estimated)	October 2025 to November 2025

## **Appendix A-1 Green Bin Program: Acceptable Material**

The Authority intends to accept and process at a minimum the following list of food scraps including but not limited to:

- Baked goods, candies
- Bread, cereal, pasta, noodles, rice, beans, grains
- Coffee filters & grounds, paper teabags
- Dairy products, including milk, yogurt, butter & cheese
- Dry baking ingredients, herbs, spices
- Eggs, eggshells
- Fats, cooking oils, & food grease (liquid or solid)
- Fruits & vegetables (cooked or raw, including peels, scraps and pits)
- Meat, seafood, giblets & bones
- Nuts & seeds
- Salad dressing, mayonnaise, gravy, & sauces

Food-soiled paper products, including but not limited to:

- Cardboard egg cartons
- Food-soiled paper napkins, paper towel, & tissues (provided it is free of contaminants, such as household cleaners)
- Food-soiled paper plates, cups, and muffin wrappers (un-waxed and un-plasticized)
- Food-soiled pizza boxes and cardboard
- Newsprint, and paper bags (to wrap food and line containers)
- Un-plasticized soiled paper food packaging (such as flour bags)

- Waxed paper
- Wooden stir sticks, chop sticks, popsicle sticks, toothpicks
- Other organic waste, including but not limited to:
- Household plants (including soil) & cut flowers,
- Human and animal hair
- Pumpkins
- The Authority permits the use of compostable plastic bags as bin liners.
- The Authority may include pet waste (excluding kitty litter) that must be individually bagged in a certified compostable bag, or mixed in with other Acceptable Material in a compostable bag, at no additional cost to the Authority.

## **Appendix A-2 Essex Regional Landfill Environmental Compliance Approval**

(Document attached)

## **Appendix A-3 Drawings**

(Document attached)

## **Schedule B Stage 3: Technical Evaluation Criteria and Weighting**

### **1.0 Technical Evaluation Criteria**

- 1.1 Proposals meeting the requirements of Stage 1 shall advance to Stage 2 and be evaluated and scored by applying the Technical Evaluation Criteria and weightings set out below.

<b>Technical Criteria</b>	<b>Points</b>
Company Profile and Experience	10
Reference Projects	15
Project Understanding, Workplan and Schedule	30
Demonstrated Qualifications, Experience and Availability of the Project Team	15
<b>Total Technical Criteria (Minimum Technical Score 70%, 49 out of 70)</b>	<b>70</b>

#### **1.1.1 Company Profile and Experience**

- 1) Provide a summary that includes the following:
  - a) Clearly identify and describe the Proponent including number of employees, number of offices, and office locations.
  - b) The number of years the Proponent has been active in these fields.
  - c) Any professional certifications and/or awards the Proponent has earned.
  - d) Identify any other firms that may be involved (i.e., subcontracted) on the Proponent's behalf and their legal/contractual relationship with the Proponent along with a description of their expertise.
  - e) Provide an organizational chart demonstrating the Proponent's organizational structure, as well as, describe how the corporate/reporting structure and the proposed staffing demonstrates sufficient organizational strength to successfully fulfill the requirements of this RFP.

- 2) Provide in detail the company's experience in providing Services for the same or similar Work to that requested in this RFP.

#### **1.1.2 Reference Projects**

- 1) Proponents should provide a detailed description of three (3) projects of similar scope (e.g., waste management facilities that receive municipal solid waste) and magnitude to this RFP that have been completed in the last 15 years. Proponents shall provide the following details:
  - a) Reference(s), contact name(s), email address(es) and telephone number(s) for these projects.
  - b) A description/scope of the project, geographical location, project start and end dates.
  - c) Specific details on how the referenced projects were managed in terms of schedule and budget should be provided. Identify how constraints and challenges were mitigated. Highlight instances where creativity and value engineering methods were implemented to generate efficiencies in the schedule and budget.
- 2) Preference will be given to Proponents with experience specific to SSO transfer stations. Preference will be given to Proponents with experience completing Environmental Compliance Approval applications in the last 10 years. Experience completing funding applications for similar scopes of work will be considered by the Authority.

#### **1.1.3 Project Understanding, Workplan and Schedule**

- 1) Proponent should provide a narrative demonstrating its understanding of the Services and describe the overall approach and methodology to meeting the deliverables in this RFP.
- 2) Explain any early risks, constraints, and underlying assumptions, if any, based on experience with similar Work.
- 3) Provide a work plan, including the identification of major tasks related to deliverables and project schedule (GANTT



chart). This should be outlined in sufficient detail to allow a complete understanding as to how this Work is to be carried out and who will be assigned to various components.

- 4) Time/Task breakdown to include the hours and percentage of time to be allocated by individuals involved in the Work, including the total project hours.

1.1.4 **Demonstrated Qualifications, Experience and Availability of the Project Team**

- 1) The Proponent shall identify the Key Person(s) that the Proponent is proposing to provide the Service. Provide names, qualifications, relevant experience, curricula vitae, and the respective roles and availability of members of the consulting team, including those from specialist or sub-consultant firms. Preference will be given to Proponents with Key Person(s) with demonstrated experience delivering similar scopes of work to this RFP.
  - a) Identify the lead consultant or project manager.
  - b) Details about assigned and back-up resources. Including provide details for addressing potential loss of resource availability of any of the above personnel and how a replacement with equal knowledge and experience will be assigned.

## Schedule C Form of Financial Proposal

### 1.0 Instructions to Proponents

- 1.1 Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- 1.2 Proponents are required to complete Table 1, of Schedule C-1 pursuant to the instructions provided.
- 1.3 Proponents are required to identify the Key Person(s) they propose to perform the positions listed (the "Key Personnel"), their role in providing the Services, hourly rate(s) and overall level of effort as it relates to providing the Services as outlined in Schedule "A".

Proponent may add additional rows where required.

#### Example Schedule C-1:

**Table 1: Total Engagement Cost of RFP**

Key Person	Name	Role	Total Hours	Hourly Rate	Level of Effort %	Total
				\$		\$
				\$		\$
				\$		\$
				\$		\$
<b>Total Engagement Cost of RFP (Total Cost)</b>						\$

**Schedule D  
Draft Contract**

(Document attached)

**Schedule E  
Conflict of Interest**

(Document attached)

**Schedule F  
Subcontractors Form**

(Document attached)

**AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL**

NUMBER A011101

Issue Date: November 16, 2020

Essex-Windsor Solid Waste Authority  
360 Fairview Ave W, No. 211  
Essex, Ontario  
N8M 3G4

Site Location: Essex-Windsor Regional Landfill Site  
7700 Essex County Road 18 R.R. # 3, Cottam  
Essex Town, County of Essex  
N0R 1B0

*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:*

the use and operation of a 64.5 hectare landfill site, waste diversion area and a municipal hazardous or special waste depot (formerly referred to as the Household Hazardous Waste Depot) within a total site area of 123.5 hectares.

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

**"Adverse Effect"** means the same as the definition in the EPA;

**"Colchester in Action"** means the citizens' group that took part in the public consultation process associated with this proposed site and whose membership draws mainly from residents and landowners in the vicinity of the site;

**"Compensation Policy"** means the document entitled, Compensation Policy for new Regional Landfill" dated June 7, 1994 prepared by the Essex-Windsor Solid Waste Authority as contained in Schedule "A" to the Environmental Assessment Act conditions of approval as it may be amended from time to time;

**"Cover material"** means soil or other material including types of waste or geotextile material approved for use in sealing cells in landfilling by the MECP;

**"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”** refers to the District Manager in the Ministry's Sarnia District Office;

**“District Office”** refers to the Ministry's Sarnia District Office;

**"EMP"** refers to the Environmental Monitoring Plan;

**“EPB”** refers to the Environmental Permissions Branch of the Ministry;

**"Environmental Compliance Approval" or "ECA" or "Approval"** means this entire provisional Environmental Compliance Approval document, issued in accordance with Section 20.3 of Part II.1 of the EPA, and includes any schedules to it and the application and the supporting documentation listed in Schedule "A";

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

**"Essex-Windsor"** means the corporation of the County of Essex and the Corporation of the City of Windsor and includes the Essex-Windsor Solid Waste Authority, or its successors. This authority has been established by the City and County to be responsible for the joint management of certain municipal waste management functions, including the operation of the Site;

**"hazardous waste"** as defined in Regulation 347 as amended;

**"LLC"** means the Landfill Liaison Committee as established in the Environmental Assessment Act approval for the site and in accordance with the terms of reference set out in the conditions contained herein;

**"municipal hazardous or special waste" and "MHSW"** means the same as the definition in Ontario Regulation 387/16 - Municipal Hazardous or Special Waste, made under the Waste Diversion Transition Act, 2016, S.O. 2016, c. 12, Sched. 2;

**"MHSW HHW Depot"** means that part of the Site where waste management activities pertaining to the bulking and temporary storage pending transfer of MHSW take place;

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

**“Operator”** has the same meaning as “Operator” as defined in s.25 of the EPA;

**“Owner”** means Essex-Windsor Solid Waste Authority;

**"O. Reg. 101/94"** means Ontario Regulation 101/94 as amended from time to time;

**“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;

**“Regional Director”** refers to the Director of the Ministry’s South-western Regional Office;

**"Regulation 232" or "Reg. 232" or "O. Reg. 232/98"** means Ontario Regulation 232/98 (New Landfill Standards) made under the EPA, as amended from time to time;

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

**"Site"** means the Regional Landfill site located at 7700 Essex County Road 18 R.R. # 3, Cottam, part of Lots 14, 15 and 16, Concession VII, Town of Essex, County of Essex; and

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

- a. relevant waste management legislation, regulations and guidelines;
- b. major environmental concerns pertaining to the waste to be handled;
- c. occupational health and safety concerns pertaining to the processes and wastes to be handled;
- d. management procedures including the use and operation of equipment for the processes and wastes to be handled;
- e. emergency response procedures;
- f. specific written procedures for the control of nuisance conditions;
- g. specific written procedures for refusal of unacceptable waste loads;
- h. the requirements of this Approval.

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

## **TERMS AND CONDITIONS**

### **1. GENERAL**

#### **Compliance**

- 1.0 This Approval revokes all previously issued Approvals issued under Part V, EPA, for this Site. The approval given herein, including the Terms and Conditions set out, replaces all previously issued approvals and related Terms and Conditions under Part V, EPA for this Site.
- 1.1 The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Site is notified of the ECA and the conditions herein and shall take all reasonable measures to ensure the person complies with the same.
- 1.2 Any person authorized to carry out work on or operate any aspect of the Site shall comply with the conditions of this ECA.

#### **In Accordance**

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



## **Other Legal Obligations**

1.4. The issuance of, and compliance with, this ECA does not:

- i. relieve any person of any obligation to comply with any provision of the EPA or any other applicable statute, regulation or other legal requirement; or
- ii. limit in any way the authority of the Ministry to require certain steps be taken or to request that any further information related to compliance with this ECA be provided to the Ministry.

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

## **Adverse Effect**

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

## **Furnish Information**

1.6. Any information requested by the Director or a Provincial Officer concerning the Site and its operation under this ECA, including but not limited to any records required to be kept by this ECA shall be provided in a timely manner.

1.7. The receipt of any information by the Ministry or the failure of the Ministry to prosecute any person or to require any person to take any action, under this ECA or under any statute, regulation or subordinate legal instrument, in relation to the information, shall not be construed as:

- I. an approval, waiver, or justification by the Ministry of any act or omission of any person that contravenes any condition of this ECA or any statute, regulation or other subordinate legal requirement; or
- II. acceptance by the Ministry of the information's completeness or accuracy.

1.8. Any information related to this ECA and contained in Ministry files may be made available to the public in accordance with the provisions of the Freedom of Information and Protection of Privacy Act, RSO 1990, CF-31.

## **Interpretation**

1.9. This ECA revokes and replaces the previous ECA and all subsequent amendments.

1.10. Where there is a conflict between a provision of any document, including the application, referred to in this ECA, and the conditions of this ECA, the conditions in this ECA shall take

precedence.

- 1.11. Where there is a conflict between the application and a provision in any documents listed in Schedule "A", the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the Ministry approved the amendment in writing.
- 1.12. Where there is a conflict between any two documents listed in Schedule "A", other than the application, the document bearing the most recent date shall take precedence.
- 1.13. The conditions of this ECA are severable. If any condition of this ECA, or the application of any condition of this ECA to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this ECA shall not be affected thereby.

### **Certificate of Requirement**

- 1.14. Pursuant to Section 197 of the EPA, no person having an interest in the Site shall deal with the Site in any way without first giving a copy of this Approval to each person acquiring an interest in the Site as a result of the dealing.
- 1.15. The Certificate of Requirement shall be registered in the appropriate land registry office on title to the Site and a duplicate registered copy shall be submitted to the Director within ten (10) calendar days of receiving the Certificate of Requirement signed by the Director.

### **No Transfer or Encumbrance**

- 1.16. No portion of this Site shall be transferred or encumbered prior to or after closing of the Site unless the Director is notified in advance and is satisfied with the arrangements made to ensure that all conditions of this ECA will be carried out and that sufficient financial assurance is deposited with the Ministry to ensure that these conditions will be carried out.

### **Change of Owner**

- 1.17. 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:
  - I. the ownership of the Site;
  - II. the Operator of the Site;
  - III. the address of the Owner or Operator;
  - IV. the partners, where the Owner or Operator is or at any time becomes a partnership and a copy of the most recent declaration filed under the Business Names Act, R. S. O. 1990, c. B.17, shall be included in the notification; and
  - V. the name of the corporation where the Owner or Operator is or at any time becomes a corporation, other than a municipal corporation, and a copy of the most current information filed under the Corporations Information Act, R. S. O. 1990, c. C.39, shall be included in the

notification.

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

### **Inspections**

- 1.19. No person shall hinder or obstruct a Provincial Officer from carrying out any and all inspections authorized by the EPA, or the PA, of any place to which this ECA relates, and without limiting the foregoing:
- I. to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this ECA are kept;
  - II. to have access to, inspect, and copy any records required to be kept by the conditions of this ECA;
  - III. to inspect the Site, related equipment and appurtenances;
  - IV. to inspect the practices, procedures, or operations required by the conditions of this ECA; and
  - V. to sample and monitor for the purposes of assessing compliance with the terms and conditions of this ECA or the EPA, or the PA.

## **2. PUBLIC PARTICIPATION**

### **Landfill Liaison Committee**

- 2.1. Essex-Windsor shall take all reasonable steps to establish and maintain a Landfill Liaison Committee(LLC) to deal with matters, issues, and concerns relating to the operation and monitoring of the Essex-Windsor Regional Landfill Site.The Committee shall be established within six(6) months of the granting of approval under both the Environmental Assessment Act and Environmental Protection Act. The terms of reference related to the LLC are as follows :

#### 2.1.1. Purpose

The purpose of LLC shall be to review and make comment on any activities associated with the Essex-Windsor Regional Landfill Site, and shall include, but not necessarily be limited to, the following :

- (a) Quarterly Operation Reports;
- (b) Annual Operations Reports;
- (c) Compliance of EA/EPA conditions of Approval ;
- (d) Interim Monitoring Reports;
- (e) Biennial Monitoring Reports;
- (f) Complaints Forms Received & Mitigation Action Taken;
- (g) Timetable of Development;

- (h) Development and Implementation of End Use Plans; and
- (i) Development and Implementation of Closure and Perpetual Care Plans.

#### 2.1.2. Membership

- (i) Essex-Windsor shall offer eight memberships for the LLC as follows:
- (ii) One member from Essex-Windsor who is not a member of Council from the Town of Essex.
- (iii) Essex-Windsor shall request that two members from the Town of Essex be appointed concurrent with their Municipal Council term of office.
- (iv) The District Manager shall be requested to appoint a member from the MECP, and may appoint an alternate as well.
- (v) Four member from the public at large. To initially establish these members the following procedures shall take place :
  - (a) the Citizens group Colchester In Action shall be requested to appoint one member, who shall sit for a one year term.
  - (b) For the other three positions, Essex-Windsor shall mail a notice and application form to:
    - (i) all owners of property listed in Schedule "G" of the compensation policy, as amended from time to time, ( referred to in Schedule "A" to the Environmental Assessment Act Approval); and
    - (ii) to all tenants of property listed in Schedule "G" as are identified as tenants in the most recent assessment roll of the Town of Essex seeking applications for the three offered memberships.
  - (c) A spouse of an owner may apply instead of owner, but only one person may apply from any one property.
  - (d) A family member of the owner, who is 19 years of age or older, may apply instead of the owner, but only one person may apply from any one property.
  - (e) Where the owner of the property is a corporation, the corporation may nominate one of its officers or Directors as the applicant. Where the corporation owns more than one parcel of land only one nomination from that corporation shall be permitted.
  - (f) Essex-Windsor shall request comments on the applications received from the Council of Town of Essex. The original applications, together with the comments from the two townships, shall be forwarded to the current landfill Liaison committee and the

current LLC shall designate three members for appointment by Essex-Windsor.

- (g) If three or less applications are received, Essex-Windsor shall appoint those applicants and the number of members of the LLC will be adjusted accordingly for that year.
- (h) In order to establish some continuity on the LLC from the members of the Public At large the initial appointments shall be one member for a 3 year term, one member for a 2 year term and one member for a 1 year term. If less than three applications are received, Essex-Windsor may amend the terms of appointments at its discretion.
- (vi) Following the initial establishment of the LLC, members from the Public at Large shall be appointed as follows:
  - (a) by the end of October each year, Essex-Windsor shall mail a notice of application for membership to those persons set out in Clause .2.1.2 (v) (b) seeking applications for the number of membership necessary to have four members from the Public At large on the LLC for the following calendar year.
  - (b) Applications from a spouse of an owner, a family member of the owner, or a corporation are acceptable as set out in Clauses 2.1.2 (vi) (c) (d) and (e).
  - (c) All applications shall be forwarded to the LLC along with any comments Essex-Windsor may have on the applications. At its last scheduled meeting in the calendar year, the LLC will appoint sufficient applicants from the applications received to maintain four members on the LLC in the following year.
  - (d) If insufficient applications are received in any year to maintain four members in the next year, the applicants will be appointed and number of members of the LLC will be adjusted accordingly for that year.
  - (e) The LLC has the discretion to adjust the terms of appointment as it sees fit to achieve continuity on the committee so long as no appointment is for more than three years without reapplication.
- (vii) The seat of a member of the Committee becomes vacant if the member is absent from the meeting of the Committee for three successive meetings without prior authorisation by a resolution of the committee entered upon its minutes. The LLC shall have the power to adopt further rules concerning minimum attendance.
- (viii) If for any reason a member is unable to complete the term of the appointment the appointing authority shall be requested to make a further appointment. In the case of a member from the Public At Large, the LLC may make an appointment from the applications received from the most recent request for applications or leave the position vacant until next year. Where an appointment is made from the most recent applications, the term of the appointment will coincide with that of the departing member.

### 2.1.3. Meetings

1. Essex-Windsor shall request that the LLC meet at least quarterly;
2. A quorum of the meeting shall be 50% of the members;
3. At the first meeting of each year, the membership shall elect a chairperson from amongst themselves;
4. All meetings of the LLC shall be open to the public;
5. Notice of the meetings shall be mailed to those persons as set out in Clause 2.1.2 (v) (b) the members of LLC, and the Clerk of the Town of Essex at least 2 weeks in advance of the scheduled meeting. If an emergency meeting of the LLC is called and there is insufficient time to meet the notice requirements of this paragraph, the notice requirements are waived;

### 2.1.4. Budget

1. Essex-Windsor shall provide a reasonable budget and such financial resources as are required for the effective operation of the LLC. This shall include, but not necessarily be limited to:

-per diem and mileage allowances for committee members.

-funds for the mailing and meeting notices and other information from the LLC to owners and tenants as set out in Clause 2.1.2 (v) (b).

-The hiring of consultants, where considered appropriate, to provide a peer review of work carried out by or on behalf of Essex-Windsor in connection with the operation, monitoring, closure or perpetual care of the Site. The hiring of consultants by the LLC must receive prior approval from Essex-Windsor, and such approval shall not be unreasonably withheld. In the event there is disagreement over the hiring of a consultant the matter may be referred to the Adjudicator created under section 5.1 of the compensation policy, by either party, for determination.

2. By the end of September of each year the LLC will prepare a budget for the following year for the approval of Essex-Windsor.

### 2.1.5. Support Staff

1. Essex-Windsor shall provide secretarial and other administrative support to the LLC.
2. Essex-Windsor shall record, print, and circulate the minutes of all LLC meetings to the persons noted in Clause 2.1.2 (v) (b) unless any such person informs Essex-Windsor in

writing that he she does not wish to receive this documentation.

3. Essex-Windsor shall make available its own technical staff and consultants to the LLC :
  - to explain the reports to be reviewed by the Committee,
  - to answer any enquiries raised by the Committee in response to its review of the reports,
  - to explain and answer questions on the actions taken with respect to any complaints received regarding the site operations,
  - to explain and answer questions on any aspect of site operations raised by a member of the LLC.

#### 2.1.6. Reporting Relationships

1. The minutes of all meetings of the LLC shall be forwarded to Essex-Windsor for review.
2. The Chairperson, or designate, of the LLC is encouraged to attend meetings of Essex-Windsor to present the minutes of the meeting, and be prepared to discuss any issues raised by the LLC.
3. Essex-Windsor shall include a standing delegation item for the LLC on each of its meeting agendas.
4. An annual joint meeting of the LLC and Essex-Windsor shall be held in March of each year for the presentation of the Annual Operations Report and the Biennial Monitoring Report.
5. The Chairperson of the LLC will receive agenda packages for EWSWA meetings.

### **3. CONSTRUCTION, INSTALLATION and PLANNING**

- 3.1. As-built drawings for the landfill shall be retained on site and made available to Ministry staff for inspection.

### **4. GENERAL OPERATIONS**

#### **Proper Operation**

- 4.1. The Site shall be properly operated and maintained at all times. All waste shall be managed and disposed of in accordance with the EPA and Regulation 347 and the requirements of this ECA. At no time shall the discharge of a contaminant that causes or is likely to cause an

Adverse Effect be permitted.

### **Operations Manual**

- 4.2. The Owner shall ensure that an operations and procedures manual that addresses the requirements of this ECA is prepared for the Site:
- I. Health and safety;
  - II. Operation and maintenance of the Site;
  - III. Waste acceptance;
  - IV. Waste disposal area and development;
  - V. Nuisance management;
  - VI. Leachate management;
  - VII. Landfill gas management;
  - VIII. Surface water/Storm water management;
  - IX. Inspections and monitoring;
  - X. Contingency plans and emergency procedures;
  - XI. Complaints; and,
  - XII. Reporting and record keeping.
- 4.3. The operations and procedures manual shall be:
- I. retained at the Site;
  - II. reviewed on an annual basis and updated by the Owner as required; and
  - III. be available for inspection by Ministry staff.
- 4.4. The Site shall be operated in accordance with the supporting documents to the application for a Environmental Compliance Approval prepared by Proctor & Redfern Limited, dated October 1993 and in accordance with those documents detailed in Schedule "A" attached.

### **Capacity**

- 4.5. (1) The total site area shall be 123.5 hectares.
- (2) The Total waste disposal fill area shall be 64.5 hectares which includes 58 hectares of new waste disposal area.
- (3) The Final waste disposal fill area footprint and site contours shall provide a capacity of 12,200,000 cubic meters of landfill volume (including waste, daily and interim cover material); and
- (4) The total capacity as identified in Condition No. 4.5 (3) does not include the final cover.
- (5) There shall be buffer area of a minimum 100 meters between the edge of the new fill area and the property boundary for a total buffer area of 58.5 hectares. The buffer area shall not be used for the disposal of waste.



(6) The final contours of the site are not to exceed those shown in the end use plan.

### **Service Area**

4.6. The Site service area shall be the Province of Ontario. No waste shall be received for disposal at this Site from outside the approved service area.

### **Hours of Operation**

4.7. Waste shall only be accepted at the Site during the following time periods:

- (i) Monday- Friday - 7:00 a.m. to 5:00 p.m; and
- (ii) Saturday - 8:00 am to 1:00 p.m or such reduced hours as identified by Essex-Windsor
- (iii) The Site will be closed all Sundays and Statutory holidays.

4.8. The landfill may open one hour earlier and two hours later than the waste disposal operating hours on Monday to Friday, for purposes other than disposal of waste. The landfill may open one hour earlier and one hour later than the waste disposal operating hours on Saturday for purposes of the application of daily cover only.

### **Signage**

4.9. Signs shall be placed at the landfill Site entrance/exit indicating, at a minimum, the following:

- (a) Name of the landfill and name of the Owner/Operator;
- (b) MECP ECA Number;
- (c) Days and hours of operation and public use;
- (d) Contact telephone number at the Essex- Windsor Main Office;
- (e) Service Area for the Site;
- (f) Types of waste accepted and prohibited;
- (g) Overview of landfill complaints procedure, including a phone number for registering a complaint;
- (h) Unauthorized entry is prohibited; and
- (i) A warning against dumping wastes outside the Site.

### **Site Security**

4.10. During non-operating hours, the Site entrance and exit gates shall be locked and the Site shall be secured against access by unauthorized persons.

### **On-Site Roads**

4.11. On-Site roads shall be provided and maintained in a manner that vehicles hauling waste to and on the Site may travel readily and safely on any operating day. During winter months, when the

Site is in operation, roads must be maintained to ensure safe access to the landfill working face. On-Site roads must be clear of mud, ice and debris which may create hazardous conditions.

### **Site Access**

- 4.12. Members of the public may request access to the site during normal operating hours. Such access shall not be unreasonably withheld and any reason for denial of access must be put in writing. The MECP accepts no liability, through the imposition of this condition, for the safety of such members of the public while they are on-site.

### **Traffic Control**

- 4.13. Essex-Windsor shall apply following requirements to vehicles delivering waste or soil to the site and vehicles hauling leachate or soil from the site:
- (a) The vehicle net weight must be over three (3) tonnes;
  - (b) All vehicles hauling waste must be licensed as part of a Waste Management System Approval or an Approval from the MECP issued pursuant to S. 27 of the Environmental Protection Act;
  - (c) All vehicles hauling waste to the Site from Transfer Station 2 shall use the designated haul route of County Road 31 northerly to County Road 18, and then westerly on County Road 18 to the Site. The same roads shall be used in returning to the transfer station;
  - (d) All vehicles hauling waste to the Site from Transfer Station 1 ( Windsor Transfer Station ) and, from the City of Windsor, shall use the designated haul route of Highway 3 easterly to County Road 23, then southerly on County Road 23 to County Road 18, and then westerly on County Road 18 to the Site. The same roads shall be used in returning to the intersection of County Road 23 with Highway 3;
  - (e) Vehicles transporting leachate from the Site to an approved disposal facility, shall use only Provincial, County of Essex roads;
  - (f) Essex-Windsor shall specify designated haul routes for any new waste transfer stations established during the operating life of the Site. Such haul routes shall be restricted to Provincial, county of Essex roads;
  - (g) Vehicles hauling soil to or from the Site shall use Provincial, County or Essex roads to the greatest extent reasonably possible and shall minimise the use of Township roads during these activities;
  - (h) The owners or operators of waste hauling vehicles shall not use the site unless they are approved by Essex-Windsor;
  - (i) All open vehicles containing waste or soil being delivered to or removed from the site

shall be covered in accordance with provisions of the Highway Traffic Act;

- (j) Essex-Windsor shall take all reasonable steps to ensure that all vehicles operators using the Site observe local speed limits and demonstrate safe and courteous driving habit;
- (k) In a temporary, emergency situation where the above designated haul routes are blocked, unusable or unsafe, and upon approval of the District Manager of MECP, Essex-Windsor may designate alternative haul routes to be used for the duration of emergency;
- (l) Vehicles carrying waste for diversion (recycling and/or reuse) including Municipal Hazardous or Special Waste are not required to meet conditions 4.13 (a) and (b);
- (m) All open vehicle boxes shall be inspected prior to leaving the Site to ensure that loose refuse is not present within the box. All vehicles disposing of waste at the operating face shall be visually inspected to ensure that loose refuse is not attached to the body of undercarriage of the vehicle prior to the vehicle leave the operating face; and
- (n) All vehicles hauling waste to the site from outside of the County of Essex shall use the following haul route : Highway 401 to the intersection of Highway 401 and County Road 19, along the county road 19 to Highway 3, and thence along the existing haul route described in condition d above. The same roads shall be used in returning to Highway 401.

### **Bird Control**

- 4.14. A detailed bird control and monitoring program shall be developed, implemented and maintained at the commencement of landfilling of Cell 1. The program shall include, as a minimum, and overhead wire system over the active disposal area.

### **Waste Inspection Procedures and Deposition.**

- 4.15. The Operator shall develop and implement a program to inspect waste to ensure that the waste is of a type approved for acceptance under this ECA.
- 4.16. Essex-Windsor shall maintain a qualified inspector at the site to inspect and report on all wastes entering the site. Should unauthorised or restricted wastes enter the Site, the waste shall either be reloaded or separated for disposal in an appropriate manner. The waste hauler transporting such unauthorised or restricted wastes shall be disciplined in accordance with hauler discipline policies established by Essex-Windsor.
- 4.17. All loads of waste must be properly inspected by trained site personnel prior to acceptance at the Site and waste vehicles must be diverted to appropriate areas for waste disposal.

### **Vermin, Scavenging, Dust, Litter, Odour, Noise, etc.**

- 4.18. The Site shall be operated and maintained such that the vermin, vectors, dust, litter, odour, noise

and traffic do not create a nuisance.

4.19. No scavenging is to occur at the Site.

**Litter Control:**

4.20. The Owner shall take all practical steps to prevent escape of litter from the Site. The Owner shall inspect and collect litter from the Site on a monthly basis from April to November and as needed between December and March. All loose, windblown litter shall be collected and disposed of at the landfill working face.

The following litter control program shall be implemented at the site:

- (i) A 1.83 meter high permanent chain link fence shall be constructed around the perimeter of the landfill area prior to the placement of waste;
- (ii) A 5 meter high fence shall be constructed around the perimeter of the active waste disposal cell prior to the placement of waste in that cell;
- (iii) Portable litter control fences of between 3.5 meters and 5 meters in height shall be maintained down-wind of the working area and be re-positioned according to wind direction; and
- (iv) The litter control fence(s) shall be inspected daily and any litter shall be removed.

4.21. A litter collection program shall be implemented and shall include collection along the following public roads on weekly basis ;

- a. County Road 18 from County Road 23 to Coulter sideroad;
- b. County Road 23 from Highway 3 to County Road 18;
- c. Ferris Sideroad from Concession Road 8 to County Road 18;
- d. McCormick Sideroad from Country Road 18 to concession road 6;
- e. Coulter sideroad from concession road 8 to concession road 6;
- f. Concession Road 8 between the Coulter and Ferris sideroads; and
- g. Concession Road 6 between the Coulter and McCormick sideroads.

**Dust**

4.22. The Owner shall control fugitive dust emissions from on site sources including but not limited to on-Site roads, stockpiled cover material and, closed landfill area prior to seeding especially during times of dry weather conditions. If necessary, major sources of dust shall be treated with water and/or dust suppression materials to minimize the overall dust emissions from the Site.

4.23. A dust control program shall be implemented and shall include, but not limited to , the following components:

- (i) All permanent on-site roads shall be paved;

- (ii) All non-paved roads and working areas shall be watered or treated as required during dry-weather; and
  - (iii) All paved on-site roads, and off- site roads in the vicinity of the site entrance, shall be wet swept or vacuum swept a minimum weekly basis during dry weather conditions, and as often as required during wet weather conditions.
- 4.24. A truck tire wash station shall be constructed on the internal access road at the site to reduce the potential for off-site dust and mud.
- 4.25. Off-site dust monitoring shall be carried out at the site in accordance with the program outlined in the attachment to the letter May 28, 1997 from R.C.Reiser of Essex-Windsor to Mr. A. Dominski of the MECP. The results of the dust monitoring program shall be submitted as part of the biennial monitoring report for the site.
- 4.26. Should the dust monitoring program indicate that there are exceedances pursuant to MECP regulations then the dust control program shall be reviewed and amended.

### **Noise**

- 4.27. The Owner shall comply with noise criteria in MECP Guideline entitled "Noise Guidelines for Landfill Sites."
- 4.28. All equipment associated with the development, operation, and closure of the Site shall comply with relevant noise abatement standards.
- 4.29. The perimeter berm around the fill area shall be constructed prior to the start of landfilling operations in accordance with the description contained in the Design and Operation Report.

### **Landfill Gas**

- 4.30. All buildings are to be free of any landfill gas accumulation. The Owner shall provide adequate ventilation systems to relieve landfill gas accumulations in buildings if necessary.

## **5. LANDFILL SITE OPERATIONS**

### **Waste Types**

- 5.1. Only Domestic, Commercial, Institutional, non-hazardous solid industrial, agricultural ( limited to miscellaneous debris from agricultural activities) and Dewatered Sewage Sludge generated within Service Area shall be accepted at the Site for landfilling.

### **Unacceptable Waste**

- 5.2. (i) The Owner shall conduct appropriate inspections and ensure that appropriate controls are in place to prevent the acceptance and landfilling of fish offal, liquid industrial waste and hazardous waste and to prevent the acceptance of waste from outside the approved service area;

(ii) The Owner shall record in the daily records for the Site operations any occurrence of unacceptable waste delivered to the Site, the name of the waste hauler delivering the waste to the Site and waste generator (if known); and

(iii) The Owner shall record in the Annual Operations Report of any and all waste load refusals at the Site related to requirements in this ECA, including service area and waste types.

5.3. The following materials shall be restricted from disposal at the site:

Pallets, tires, old corrugated cardboard from industrial and commercial sources : white goods, leaves, and such other materials as may be designated from time to time by policy adopted by Essex-Windsor.

5.4. Materials, in addition to those listed above in condition 5.2 and 5.3 proposed to be prohibited or restricted from disposal at the site shall be prohibited and restricted only following public consultation and the identification of an alternative for their use or disposal.

### **Burning of Waste**

5.5. Burning of waste is not permitted at the Site.

### **Waste Placement**

5.6. No waste shall be landfilled outside of the **limit of fill area** for the Site

5.7. No waste shall be landfilled at any time above the **final waste grades**.

5.8. No waste shall be landfilled in the buffer area.

5.9. The Owner shall deposit waste in a manner that minimizes exposure area at the landfill working face and all waste shall be compacted before cover is applied.

5.10. The landfill shall be generally filled one cell at a time and progressively capped and rehabilitated, including the placement of final cover, topsoil and herbaceous vegetation, within 1 year after the cell is filled in accordance with the end use plan for the cell. The final contour plan shall represent the top surface of the low permeability soil cover plus at least 0.15 meters of top soil. construction preparation and implementation of waste disposal operation may occur in a new cell, in accordance with the cell development plan, as the preceding cell is being closed out.

5.11. A minimum compaction rate of 600 kilograms of waste per cubic meter shall be maintained.

### **Natural Environment**

5.12. Final contour and end use plans shall be developed in conjunction with the detailed design of the Site. The plans shall provide flexibility to allow for one or more active or passive uses, such as

golf facilities, nature trails, and cross country skiing facilities.

- (a) The proposed final contour and end use plans, and any revisions proposed to them, shall be reviewed with the Town of Essex, the Landfill Liaison Committee, area residents through one or more public meetings, the Ministry of Natural Resources, the MECP and the Essex Region Conservation Authority.
- (b)
  - (i) Final contours for the site shall be in accordance with those drawn on Map 3-1 of Appendix C of the report entitled " Site Specific Investigation; Visual Analysis, End Use and Site Landscaping; volume2-2" by Ted Baker and Associates for Proctor & Redfern Limited, October 1993.
  - (ii) Notwithstanding condition 5.12(b) (i) above, final contours of the site may be amended from time to time in accordance with the terms of conditions 5.12 (a), 5.12 (c).
- (c) The Final Contours and end use plans may be reviewed from time to time and must be reviewed no later than five years prior to the estimated landfill closure date.

5.13. A Woodlot monitoring program shall be implemented and maintained for the Central and Eastern woodlots located on the Site and shall consist of the following :

- (a) The program shall be carried out by a professional botanist or forester;
- (b) Two fixed radius ( 0.04 hectare) permanent sample plots shall be established in each of the two woodlots. One plot shall be in an edge location closest to the fill area, and the other in an interior location, within each woodlot. in each plot all trees with a diameter at breast height (dbh) of 10.0 cm shall be tagged and measured within 1 year of the issuance of the this Approval, and assigned a numerical decline index for hardwood forest species ( Mclaughlin et al ND.);
- (c) During the month of September of each subsequent year all tagged trees shall be re-measured. An assessment shall be made of the general health of the trees in the woodlots and a determination made if there are any landfill impacts on the woodlots. Remedial re-vegetative actions shall be undertaken should the monitoring indicate that damage is being caused to the woodlots and/or other vegetation;
- (d) Fixed point colour photographs of each of the woodlots shall be taken from the same location during the month of September of each year. A comparative analysis shall be made of the current year's photographs to the previous year's photographs for noteworthy changes or occurrences and their relation to any landfill impacts; and
- (e) All results are to be reported as part of the Annual operation report prepared under condition 15.1 to this Approval.

5.14. Except for evergreen trees used for visual mitigation, the buffer area shall be re-vegetated in a

manner consistent with the historic natural vegetation of the region

An aquatic biology monitoring program shall be established as follows :

- (a) Essex-Windsor shall consult with the MECP, the Essex Region Conservation Authority and the LLC to establish a study area and sampling locations on that portion of the watercourse that will receive treated effluent from the on-site leachate treatment facility and that sustains year round flow. The study area will be continued on the watercourse to its confluence with Cedar creek.
- (b) The Monitoring Program shall include fish presence, benthic invertebrate counts and the measurement of pH, temperature, dissolved oxygen, ammonia, and conductivity at the sampling locations established.
- (c) The program shall be established and the first sampling event shall take place within six months of the issuance of this Approval.
- (d) The frequency of sampling shall be established in consultation with the MECP, Essex Region Conservation Authority and the LLC and will be sufficient to establish representative background conditions prior to the discharge of treated leachate and to monitor any impact from the operation of the leachate treatment facility following its establishment.

### **Dewatered Sewage Sludge**

- 5.15. Dewatered sewage sludge may be received from the Little River Pollution Control Plant and Lou Romano Water Reclamation Plant.
- 5.16. Dewatered sewage sludge may be received for disposal from the Amherstburg and Gosfield south pollution control plants.
- 5.17. Dewatered Sewage sludges may be received for disposal from the Lakeshore Pollution Control Plant when access to farmers fields is limited due to inclement weather.
- 5.18. Up to 700 tonnes per year dewatered sewage sludges may be received at this Site for disposal from the Essex Pollution Control Plant.
- 5.19. Dewatered Sewage Sludge may be received from the Leamington Pollution Control Plant on an emergency basis.
- 5.20. The total amount of sludge received from the Leamington Pollution Control Plant on an emergency basis shall not exceed 600 tonnes per year.
- 5.21. Dewatered sewage sludges may be received at the site no later than 2.00 pm, Monday to Thursday, and prior to noon on Fridays.



- 5.22. In the event that there are unsatisfactory impacts due to the disposal of dewatered sewage sludges, the District Manager shall be notified and no further dewatered sewage sludges shall be received for disposal until the District Manager has given written authorisation for recommencement of operations
- 5.23. Application of sewage sludges as a final cover soil amendment shall be as follows :
- a) the sewage sludges shall be placed uniformly on top of the final cover for the landfill; prior to the placement of the final 15 centimetres of top soil; and
  - b) the ratio of topsoil/sewage shall not be lower than 60/40 and this ratio shall be increased (e.g. more topsoil) if operational problems and /or environmental impacts are observed during the covering operations.
- 5.24. Quantities of dewatered sewage sludges that may be received for disposal shall be limited to no more than 2% by tonnage of the total waste received at the site.
- 5.25. Sewage sludges shall not be placed for disposal within 3 meters of any leachate collector pipe.

### **Asbestos Waste**

- 5.26. Any waste that is considered asbestos waste shall be handled in accordance with Section 17 of Reg. 347 as amended from time to time.
- 5.27. A suitable sized excavation for the asbestos waste shall be made by the Owner in a location away from the active landfilling face.
- 5.28. All asbestos waste shall be inspected to ensure that the asbestos waste is properly bagged or contained and free from puncture, tears or leaks.
- 5.29. The asbestos waste shall be placed in the excavation to avoid damage to the containers and to prevent dust and spillage.
- 5.30. Upon completion of the unloading and deposition of the asbestos in the excavation, at least 125 centimetres of cover or waste material shall be placed over the asbestos.
- 5.31. All asbestos waste shall be deposited to a level no higher than 1.25 metres below the general elevation of the disposal area to ensure that daily cover material removal in the future does not encounter the asbestos waste.

### **Cover Material**

- 5.32. Daily Cover - By the end of each working day, the entire working face shall be compacted and covered with a minimum thickness of 150 mm of soil cover or an approved thickness of alternative cover material.

- 5.33. No lime stabilised sewage sludge shall be used as cover material. Lime stabilised sewage sludge may be used as a top soil amendment to assist in the establishment of the vegetative layer.
- 5.34. The foundry sands to be used as alternative daily cover satisfy the definition of Non-hazardous solid industrial waste as defined in Reg 347 of the Environmental Protection Act.
- 5.35. The foundry sands to be used as alternative daily cover material are transported to the site in accordance with Condition 4.13.
- 5.36. Auto Shredder Fluff is permitted for use as a daily cover material at the site, all in accordance with Items 13,14, 15, and 16 of Schedule "A". Samples of the daily cover material are to be taken on a monthly basis and submitted for analysis of Ontario Regulation 558 Schedule IV Inorganics and PCBs. Auto Shredder Fluff is to confirm with the specifications of a non-hazardous waste under Ontario Regulation 558.

### **Intermediate Cover**

- 5.37. In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 mm of soil cover or an approved thickness of alternative cover material shall be placed.

### **Landfill Surface Water Management**

- 5.38. Stormwater runoff generated from the active waste fill area shall be considered contaminated and treated as leachate. Operational methods shall ensure that any precipitation falling onto active waste fill areas, not under final cover, shall be directed into the waste or into a control structure for testing prior to confirm surface water can be discharged to the natural environment.

## **6. TRAINING**

### **Employees and Training**

- 6.1. A training plan for all employees that operate any aspect of the site shall be developed and implemented by the Operator. Only trained employees shall operate any aspect of the Site or carry out any activity required under this ECA. For the purpose of this ECA "trained" means knowledgeable either through instruction or practice in:
  - I. the relevant waste management legislation including EPA, Reg. 347 , regulations and guidelines;
  - II. major environmental and occupational health and safety concerns pertaining to the waste to be handled;
  - III. the proper handling of wastes;
  - IV. the management procedures including the use and operation of equipment for the processes and wastes to be handled;
  - V. the emergency response procedures;
  - VI. the specific written procedures for the control of nuisance conditions;

- VII. the terms, conditions and operating requirements of this ECA and,
- VIII. proper inspection, receiving and recording procedures and the activities to be undertaken during and after a load rejection.

- 6.2. Essex-Windsor shall ensure that the Site Supervisor is a Certified Manager of Landfill Operations as designated by the Solid Waste Association of North America, or its equivalent.
- 6.3. Essex-Windsor has compiled an Inspector Manual, dated March 1994 to assist waste inspection personnel in the performance of their duties. Essex-Windsor shall ensure that all Inspectors receive initial and ongoing training on the details of the Manual.

## **7.0. INSPECTIONS AND RECORD KEEPING**

### **Daily Inspections and Log Book**

- 7.1. An inspection of the entire Site and all equipment on the Site shall be conducted each day the Site is in operation to ensure that the site is being operated in compliance with this ECA. Any deficiencies discovered as a result of the inspection shall be remedied immediately, including temporarily ceasing operations at the Site if needed.
- 7.2. A record of the inspections shall kept in a daily log book or a dedicated electronic file that includes:
  - I. the name and signature of person that conducted the inspection;
  - II. the date and time of the inspection;
  - III. the list of any deficiencies discovered;
  - IV. the recommendations for remedial action; and
  - V. the date, time and description of actions taken.
- 7.3. (1) A record shall be kept in the daily log book for any refusal of waste shipments, the reason(s) for refusal, and the origin of the waste, if known; and  
(2) At least once a year before the submission of the Annual Report required by Condition 15.0 the Owner shall conduct a topographic survey of the limit of landfilling to determine the approximate volume of waste that has been landfilled at the Site. The survey results shall be included in the Annual Report required by Condition 15.0.

### **Site Inspections**

- 7.4. During Site operations, the Owner shall inspect the Site monthly for the following items but not limited to these items:
  - I. General settlement areas or depressions on the waste mound;
  - II. Shear and tension cracks on the waste mound;
  - III. Condition of surface water drainage works;

- IV. Erosion and sedimentation in surface water drainage system;
- V. Presence of any ponded water on the waste mound;
- VI. Evidence of vegetative stress ;
- VII. Condition of fence surrounding the Site.

7.5. The Owner shall inspect the waste mound and surrounding areas weekly for presence of leachate seeps. Any leachate seeps that are discovered shall be repaired within 48 hours of notice by the Owner

### **Record Retention**

7.6. Except as authorized in writing by the Director, all records required by this ECA shall be retained at the Site for a minimum of two (2) years from their date of creation.

7.7. The Owner shall retain all documentation listed in Schedule “A” for as long as this ECA is valid.

7.8. All quarterly summary reports are to be kept at the Site until they are included in the Annual Report.

7.9. The Owner shall retain employee training records as long as the employee is working at the Site.

7.10. The Owner shall make all of the above documents available for inspection upon request of Ministry staff.

## **8. MONITORING**

### **Groundwater Monitors**

8.1. The Owner shall ensure all groundwater monitoring wells are properly capped, locked and protected from damage.

8.2. In areas where landfilling is to proceed around monitoring wells, suitable extensions shall be added to the wells and they shall be properly re-secured.

8.3. All groundwater monitoring wells whether included in the monitoring program or not shall be assessed, repaired, replaced or decommissioned as required. Any well being decommissioned shall be decommissioned in accordance with good standard practice that will prevent contamination through the abandoned well and in accordance with Ontario Regulation 903.

8.4. The Owner shall repair or replace any monitoring well included in the monitoring program which is destroyed or in any way made inoperable for sampling such that no more than one sampling event is missed.

8.5. Any monitoring well included in the monitoring program that is no longer required as part of the groundwater monitoring program may be decommissioned provided its removal from the

monitoring program has been approved by the Director. A report on the decommissioning shall be provided in the biennial monitoring report for the period during which the well was decommissioned.

### **Surface Water**

- 8.6. Surface water quality testing shall be carried out in accordance with the monitoring program described in Schedule "E" to this Approval, or as amended by the Biennial Monitoring Report required to be submitted and approved by District Manager
- (1) For any changes to the monitoring program, the Owner shall in a cover letter request the acceptance of the changes by the District Manager.
  - (2) Within fourteen (14) days of receiving the written correspondence from the District Manager confirming that the District Manager is in agreement with the proposed changes to the monitoring program, the Owner shall forward a letter identifying the proposed changes and a copy of the correspondences from the District Manager, to the Director requesting the ECA be amended to approve the proposed changes prior to implementation.
  - (3) In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the Monitoring Report, the Owner shall follow current ministry procedures for seeking approval for amending the Approval.

### **Ground Water**

- 8.7. Ground water quality testing shall be carried out in accordance with the monitoring program described in Schedule "B" to this Approval, or as amended by the Biennial Monitoring Report required to be submitted as a part of condition 15.3 and approved by District Manager
- (1) For any changes to the monitoring program, the Owner shall in a cover letter request the acceptance of the changes by the District Manager.
  - (2) Within fourteen (14) days of receiving the written correspondence from the District Manager confirming that the District Manager is in agreement with the proposed changes to the Monitoring program, the Owner shall forward a letter identifying the proposed changes and a copy of the correspondences from the District Manager, to the Director requesting the ECA be amended to approve the proposed changes prior to implementation.
  - (3) In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the Monitoring Report, the Owner shall follow current ministry procedures for seeking approval for amending the Approval.

### **Leachate**

- 8.8. A leachate management monitoring system will be carried out in accordance with the monitoring program as described in Schedule "F" to this Approval or as amended by the Biennial monitoring Report required to be submitted as a part of condition 15.3 and approved by the District Manager.
- (1) For any changes to the monitoring program, the Owner shall in a cover letter request the acceptance of the changes by the District Manager.
  - (2) Within fourteen (14) days of receiving the writing correspondence from the District Manager confirming that the District Manager is in agreement with the proposed changes to the monitoring program, the Owner shall forward a letter identifying the proposed changes and a copy of the correspondences from the District Manager, to the Director requesting the ECA be amended to approve the proposed changes prior to implementation.
  - (3) In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the Monitoring Report, the Owner shall follow current ministry procedures for seeking approval for amending the Approval.
- 8.9. The Owner shall ensure the Site is in compliance with MOE Guideline B-7 Reasonable Use Concept is applied and met at all points on the property line which are impacted by leachate from the Site.

#### **Air**

- 8.10. The Essex-Windsor Solid Waste Authority (EWSWA) shall conduct an air monitoring program in accordance with the proposal submitted by WSP Canada Inc., dated November 2014, entitled "Air Quality Monitoring Program Plan, Essex-Windsor Regional Landfill", with the revisions included in the letter from WSP Canada Inc. to the Ministry, dated June 22, 2016, Subject: Letter, Response to Information Request/Comments, Application for Approval of Waste Disposal Sites, Notice to ECA No. A011101 - Air Quality Monitoring Program Plan Compliance with Existing Conditions 8.1, 8.2, and 8.3, Essex-Windsor Regional Landfill, 7700 County Road 18, RR#3, Essex ON N0R 1B0, Reference # 7272-A4ZTC8.
- (1) For any changes to the monitoring program, the Owner shall in a cover letter request the acceptance of the changes by the District Manager.
  - (2) Within fourteen (14) days of receiving the written correspondence from the District Manager confirming that the District Manager is in agreement with the proposed changes to the monitoring program, the Owner shall forward a letter identifying the proposed changes and a copy of the correspondences from the District Manager, to the Director requesting the ECA be amended to approve the proposed changes prior to implementation.
  - (3) In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the Monitoring Report, the Owner shall follow current ministry procedures for seeking approval for amending the Approval.

- 8.11. EWSWA shall collect at least four sets of air samples at each of the five perimeter sampling locations. These sample sets shall take place from midnight to midnight Eastern Standard Time and shall occur in accordance with Environment and Climate Change Canada's NAPS (National Air Pollution Surveillance) 12-day program schedule, starting not sooner than the beginning of May and finishing before the end of October. All samples in a set must be taken in the same sampling period.
- 8.12. EWSWA shall notify the ministry's district office at least one business day in advance of each sampling event so that the ministry may, at its discretion, audit the sampling, or place co-located samplers. The proponent will ensure that arrangements are made to place additional samplers should the MECP require.
- 8.13. The EWSWA shall send the MECP a compilation and technical evaluation of the monitoring results as soon as practicable after the completion of each sampling event, and include the results and interpretation in the next biennial monitoring report. The Analysis report shall include information on wind speed and wind direction during the VOC sampling and THC survey as well as precipitation measurement. Ministry will determine based on baseline sampling results whether sampling frequency and number of samples collected need to be modified for the periodic follow-up monitoring
- 8.14. The Sampling program shall be carried out beginning in 2017 and every fifth year thereafter, starting in 2017. The proponent may make modifications to the sampling schedule, target list, locations, or other monitoring plan details only upon receipt of written approval of the MECP.
- 8.15. EWSWA shall notify the MECP Windsor Area District Office of any air monitoring program results that indicate an exceedance of a MECP standard, guideline, or AAQC as soon as practicable upon completion of sample collection and data analysis/interpretation.
- 8.16. The contingency plan shall be implemented in accordance with item 23 of Schedule "A" if there are exceedances to the applicable MECP standards.

## **9. LEACHATE TREATMENT**

- 9.1 (a) Construction and operation of a leachate land treatment (" Spray irrigation") and recirculation ( drip irrigation) system is permitted in accordance with following provisions :
- (i) report entitled " Proposal for a Municipal-scale pilot MSW landfill leachate land treatment-Recirculation at Essex Landfill No. 1" dated June 1995 and prepared by Cuthill Scientific ;
  - (ii) the application dated January 4, 1999 and supporting documents entitled " Supporting documentation to amend condition 21 of ECA No. A011101 to permit a leachate land treatment system to be constructed on the cap of cell
- (b) Application rates of leachate are not to exceed 10 millimetres of leachate per day less daily precipitation

- (c) Operations must immediately stop if leachate contamination problems in surface water and/or groundwater , attributable to the operation of the leachate land treatment and/or recirculation system, are found to be occurring. Recommencement of operations may proceed only upon further written approval of the Director.
- (d) Operations must be discontinued immediately if operations cause surface run-off of leachate from the leachate land treatment and recirculation area and/or if operations cause surface ponding of leachate within the area ; operations cannot be restarted during that application day and only can be restarted after surface ponding has evaporated and/or infiltrated and/or conditions causing the runoff of leachate have been rectified.
- (e) Monitoring programs, except as may be modified from time to time by the District Manager of the Sarnia District Office of the Ministry, shall be in accordance with monitoring programs for the site and with the applications and supporting documents as listed in item 1 above.
- (f) If there are any stoppages of operations under the requirements of item c and/or d, above, then the District Manger of the Sarnia District Office of the Ministry shall be notified immediately.
- (g) Reporting on the operations and monitoring shall be incorporated into the Annual Leachate Monitoring Report for the site, due by **June 1st** of each year, and shall cover the year ending the preceding December 31st. This shall include the following addition to the annual report:
  - results and analysis of the results of the monitoring programs;
  - assessment of the need to change the monitoring program for the leachate land treatment and a recommendation of the required changes;
  - tabulation and assessment of the volumes of leachate produced by the landfill , and those volumes treated and recirculate by these methods;
  - a report on operational problems identified during the operation of the leachate land treatment and a discussion of each and details of what was done to rectify each;  
and
  - assessment of the need for operational changes for the leachate land treatment and a recommendation of the required changes.
- (h) Operation of the recirculation (drip irrigation) system is permitted until such time as environmental monitoring indicates that the treatment capacity of the system has been exhausted.

9.2. Prior to the construction of the leachate collector system in Cells 2 to 5, the base of the excavation shall be investigated to identify the extent of sand in accordance with the procedures and specifications to manage sand included as Schedule "C".



- 9.3. The leachate underdrain system shall be operated in such manner as to maintain the leachate mound elevation at least 0.5 meters below the bedrock piezometric elevation.
- 9.4. Cleaning of the leachate collection system shall be conducted by power flushing of the system and vacuuming of the sumps at least once every two years.
- 9.5. Leachate collected at the site shall be transported off-site for treatment to a water pollution control plant, approved for this wastewater, until such time as leachate treatment facility is approved and established on-site as proposed in Volume 2, section 2.4 of the documentation titled, "Final report of the supporting documentation to the Application for a Certificate of Approval for the Essex-Windsor Regional Landfill Site" dated October 1993.
- 9.6. Essex-Windsor shall make all the necessary applications for the construction and operation of an on-site leachate treatment facility, as described in Volume 2, section 2.4 of the supporting documentation referred to in Condition 15.3, within 3 years of the issuance of this Approval.
- 9.7. Once the on-site leachate treatment facility is operational, if it is found that;
  - (1) it is unable to produce an effluent consistently meeting approved effluent discharge criteria or
  - (2) it is determined that the effluent has an impact on the receiving watercourse environment that is unacceptable to MECP.
- 9.8. the leachate shall be managed in accordance with condition 10.5 unless and until the on-site facility can be operated in a manner that results in an acceptable effluent for discharge to the receiving watercourse.
- 9.9. The existing section of the Perimeter leachate collection system along the west side of the proposed cell be deepened to the same depth as base elevation of the excavated cell, only if monitoring results indicate that leachate is moving in a westerly direction.
- 9.10. Approval is granted for the proposed expansion to the land leachate treatment system. The proposed construction and operation for the expansion to the leachate land treatment system shall be completed in accordance with Items 7 through 11 in Schedule "A".
- 9.11. Any changes to the Systems Operation Manual shall be submitted to the District Manager for acceptance prior to their implementation.
- 9.12. When the Closure Plan, as required by Condition 16.1, is submitted to the Director for approval, with a copy also sent to the District Manager, the Owner shall include a plan for the future use of the Spray Irrigation Systems that outlines the procedures for either the continued use or decommissioning of the leachate management systems, which includes the Land Treatment System and the Land Treatment and Recirculation System.
- 9.13. The reporting for the operation and monitoring of the leachate management systems, which

includes the Land Treatment System and the Land Treatment and Recirculation System, shall be submitted to the District Manager as part of the reporting requirements for the Leachate Management Plan Annual Monitoring Report and the Annual Operations Report.

## **10. LANDFILL GAS**

- 10.1. A gas monitoring program to monitor the lateral subsurface migration of methane gas will be carried out at the perimeter soil monitors in February and August of each year, and in leachate monitors prior to purging for each leachate sampling event.
- 10.2. (1) Approval is hereby granted for the construction and operation of a gas collection system in accordance with Items (17) through (19) in Schedule "A".
- (2) Approval is hereby granted for the construction of a landfill gas electric generating facility in accordance with Item (17) in Schedule "A".
- 10.3. Within forty (40) days of completion of installation of the gas wells GW1-1 through GW1-6 and GW1-12 through GW1-16 and GW1-25 located in Cell 1, the Owner shall submit to the District Manager, a construction report detailing the following:
- i. Bottom of Well Elevation;
  - ii. Well Depth;
  - iii. Screened Length (in metres);
  - iv. Wells Logs for material encountered; and
  - v. Base of Liner (if reached).
- 10.4. For Each Cell, within 120 days of commencement of operation of all the gas wells in that cells, the Owner shall submit to the District Manager, a construction report detailing the construction activities and any design changes made during construction. The report shall include but not be limited to the following topics:
- i. drawing(s) of the "as-built" final cover;
  - ii. a description of the various construction stages;
  - iii. quality assurance/control measures for the construction; and
  - iv. any changes to the design.
- 10.5. The Owner in writing shall at least (7) seven days prior to commencement of operation of the gas collection system and landfill gas generating facility notify the District Manager that these systems will commence operation and provide the start-up date.

## **11. COMPLIANCE**

- 11.1 The Site shall be operated in such a way as to ensure compliance with the following:

- (a) Reasonable Use Guideline B-7 for the protection of the groundwater at the Site; and
- (b) Provincial Water Quality Objectives included in the July 1994 publication entitled Water Management Policies, Guidelines, Provincial Water Quality Objectives, as amended from time to time or limits set by the Regional Director, for the protection of the surface water at and off the Site.

## **12. CONTINGENCY PLANS**

- 12.1. A detailed contingency plan has been developed for the Site in the event that groundwater quality at perimeter monitoring locations exceeds the boundary criteria as specified by the MECP. The plan is included in Schedule "D" to this Approval. The Plan will be implemented in accordance with the Predictive Monitoring Program outlined in Schedule "B" .

## **13. COMPLAINTS PROCEDURE**

- 13.1. If at any time, the Owner receives complaints regarding the operation of the Site, the Owner shall respond to these complaints according to the following procedure:
  - I. The Owner shall record and number each complaint, either electronically or in a log book, and shall include the following information: the nature of the complaint, the name, address and the telephone number of the complainant if the complainant will provide this information and the time and date of the complaint;
  - II. The Owner, upon notification of the complaint, shall initiate appropriate steps to determine all possible causes of the complaint, proceed to take the necessary actions to eliminate the cause of the complaint and forward a formal reply to the complainant; and
  - III. The Owner shall complete a report written within one (1) week of the complaint date, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the recurrence of similar incidents. A copy of the report shall be retained on-site.
- 13.2. The Owner shall post site complaints procedure at site entrance along with the name and phone number of a suitable, local contact to receive complaints or questions related to the Site. All complaints and the Owner's actions taken to remedy the complaints must be summarized in the Annual Operations Report.
- 13.3. While constructing and operating the Site, Essex-Windsor shall provide a procedure for receiving and responding to complaints as follows :
  - (a) Essex-Windsor will maintain a local, or toll free, telephone number for the public to register any complaint arising from the operations of the site, or vehicles accessing the Site. The telephone shall be staffed during the normal business hours, and shall have a provision for a recorded message during all other hours of the day.

- (b) The telephone number shall be prominently displayed on a sign at the entrance to the Site, and shall be included in an annual mailing to all owners of property listed in Appendix A of the Compensation Policy, as amended from time to time.
- (c) Complaints may also be registered in person at the administrative office or scale house at the site.
- (d) Each complaint received shall be recorded on a formal complaint form setting out the nature and description of the complaint, with the consent of the complainant, the name, address, and telephone number of the complainant, the date and time of complaint, and any other relevant details in support of the complaint. Each complaint form shall be sequentially logged and placed in a log book at the Site.
- (e) Each complaint shall be referred to the Manager of the Site, or, that person's designate, as soon as practicable after the complaint is received.
- (f) Upon receipt of the complaint the Manager of the Site, or, that person's designate shall investigate the complaint, correct any situation that was cause of the complaint, and where the complainant has identified himself/herself, respond to the complainant any findings or action taken. These findings or actions shall be recorded on the complaint form noted in d above.
- (g) The pattern and nature of complaints received, actions and responses taken, and recommendations for operational changes made or needed to prevent the recurrence of complaints, shall be recorded in the Annual Operations Report.

## **14. EMERGENCY SITUATIONS**

- 14.1. In the event of a fire or discharge of a contaminant to the environment, Site staff shall contact the MECP Spills Action Centre (1-800-268-6060) and the District Office of the MECP.
- 14.2. The Owner shall submit to the District Manager a written report within 3 days of the spill or incident, outlining the nature of the incident, remedial measures taken and measures taken to prevent future occurrences at the Site.
- 14.3. The Emergency Response Manual shall be updated on a regular basis and be provided to the District Manager within one month of the revision date.
- 14.4. The Owner shall ensure that adequate fire fighting and contingency spill clean up equipment is available and that emergency response personnel are familiar with its use and location.

## **15. REPORTING**

- 15.1. A written report on the development, operation, maintenance and closure of the Site, shall be completed annually (the “Annual Operation Report”). The Annual Report shall be submitted to the District Office, Regional Office and LLC by **June 1st** of each year and shall cover the year ending the preceding December 31st.
- 15.2. The Annual Operation Report shall include, but its not limited to, the following:
- (1) Waste Quantities and waste types disposed of, and the waste generation sources, as determined by landfill and transfer station records;
  - (2) Areas of intended operation during the next reporting period;
  - (3) Calculations of the Volume of waste, daily and intermediate cover, and final cover deposited or placed at the Site during the reporting period and a calculation of the total volume of Site Capacity used during the reporting period;
  - (4) details of any non-hazardous industrial sludge approved for landfilling, including sludge source, volumes, location landfilled, and leachate extraction test results;
  - (5) A summary of the amount of waste refused for disposal at the Site, the reasons for refusal;
  - (6) details of any special wastes disposed of and wastes refused from disposal, as determined by landfill and transfer station records;
  - (7) Areas if excavation during the reporting period;
  - (8) The progress of final cover, vegetative cover, and any intermediate cover;
  - (9) A discussion of any operational problem encountered at the Site and corrective action taken;
  - (10) a summary of site inspections and complaints and resulting remedial actions taken;
  - (11) a summary of any accidents or occurrences at the Site including the reasons for the accident or occurrence, any damage or injury suffered, and the measures taken to repair, mitigate or prevent damage or injury;
  - (12) estimates of the volumes of waste landfilled and the locations filled;
  - (13) the results of the monthly compaction survey;
  - (14) the volume of cover soil stockpiled at the Site and the volume of cover soil used during the year;
  - (15) Facilities installed during the reporting period;
  - (16) Site preparations and facilities planned for the installation during the next reporting period;
  - (17) Any changes in operation, equipment or procedures employed at the Site;
  - (18) a list of all technical, design, and operations reports or drawings issued or prepared;
  - (19) a summary of site development activities and site conditions;
  - (20) a recording of leachate levels within the leachate retention pond, leachate system and leachate monitors;
  - (21) a summary of monitoring programs conducted;
  - (22) confirmation that the Site inspection program as required by the ECA has been complied with by the Owner;
  - (23) recommendations regarding and proposed changes in operations of the Site;
  - (24) any MECP reports or inspection forms, to be included as an appendix; and
  - (25) details of any mitigative measures carried out at the Site during the year.

- 15.3. The Biennial Monitoring Report shall be submitted to the District Office, Regional Office and LLC by **June 1st** (alternating) and shall include, but not necessarily limited to, the following :
- i. the results and an interpretive analysis of the results of all leachate, groundwater, surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
  - ii. an assessment with regards to compliance of the groundwater quality at the property boundary and compliance point with regards to Guideline B-7 - Reasonable Use Concept;
  - iii. an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the Site, and the adequacy of and need to implement the contingency plans;
  - iv. site plans showing the existing contours of the Site;
  - v. previously existing site facilities;
  - vi. a report on the status of all monitoring wells and a statement as to compliance with R.R.O. 1990, Reg. 903: WELLS;
  - vii. any other information with respect to the site which the District Manager or Regional Director may require from time to time;
  - viii. a statement of compliance with all conditions of this ECA and other relevant Ministry groundwater and surface water requirements;
  - ix. a confirmation that the site inspection program as required by this ECA has been complied with by the Owner;

## **16. SITE CLOSURE**

- 16.1. At least two (2) years prior to the anticipated date of closure of this Site or the date 90 per cent of the total waste disposal volume is reached, whichever occurs first, the Owner shall submit to the Director for approval, with copies to the District Manager, a detailed Site Closure Plan pertaining to the termination of landfilling operations at this Site, post-closure inspection, maintenance and monitoring, and end use.

## **17. WASTE DIVERSION**

- 17.1. Waste diversion activities for Solid Non-Hazardous Waste including Waste Electrical and Electronic Equipment are hereby approved subject to the following conditions:
- (1) The Owner shall ensure that:
    - (a) all bins and waste storage areas are clearly labelled;
    - (b) all lids or doors on bins shall be kept closed during non-operating hours and during high wind events; and
    - (c) if necessary to prevent litter, waste storage areas shall be covered during high winds events.
  - (2) The Owner shall provide a segregated area for the storage of Refrigerant Appliances so that the following are ensured:

- (a) all Refrigerant Appliances have been tagged to indicate that the refrigerant has been removed by a licensed technician. The tag number shall be recorded in the log book and shall remain affixed to the appliance until transferred from the Site; **or**
  - (b) all Refrigerant Appliances accepted at the Site, which have not been tagged by a licensed technician to verify that the equipment no longer contains refrigerants, are stored segregated, in a clearly marked area, in an upright position and in a manner which allows for the safe handling and transfer from the Site for removal of refrigerants as required by O.Reg. 189; and
  - (c) all Refrigerant Appliances received on-site shall either have the refrigerant removed prior to being transferred from the Site or shall be shipped off-site only to facilities where the refrigerants can be removed by a licensed technician in accordance with O.Reg. 189.
- (3) The Owner shall transfer waste and recyclable materials from the Site as follows:
- (a) recyclable materials shall be transferred off-site once their storage bins are full;
  - (b) scrap metal shall be transferred off-site at least twice a year unless there is not enough scrap metal to warrant a shipment. No scrap metal shall be stored at the site for more than two (2) years;
  - (c) any incoming tires shall be transferred off-site as soon as a load for the contractor hired by the Owner has accumulated. No tires shall be stored at the site for more than two (2) years; and
  - (d) immediately, in the event that waste is creating an odour or vector problem.
- (4) The Owner shall notify the appropriate contractors that waste and recyclable wastes that are to be transferred off-site are ready for removal. Appropriate notice time, as determined by the contract shall be accommodated in the notification procedure.

**17.2. Ontario Electronic Stewardship - Waste Electrical and Electronic Equipment (WEEE) Collection Site**

A facility for the acceptance, storage and preparation for transport for recycling, of waste electronic and electrical materials, and subsequent transfer of such wastes by an approved carrier for disposal elsewhere shall be established and operated in accordance with the following:

- (1) the materials shall be stored: in an enclosed, dry structure such as a trailer, shipping container or other suitable structure; in an orderly fashion, to avoid breakage (broken materials shall be placed in containers).
- (2) maximum storage volume is 32 cubic yards (16 bins or cardboard gaylords on skids, 2 cubic yards each).
- (3) the Site Plan submitted annually shall show the location of the storage facility.
- (4) a log shall be kept of the company used for the transportation and the destination where

the waste is to be disposed.

## **18. MHSW TRANSFER STATION**

18.1. Essex-Windsor shall undertake the following activities to reasonably minimise the disposal of household chemical waste as part of domestic waste at the Site:

- (a) continue to promote the use of alternatives to household chemical products through its public education program;
- (b) continue to promote the proper handling and disposal of household chemical waste through its public education program;
- (c) establish and operate a permanent household chemical waste facility at the Essex-Windsor Recycling Centre located in the City of Windsor to allow for the receipt and disposal of this waste from residents;
- (d) Organize household chemical waste activities, which will include temporary, and/or permanent drop off facilities in various locations in the County of Essex, to allow for the receipt and disposal of this waste from residents; and
- (e) make reasonable inspection of the waste received for disposal and remove household chemical waste that is identified in that waste.

18.2. Municipal Hazardous or Special Waste may be collected for transfer subject to the following conditions:

- (1) The Owner shall ensure that all MHSW is removed from the Site for disposal in accordance with Regulation 347:
  - (a) when the Hazardous Waste storage has reached capacity, or
  - (b) at least once every two (2) years;whichever occurs first.
- (2) The construction and operation of the MHSW Depot shall be in accordance with the Design and Operations Report as per item 22 of Schedule "A" as approved by the Director. The Design and Operations Report shall be retained at the Site; kept up to date through periodic revisions; and be available for inspection by Ministry staff. Changes to the Design and Operations Report shall be submitted to the Director for approval.
- (3) The MHSW Depot shall only accept for bulking and temporary storage pending transfer to an approved carrier for disposal elsewhere.



- (4) The MHSW Depot shall be supervised at all times during operating hours by staff that have been adequately trained to handle spill emergencies.
- (5) Waste received at the MHSW Depot shall be stored in the following manner:
  - (a) propane cylinders shall be stored outdoors in a segregated area in a manner which prevents cylinders from being knocked over or cylinder valves from being damaged;
  - (b) all other waste shall be stored in a covered area such that it is sheltered from rain and snow;
  - (c) all liquid wastes shall be stored in secondary containment that meets the requirements of the Ministry document entitled "Guidelines for Environmental Protection Measures at Chemical and Waste Storage Facilities" dated May 2007;
  - (d) containers and storage areas containing flammable and/or ignitable materials shall be adequately grounded;
  - (e) storage containers shall be clearly labelled indicating the type and nature of the hazardous waste stored as required by applicable legislation;
  - (f) incompatible waste types shall be segregated during storage;
  - (g) batteries shall be stored in a secure area apart from other wastes and provided with a containment area to ensure against leakage or spilled battery acid; and
  - (h) all waste being transported from the MHSW Depot shall be transported in accordance with Regulation 347 and the Environmental Protection Act.
- (6) The Ownershall not offer Municipal Hazardous or Special Waste for reuse unless:
  - (a) the waste is in its original packaging, and the label on the package is legible;
  - (b) the waste has been inspected by trained personnel to ensure the waste meets the requirements for reuse for that specific waste type; and
  - (c) the waste is one of the following:
    - (i) waste paint, subject to the requirements of Condition 11(8) below;
    - (ii) aerosols;
    - (iii) waxes and soaps;
    - (iv) motor oil, provided the original container has never been opened;
    - (v) antifreeze, provided the original container has never been opened;
    - (vi) household cleaning products, other than bleach or ammonia, that are no more than 5 years old;
    - (vii) drywall compound;
    - (viii) cement; and
    - (ix) fertilizers that do not contain pesticides, provided the original container/packaging has never been opened.
  - (d) All waste offered for reuse shall be inspected by trained personnel to ensure that waste meets the requirements for reuse for that specific waste.
- (7) The Owner shall only offer waste paint for reuse provided that the following conditions are met:

- (a) the waste paint is contained in the original manufacturer's container;
- (b) the original manufacturer's label containing product information use and product hazards is clearly legible;
- (c) the original manufacturer's container is in an undamaged state such that the material may be transported without risk of leaks or spills; and
- (d) the Owner does not suspect the paint to have been manufactured prior to 1972.

## **19. MHSW - DESIGN AND OPERATIONS PLAN**

19.1. Approval is hereby granted for the operation of MHSW at the Waste Disposal Site, in accordance item 22 of Schedule "A"

### **MHSW TRANSFER STATION**

- 19.2.
- (a) Only the following waste classes may be collected at the MHSW Depot, for temporary storage and transfer to an approved carrier for off-site disposal: 112, 145, 146, 147, 148, 212, 213, 221, 242, 243, 252, 261, 263 and 331;
  - (b) The following types of waste/materials are prohibited for acceptance at the MHSW Depot: ammunition, explosives, sharps, radioactive materials, unidentifiable materials, and materials containing PCB other than ballasts and paint; and
  - (c) The maximum storage quantity of materials permitted to accumulate at the MHSW Depot at any time, shall not exceed the quantities as individually described in Section 12 in Item 22 of Schedule "A" attached to this Approval.
- 19.3. The MHSW depot shall be inspected daily by Landfill personnel trained in contingency measures; all inspections shall be recorded and these records shall be maintained by the Owner/Operator for a period of at least three years.
- 19.4. The Owner/Operator shall include in the Annual Report for the Site, a summary of description of the operations of the MHSW Depot from the prior year that includes but is not limited to the following: waste types and quantities; source of generation; ultimate disposal sites; daily inspection results; the nature and description of spills/upsets; clean up and corrective actions taken; and prevention actions taken.

## SCHEDULE "A"

1. Technical Summary Report volumes 1 to 4, Supporting Documentation to an Application for a Certificate of Approval, Proposed Essex-Windsor Regional Landfill Site, FINAL, by Proctor Redfern Limited, dated October 1993.
2. Report entitled " Essex-Windsor Regional Landfill Site, Conditions of Approval", comprising Schedules B,C,D,E, and F. Prepared by Jagger Hims Limited dated March 1995.
3. Application dated June 10, 1998 and supporting document entitled " Application for Approval of a Waste Disposal Site From the Essex-Windsor Solid Waste Authority"
4. Letter dated September 24, 2003 from Micheline Riopelle, MECP to Todd Pepper, General Manager, EWSWA regarding the approval of the amended Schedules.
5. Letter from Todd R. Pepper, General Manager of Essex-Windsor Solid Waste Authority, to Ontario Ministry of the Environment, re: Condition 21 - Certificate of Approval No. A 011101, dated October 3, 2001.
5. Application for a Provisional Certificate of Approval for a Waste Disposal Site (landfill), dated October 2, 2001, and signed by Todd R. Pepper.
6. Report prepared by Cuthill Scientific, entitled "Essex-Windsor Solid Waste Authority, Regional Landfill, Land Treatment System &, Cell 1 - Land Treatment System &, West Cell Land Treatment - Recirculation System, 2000 Report" dated 2000 (day/month not provided).
7. Application for amendment to the Certificate of Approval from Essex-Windsor Solid Waste Authority dated February 2003 requesting amendment to the Certificate to permit a leachate land treatment system. The application was dated February 26, 2003 and signed by Ralph Reiser .
8. Supporting Documentation to the Application to Amend Condition 21 of Provisional Certificate of Approval No. A 011101 to Permit Leachate Land Treatment System to be Constructed on the Cap of Cell 1 South, assumed to be prepared by Essex-Windsor Solid Waste Authority, undated.
9. Drawing prepared by the Essex-Windsor Solid Waste Authority, Proposed Cell 1 South Leachate Land Treatment System dated January 3, 2003.
10. Letter dated August 24, 2004 to Mr. Ralph Reiser, Essex-Windsor Solid Waste Authority from Mr. Dale I. Gable, Ministry of the Environment requesting additional information on proposed expansion to leachate land treatment system.
11. Letter and supporting documentation dated February 22, 2005 to Mr. Dale Gable, Ministry of the Environment from Mr. Ralph Reiser, Essex-Windsor Solid Waste Authority providing the additional information requested in the August 24, 2004 letter. The supporting documentation included the following:

- i. Drawing 1 - Essex Windsor Solid Waste Authority Regional Landfill Leachate Land Application System dated February, 2005
  - ii. Drawing 2 - Essex Windsor Solid Waste Authority Regional Landfill Leachate Land Application System dated February, 2005
  - iii. Operation Manual - West Cell Land Treatment Recirculation System amended February 22, 2005
12. Application for a Provisional Certificate of Approval for a Waste Disposal Site dated January 13, 2006 and signed by Todd R. Pepper, General Manager, Essex-Windsor Solid Waste Authority.
13. Application for a Provisional Certificate of Approval for a Waste Disposal Site for Essex-Windsor Regional Landfill Site, signed by Todd Pepper, General Manager, Essex-Windsor Solid Waste Authority, dated May 14, 2007.
14. Letter from Todd Pepper, General Manager, Essex-Windsor Solid Waste Authority, to Josephine DeSouza, Ministry of the Environment, dated July 9, 2007, providing additional information.
15. Electronic mail from Todd Pepper, General Manager, Essex-Windsor Solid Waste Authority, to Alan Tan, Ministry of the Environment, dated September 13, 2007, providing additional information.
16. Auto Shredder Fluff Sampling Protocol (Policy No. WD-040), prepared by Todd Pepper, General Manager, Essex-Windsor Solid Waste Authority.
17. Application for a Provisional Certificate of Approval and supporting documentation submitted by the EWSWA requesting approval for the construction and operation of a gas collection system and gas electric generating facility. The application was signed by Ralph Reiser and dated October 3, 2007. The supporting documentation included the following:
- i. Report entitled "Landfill Gas Collection System Design- Essex-Windsor Regional Landfill Site" prepared for Integrated Gas Recovery System by Comcor Environmental Limited (Project No. 9-380) dated October 2, 2007
  - ii. Design Drawing for EWSWA Gas Collection System (Project No. 9-380)
    - a. Drawing No. G101 - Existing Site Conditions dated September 27, 2007
    - b. Drawing No. G102 - Proposed System Layout dated September 27, 2007
    - c. Drawing No. G104 - Proposed Landfill Gas Utilization Facility Layout dated September 27, 2007;
    - d. Drawing No. G105 - Proposed LFG Utilization Plan, Profile and Details dated September 27, 2007;
    - e. Drawing No. G111 - Plan and Profile - 450 Diameter Header Sta 0+000 to 0+800 dated September 27, 2007 2004;
    - f. Drawing No. G112 - Plan and Profile - 450 Diameter Header Sta 0+800 to 1+500 dated September 27, 2007;
    - g. Drawing No. G113 - Plan and Profile - 450 Diameter Header Sta 1+500 to 2+000

- dated September 27, 2007;
  - h. Drawing No. G114 - Plan and Profile - 450 Diameter Header Sta 2+000 to 2+700 dated September 27, 2007;
  - i. Drawing No. G115 - Plan and Profile - 450 Diameter Header Sta 2+700 to 3+300 dated September 27, 2007;
  - j. Drawing No. G116 - Plan and Profile - 450 Diameter Header Sta 3+300 to 3+519.05 dated September 27, 2007
  - k. Drawing No. G121 - Plan and Profile - 200 Diameter Lateral 1-4 dated September 27, 2007;
  - l. Drawing No. G122 - Plan and Profile - 200 Diameter Lateral 1-5 dated September 27, 2007;
  - m. Drawing No. G123 - Plan and Profile - 200 Diameter Lateral 2-1 dated September 27, 2007;
  - n. Drawing No. G161 - Trench Details dated September 27, 2007;
  - o. Drawing No. G162 - System Details dated September 27, 2007; and
  - p. Drawing No. G163 - System Details dated September 27, 2007.
18. Letter dated November 27, 2007 addressed to Mr. Ralph Reiser, EWSWA from Mr. Dale Gable, Ministry of the Environment requesting additional information on the proposed gas collection wells for the gas collection system.
19. Letter dated November 30, 2007 addressed to Mr. Dale Gable, Ministry of the Environment from Ms. Denise Burgess, Comcor Environmental Limited providing information on gas well details.
20. Application for a Provisional Certificate of Approval for a Waste Disposal Site dated March 5, 2008 and signed by Todd R. Pepper, General Manager, Essex-Windsor Solid Waste Authority.
21. Application for a Certificate of Approval for a Waste disposal Site dated March 3, 2009 signed by Todd R. Pepper including supporting documentation attached.
22. Report entitled "Design and Operations Plan, Municipal Hazardous and Special Waste Depot", Essex-Windsor Regional Landfill, 7700 County Road 18, Cottam, Ontario, Revised May 23, 2013, prepared by D. C. McCloskey Engineering Ltd., including the following Engineering Drawings:
- (a) Figure 1:MHSW Drop Off Site, Essex-Windsor Regional Landfill, dated February 14, 2013.
  - (b) Figure 2:Essex-Windsor Regional Landfill - Site Plan Overview, dated February 13, 2013.
  - (c) Figure 3:Interior Layout, MHSW Site, Essex-Windsor Regional Landfill, dated February 14, 2013.
23. Report entitled "Air Quality Monitoring Program Plan, Essex-Windsor Regional Landfill , dated November 2014", developed by WSP Canada Inc.
24. Application for Environmental Compliance Approval for Waste Disposal Site dated April 28, 2015 signed by Ralph Reiser, Manager of Waste Disposal.

25. Environmental Compliance Approval (ECA) amendment Application for Approval A011101 and supporting documentation submitted by the EWSWA (Essex-Windsor Solid Waste Authority) requesting approval for the relocation of the HHW pad and continued use and operation of the leachate treatment systems. The application was signed by Tom Marentette, Waste Disposal Manager and dated May 14, 2019. The supporting documentation included the following:
- i. Report titled "ECA Amendment Application for Approval - Relocation of Compost and Household Hazardous Waste Pads at the Regional Landfill Site and Request to Extend the Operation of the On-site Leachate Treatment Systems and Operation and Monitoring of the Drip Irrigation System as per Conditions 9.12 and 9.13,. 7700 Essex County Road 18, Essex Town, County of Essex, Ontario. Essex Windsor Solid Waste Authority Amended Certificate of Approval Waste Disposal Site (Processing) A011105 and Environmental Compliance Approval Waste Disposal Site A011101. Reference Numbers: 0065-B8ALEN (pad relocation) and 2778-B7YMMJ (Spray and Drip Irrigation Systems). Prepared by WSP, May 9, 2019.
  - ii. Design Drawing Set for EWSWA HHW pad relocation and spray and drip irrigation systems for Project No: 111-53107-03
    - a. Figure No. 1 - ECA Amendment - Site Location Map dated April, 2019;
    - b. Figure No. 2 - ECA Amendment - Former and Existing Compost Pad Locations dated April, 2019;
    - c. Figure No. 3 - ECA Amendment - New Compost Pad Location dated April, 2019;
    - d. Figure No. 4 - ECA Amendment - New Household Hazardous Waste Pad Location dated April, 2019;
    - e. Figure No. 5 - ECA Amendment - Plan View of On-site Leachate Treatment Systems dated April, 2019;
    - f. Figure No. 6 - ECA Amendment - West Cell Land Treatment Spray Irrigation Configuration dated April, 2019;
    - g. Figure No. 7 - ECA Amendment - West Cell Recirculation System Subsurface Configuration dated April, 2019;
    - h. Figure No. 8 - ECA Amendment - Land Treatment System Plan View of Delivery Apparatus and Treatment Area dated April, 2019;
    - i. Figure No. 9 - ECA Amendment - Land Treatment System Plan View of Surface Spray Laterals and Sprinklers dated April, 2019; and
    - j. Figure No. 10 - ECA Amendment - Land Treatment System Plan View of Subsurface Trickle Laterals dated April, 2019.

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

1. The reason for Conditions 1.1 and 1.2 is to ensure that the Site is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the Owner, and not in a manner which the Director has not been asked to consider.

2. The reason for Conditions 1.3, 1.4, 1.5, 1.9, 1.10, 1.11, 1.12 and 1.13 is to clarify the legal rights and responsibilities of the Owner under this ECA.
3. Conditions 1.6, 1.7 and 1.8 are included to ensure that the appropriate Ministry staff have ready access to information and the operations of the Site, which are approved under this Certificate.
4. Conditions 1.14 and 1.15 are included, pursuant to subsection 197(1) of the EPA, to provide that any persons having an interest in the Site are aware that the land has been approved and used for the purposes of waste disposal.
5. The reasons for Condition 1.16 are to restrict potential transfer or encumbrance of the Site without the approval of the Director and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this ECA.
6. The reasons for Conditions 1.17 and 1.18 are to ensure that the Site is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the Director is informed of any changes.
7. The reason for Condition 1.19 is to ensure that appropriate Ministry staff have ready access to the Site for inspection of facilities, equipment, practices and operations required by the conditions in this ECA. This condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the EPA and OWRA.
8. The reason for condition 2 is to establish Landfill Liaison Committee. The committee is established to review all reports related to the operations and monitoring of the site, and provides the resources for the independent review of these reports. The condition is to enhance public confidence in the facility and is in the public interest.
9. The reason for Condition 3.1 is to ensure the Owner keeps a record of as-built drawing for the set available.
10. The reasons for Conditions 4.1, 4.2, 4.3 and 4.4 are to ensure the Owner operates the Site in an environmentally safe manner. This to is ensure the environment and public health are protected.
11. The reasons for Conditions 4.5 and 4.6 is to specify the approved areas from which waste may be accepted at the Site and the types and amounts of waste that may be accepted for disposal at the Site, based on the Owner's application and supporting documentation.
12. The reasons for Conditions 4.7 and 4.8 are to specify the normal hours of operation for the landfill Site and a mechanism for amendment of the hours of operation.
13. The reason for Condition 4.9 is to ensure that users of the Site are fully aware of important information and restrictions related to Site operations under this ECA of Approval.
14. The reason for Condition 4.10 is to specify Site access to/from the Site and to ensure the controlled access and integrity of the Site by preventing unauthorized access when the Site is closed and no Site attendant is on

duty.

15. The reason for condition 4.11 has been included is to ensure that access roads are clear and do not pose a safety hazard to the general public.
16. The reason for Condition 4.13 is to regulate the type of traffic that will enter the landfill site thereby reducing nuisance, health and safety concerns associated with traffic volume and route considerations.
17. The reason for Condition 4.14 is to establish bird control program to discourage birds, including gulls, from feeding and loafing on the landfill site thereby creating a nuisance for adjacent landowners.
18. The reason for Condition 4.15 is needed in order to make certain that the waste received at the site is in accordance with the ECA and Reg. 347.
19. The reason for Condition 4.16 and 4.17 is necessary in order to ensure that all waste loads are inspected and waste that is disposed of at the site is in accordance with the terms and conditions in this ECA .
20. The reasons for Conditions 4.18, 4.20, 4.21,4.22,4.23,4.24,4.25, 4.26, 4.27 are to ensure that the Site is operated, inspected and maintained in an environmentally acceptable manner and does not result in a hazard or nuisance to the natural environment or any person.
21. The reasons for Condition 4.19 are the protection of public health and safety and minimization of the potential for damage to environmental control, monitoring and other works at the landfill Site. Scavenging is the uncontrolled removal of material from waste at a landfill site.
22. The reasons for Conditions 4.27, 4.28, 4.29 are to ensure that noise from or related to the operation of the landfill is kept to within Ministry limits and does not result in a hazard or nuisance to any person.
23. The reason for Condition 5.38 is to ensure that appropriate measures are taken in order to prevent surface water from contacting waste so as not to cause an adverse effect on the environment.
24. Condition 4.30 has been inserted in order to ensure that concentrations of landfill gas do not pose a hazard to human health or the environment.
25. The reasons for Conditions 5.1 to 5.4 are to specify the approved types of waste that may be accepted for disposal at the Site, based on the Owner's application and supporting documentation.
26. The reason for Condition 5.5 is that open burning of municipal waste is unacceptable because of concerns with air emissions, smoke and other nuisance affects, and the potential fire hazard.
27. The reason for Condition 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12 is to specify restrictions on the extent of landfilling at this Site based on the Owner's application and supporting documentation. These limits define the approved volumetric capacity of the site. Approval to landfill beyond these limits would require an application with supporting documentation submitted to the Director.
28. The reason for Condition 5.13 and 5.14 is to protect identified features of the existing natural environment of



the site, including the existing woodlots and aquatic biology. The condition will also provide mitigation of the visual effects of the landfill site . The condition will also provides for the establishment of final contour plan for the site while recognising the need to be consistent with the final end use plan.

29. The reason for condition 5.15 to 5.25 is to allow the acceptance of dewater sewage sludge and to allow the storage and use of sludge as an soil amendment over the final cover of the site.
30. Conditions 5.26 to 5.31 inclusive have been included in order to ensure asbestos waste is handled and disposed of in accordance with Reg. 347 as amended from time to time. Proper handling and disposal of asbestos waste ensures that the asbestos waste does not cause an adverse impact on the environment and also does not affect human health.
31. The reason for Condition 5.32 to 5.37 is to ensure that landfilling operations are conducted in an environmentally acceptable manner. Daily and intermediate cover is used to control potential nuisance effects, to facilitate vehicle access on the site, and to ensure an acceptable site appearance is maintained. The proper closure of a landfill site requires the application of a final cover which is aesthetically pleasing, controls infiltration, and is suitable for the end use planned for the site.
32. The reason for Condition 5.38 is to ensure impacted surface water at the site is handled in a manner that does not impact the environment or human health.
33. The reason for Condition 6.1 to 6.3 is to ensure that the Site is supervised and operated by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person.
34. The reason for Conditions 7.1, 7.2, 7.3, 7.4 and 7.5 are needed to ensure regular inspections of the site are conducted in order to protect the natural environment.
35. The reason for Conditions 7.6, 7.7, 7.8, 7.9 and 7.10 is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this ECA (such as fill rate, site capacity, record keeping, annual reporting, and financial assurance requirements), the EPA and its regulations.
36. The reasons for Conditions 8.1 to 8.5 inclusive are to ensure protection of the natural environment and the integrity of the groundwater monitoring network.
37. The reason for Condition 8.6 inclusive is to demonstrate that the landfill site is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.
38. The reason for Condition 8.7 and 8.8 are included to require the Owner to demonstrate that the Site is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.
39. The reason for Condition 8.10 to 8.16 is to ensure the approval of Air Quality Monitoring Program as

required.

40. The reason for condition 9.1 to 9.8 is to provide proper planning, implementation, reporting and assessment of the leachate land treatment system, as well as for protection of the environment.
41. The reasons for Condition 9.10 is to ensure the owner constructs and operates the expansion to the leachate land treatment system as per the application submission. This is to ensure the long-term health and safety of the public and the environment.
42. The reasons for Condition 9.11 is to ensure the owner obtains acceptance to any operational changes in the system prior to implementation. This is to ensure the long-term health and safety of the public and the environment.
43. The reason for Condition 9.12 is to phase out the spray irrigation system in order to protect the environment
44. The reason for Condition 9.13 is to have an updated information regarding the function and operation of the drip irrigation system.
45. The reasons for Condition No. 10.1 are to approve the gas collection system and landfill gas generating facilities as per the submitted information. This is to ensure the long-term health and safety of the public and the environment.
46. The reasons for Condition No 10.2 and 10.3 are to ensure the Owner provides the District Manager on as-built information for the system.
47. The reason for Condition No. 10.4 and 10.5 are to ensure the Owner informs the District Manager that the systems will be commencing operation such that the clock for completion of Conditions 10.4 and 10.5 can be initiated.
48. The reason for Conditions 12.0 are to ensure that the Owner follows a plan with an organized set of procedures for identifying and responding to unexpected but possible problems at the Site. A remedial action / contingency plan is necessary to ensure protection of the natural environment. A leachate contingency plan is a specific requirement of Reg. 232.
49. The reason for Conditions 13.1 to 13.3 is to establish a forum for the exchange of information and public dialogue on activities carried out at the landfill Site. Open communication with the public and local authorities is important in helping to maintain high standards for site operation and environmental protection.
50. The reasons for Conditions 14.1 to 14.4 are to ensure that the Ministry is informed of any spills or fires at the Site and to provide public health and safety and environmental protection.
51. The reasons for Conditions 15.0 to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design

52. The reasons for Condition 16.0 is to ensure that final closure of the Site is completed in an aesthetically pleasing manner and to ensure the long-term protection of the natural environment.
53. Condition 17.1 is included to ensure that the recyclable materials are stored in their temporary storage location in a manner as to minimize a likelihood of an adverse effect or a hazard the natural environment or any person.
54. The reason for Condition 17.2 is to ensure that electronic and electrical waste is stored, transported and disposed of in an environmentally acceptable manner.
55. Conditions 18.2 (1)is included to ensure that waste storage is done in a manner and duration which does not result in a nuisance or a hazard to the health and safety of the environment or people
56. The reason for Condition 18.2 (3) is to ensure that only acceptable waste is received at the MHSW Depot, and to ensure all waste received is handled in an appropriate manner.
57. The reason for Condition 18.2 (4) is to ensure that all waste is handled in an appropriate manner, and that any spills are handled in an appropriate manner.
58. The reason for Conditions 18.2 (6) and 18.2 (7) is to allow the Owner to distribute certain wastes for reuse subject to restrictions
59. The reason for Condition 19.1 is to specify the approved waste/materials types and amounts that may be accepted for disposal at the MHSW Depot, based on the Owner's application and supporting documentation.
60. The reason for Condition 19.2 is to ensure that the Site is operated, inspected and maintained appropriately in an environmentally acceptable manner for protection of the natural environment and public health and safety.
61. The reason for Condition 19.3 and 19.4 is to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design. Condition 11.1. (1) is added to allow vehicles smaller than 3 tonnes to enter the Site to bring waste for diversion purposes.

**Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). A011101 and all subsequent amendments issued on September 28, 1995.**

*In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:*

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

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

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

DATED AT TORONTO this 16th day of November, 2020



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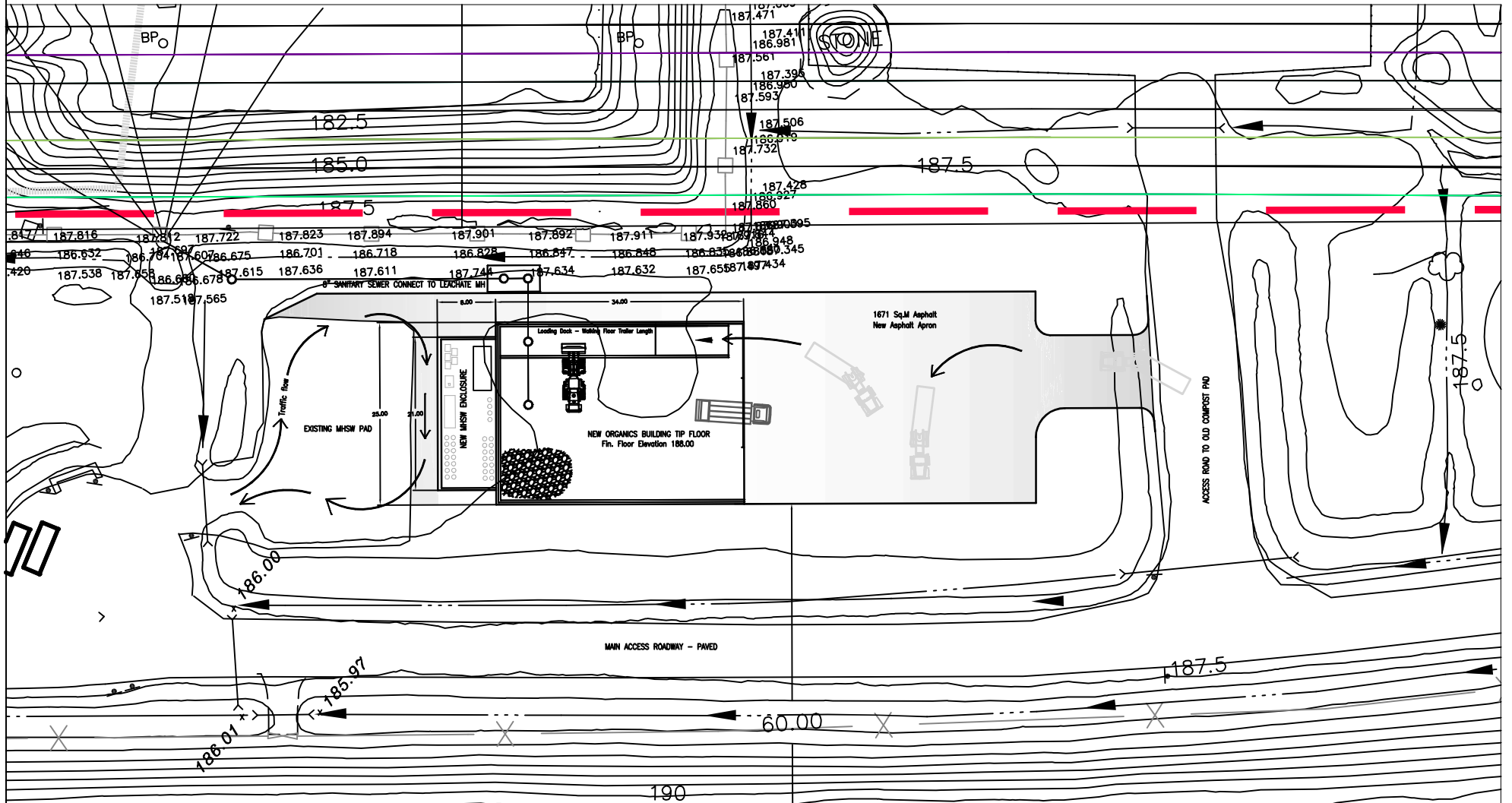
Mohsen Keyvani, P.Eng.  
Director  
appointed for the purposes of Part II.1 of the  
*Environmental Protection Act*

CF/

c: Area Manager, MECP Windsor  
c: District Manager, MECP Sarnia  
Luis Alvarez, P. Eng.  
Radwan Tamr, WSP Canada Inc.

# Transfer Station Site Plan Concept

REGIONAL LANDFILL  
ORGANICS TRANSFER FACILITY



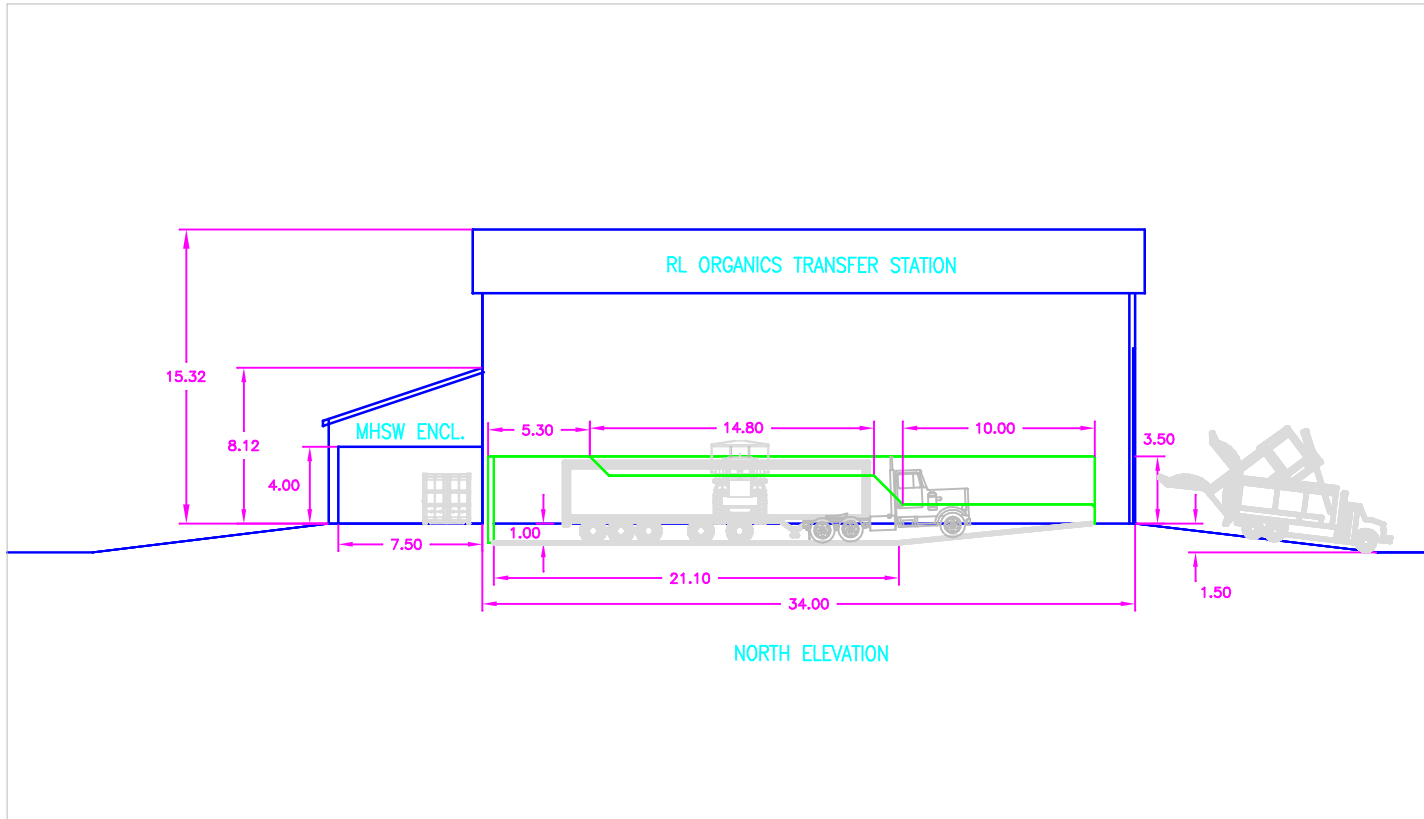
FILE:  
RO-2023 Full Site.dwg

DATE:  
March 9, 2024

SCALE:  
1/40XP

# Transfer Station North Elevation

REGIONAL LANDFILL  
ORGANICS TRANSFER FACILITY



1/10xp

FILE:

RO-2023 Full Site.dwg

DATE:

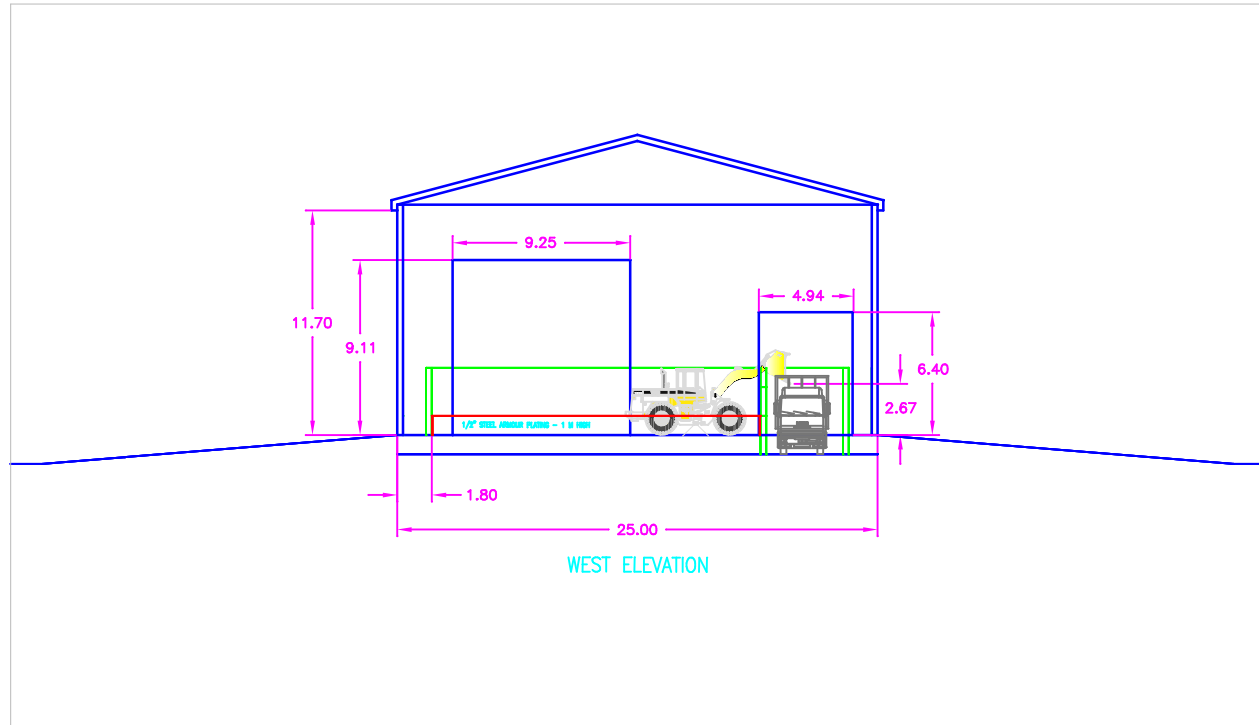
March 9, 2024

SCALE:

1/10XP

# Transfer Station West Elevation

REGIONAL LANDFILL  
ORGANICS TRANSFER FACILITY



1/10xp

FILE:

RO-2023 Full Site.dwg

DATE:

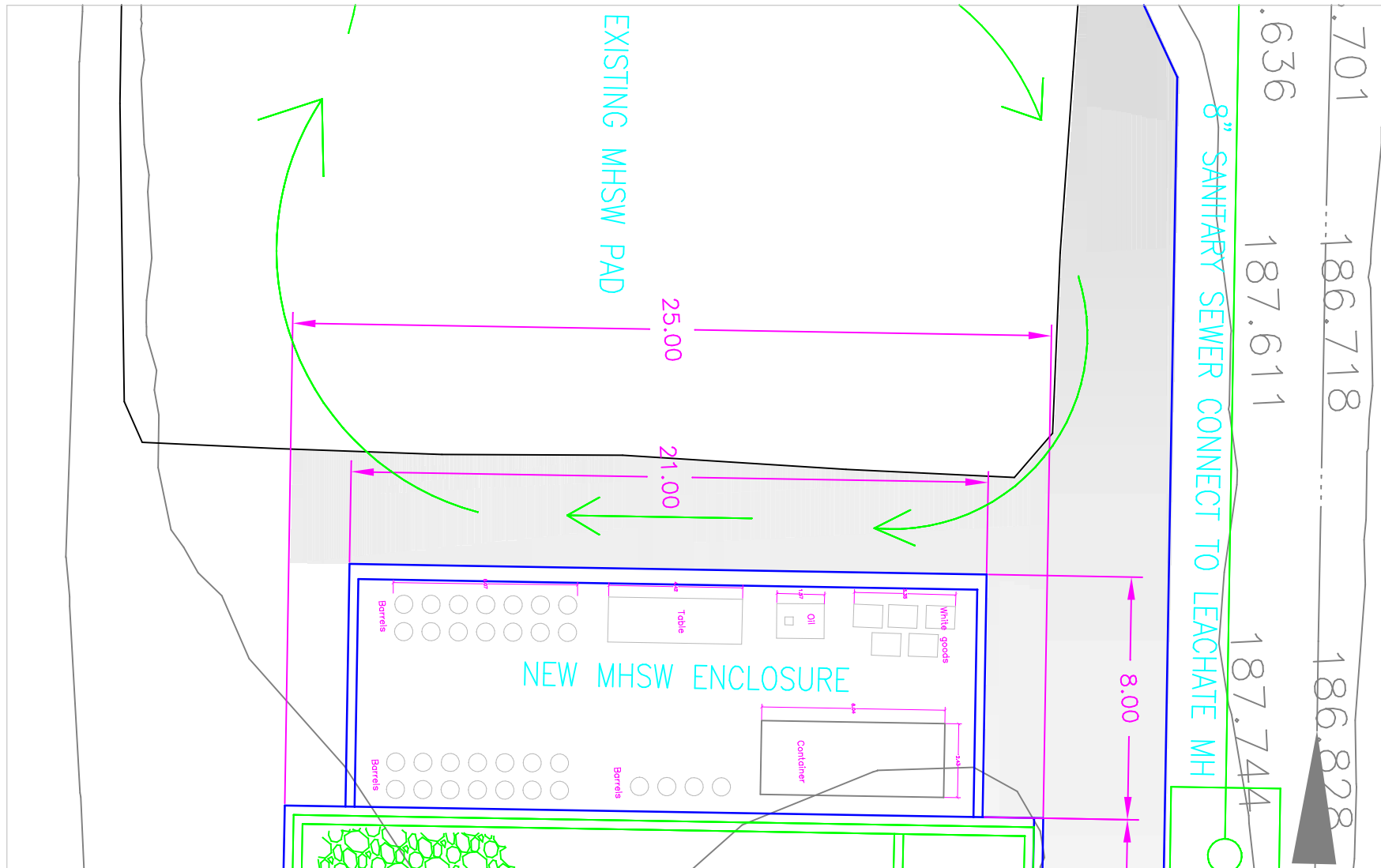
March 9, 2024

SCALE:

1/10XP

# Transfer Station MHSW Addition Concept

REGIONAL LANDFILL  
ORGANICS TRANSFER FACILITY



1/10xp

FILE:

RO-2023 Full Site.dwg

DATE:

March 9, 2024

SCALE:

1/5XP



## Schedule D

### Draft Contract

This contract is made and is first effective as of the Effective Date.

**Between:**

**Essex Windsor Solid Waste Authority**  
360 Fairview Avenue West, Suite 211, West, Essex, Ontario N8M 3G4  
(the "**Authority**")

**And:**

**Legal Business Name**  
Address  
City, Prov, Postal Code  
(the "**Contractor**")

### 1.0 Background

The Authority desires to retain the Contractor to provide the Services and Deliverables (both as defined below), at the prices stipulated, and in accordance with, the terms of the Contract (defined below) for the provision of Processing of Source Separated Organic Waste (the "**Services**"), as more fully described in Authority EWSWA RFP 2024-02-07 (the "**RFP**").

**In Consideration** of the mutual covenants, conditions and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

### 2.0 Interpretation

All terms appearing with the first letter capitalized shall have the meanings assigned in Section 30 (Definitions).

### 3.0 Contract Documents

The terms of the contract between the Authority and the Contractor for the supply of the Services and Deliverables, as applicable, are comprised of the following (collectively, the "**Contract**"):

- a) the main body of this Contract;

- b) **Schedule "1"** Scope of Work and Specifications;
- c) the RFP, a copy of which is attached hereto as **Schedule "2"** for ease of reference, including (i) all Addenda (which, for greater certainty, shall supersede the contents of the RFP) and (ii) all documents incorporated by reference into the RFP; and
- d) the Contractor's proposal dated [MMDDYY] (the "**Proposal**"), a copy of which is attached hereto as **Schedule "3"** for ease or reference, submitted in response to the above-noted RFP to the extent that the proposal clarifies the Services and Deliverables. For greater clarity, the proposal shall not amend the terms under this Contract.

Where the document is not included as a schedule, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list.

#### **4.0 Supply of Services and Deliverables**

The Authority hereby retains the Contractor to provide to the Authority with the services (the "**Services**") and to supply the work product (the "**Deliverables**") described in the attached **Schedule "1"**. Where the context permits, the term "Services" shall be deemed to include Deliverables.

If **Schedule "1"** provides that the Services shall be performed by a specific individual (the "**Representative**"), the Authority engages the Contractor to provide the Services on the express and essential condition that the Services shall be performed by the Representative and by no other person. In the event that the Representative is no longer (i) able or willing to perform the Services, or (ii) active with, or employed by the Contractor, for any reason whatsoever, the Authority shall have the right to terminate this Contract immediately upon written notice, without any liability to the Contractor and without prejudice to the Authority's rights hereunder. Notwithstanding the foregoing, the Contractor may replace the Representative with another individual reasonably satisfactory to the Authority with the prior written consent of the Authority.

## **5.0 Term**

This Agreement is effective as of the date of specified in **Schedule "1"** hereto (the "**Effective Date**"), and, unless earlier terminated pursuant to Section 10.0 – Termination, or extended by the Authority as per the terms of the RFP, shall continue until the expiration date set out in **Schedule "1"** (the "**Term**").

This Contract shall not be renewed by its own terms, and any further provision of Services by the Contractor beyond the term of the Contract shall require an amendment signed by both parties.

## **6.0 Timelines for Provision of Services**

The Contractor shall provide the Services on the timelines provided for in the RFP, or on such other timelines as may be expressly agreed upon by the Parties in writing.

The Contractor shall notify the Authority as soon as it becomes aware that it cannot meet the agreed upon timelines for the provision of the Services.

In the event of a delay, the Contractor shall, at no additional cost to the Authority, employ accelerated measures such as premium transportation costs or labour overtime to ensure the Services are delivered on or before the revised timelines.

In the event the timelines are not being met by the Contractor, or a change in the timelines proposed by the Contractor is not acceptable to the Authority, acting reasonably, in addition to any other rights and remedies that may be available to the Authority at law, the Authority may terminate the Contract without any liability to the Contractor for such termination.

For greater certainty, the Contractor shall not be held responsible for delays outside the Contractor's reasonable control or to the extent any delay is caused by the Authority.

## **7.0 Review of Services**

In addition to the Composition Audits required by the RFP, the Authority and/or the Authority's Representative shall have the right to review the Services being provided at all reasonable times, and without prior notice; or otherwise review the Services performed, or being performed, and the premises where they are being performed to ensure compliance with the Contract requirements.

During the review of Services by the Authority, the Authority's Representative and the Contractor shall complete the review together to prepare an itemized list of any and all deficiencies (the "**Deficiencies**"), if any.

Should the Contractor not remedy the Deficiencies to the satisfaction of the Authority, acting reasonably, within 5 business days of the Deficiencies being identified and a written demand from the Authority and/or the Authority's Representative, the Authority, in addition to any other rights and remedies that may be available to the Authority at law, the Authority may terminate the Contract without any liability to the Contractor for such termination.

## **8.0 Fees and Invoicing**

**Fees.** For and in consideration of the Services furnished by the Contractor to the Authority under this Contract, the Authority shall pay the prices and fees set out in **Schedule "1"** hereto and the Proposal attached as **Schedule "3"** hereto (the "**Fees**"), which may be adjusted from time to time in accordance with the terms of this Contract.

**Taxes.** The Fees set out in the said **Schedule "1"** and **Schedule "3"** may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of provincial or other jurisdictional level, however taxes should be charged to the Authority and shown separately on each invoice in the normal course. The Contractor acknowledges that it may be subject to withholding tax under Canadian law. All taxes shall be shown separately on each invoice. The Contractor is entitled to apply for any tax credits applicable to or in relation to its services and shall be entitled to provide such information as may be required by the relevant tax authority to such authority.

**Invoicing.** Unless otherwise agreed in writing or in this Contract, the Contractor shall invoice the Authority for the Services on a monthly basis during the Term, with each invoice for the prior month being issued within five (5) days following the end of the month.

Invoices shall be submitted to the attention of "Accounts Payable" at ap@ewswa.org as set out in **Schedule "1"**. The invoice shall contain: (i) a description of the Services provided in the previous month; (ii) details of the Fees and, shown separately and applicable taxes due; and (iii) a description of any disbursements and expenses claimed. If not previously provided, the first invoice shall contain the Contractor's HST registration number. The Authority shall pay any undisputed amounts owing to the Contractor within thirty (30) days of receipt of the invoice. The Contractor understands that

failure to include all supporting documentation with the invoice and/or failure to provide any or all of the foregoing information as part of the invoice may result in a delay of payment to the Contractor and that the invoice may be returned to the Contractor unpaid and unprocessed.

**Disputed Invoices.** If the Authority disputes an invoice, the Authority shall notify the Contractor in writing of the reasons for its dispute within fourteen (14) days of receiving the invoice. The Authority shall pay only the undisputed portion of the Fees in accordance with the payment terms in this Contract. Any dispute in respect of an invoice shall be resolved through the dispute resolution process set out in Section 23 (Dispute Resolution) of this Contract.

**Withholdings.** If any Fees payable to the Contractor are subject to withholding taxes, the Authority shall withhold and remit such amounts to the applicable taxing authority, unless the Contractor provides the Authority with an exemption or waiver certificate. The Authority will provide the Contractor with written confirmation of any such withholding and remittance.

**Disbursements and Expenses.** The Contractor agrees that in no event shall any expenses or disbursements be payable by the Authority, nor shall the Authority be in any way liable for the same, unless such disbursement or expense was pre-approved in writing by the Authority and supporting documentation is provided to the Authority along with the invoice for the same.

## **9.0 Fee Increases**

Unless otherwise specified in the Contract, all prices and fees set out in the Proposal, a copy of which is attached hereto at **Schedule "2"**, are the maximum prices and fees to be charged for the Services during the term of the Contract.

Any additional Services not within the scope of the Contract must be offered by the Contractor at a price that is not higher than the Contractor's published prices at the time that the Contract is executed (where not published, then at commercially reasonable and competitive prices) and must not increase until completion of the project or, where the Contract is for a defined term, then for the term of the Contract.

## **10.0 Termination**

The Authority may terminate this Contract:

- (1) at any time for convenience upon one hundred twenty (120) days' written notice to the Contractor; or
- (2) immediately upon written notice if the Contractor becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership, or similar proceedings.

Each party may also terminate this Contract, without prejudice to the other party's rights hereunder if the other party breaches any provision of, or any of its obligations under, this Contract or the Schedules attached hereto and fails to remedy such breach within five (5) business days following notice thereof (or such extended period of time as may be agreed upon by the parties to remedy such breach if it cannot reasonably be cured within five (5) business days).

## **11.0 Consequences of Termination**

Upon expiration or termination of this Contract, the Authority shall pay the Contractor for all of the Services provided to, and accepted by, the Authority prior to expiration or termination and for all pre-approved expenses reasonably and properly incurred by the Contractor prior to expiration or termination, if payable pursuant to Section 8 (Fees and Invoicing) and further, upon such termination of this Contract, the Contractor shall have no further obligation to provide the Services, subject to its Warranty obligations below, and the Authority shall have no obligation to pay the Fees or make any other payments hereunder.

In the event of termination for cause by the Authority, the Authority may set-off any unpaid amounts due to the Contractor under this Contract, against any amounts owing by the Contractor to the Authority hereunder (including any amounts required to indemnify the Authority pursuant to Section 13 (Liability and Insurance), as determined by the Authority in its sole discretion) and any costs that the Authority may incur to supply the Services necessary to complete the Project.

Upon termination, if the Contractor owes any amounts to the Authority, including after any set-off made by the Authority pursuant to Section 8 (Fees and Invoicing), the Contractor shall promptly pay such amounts to the Authority.

Upon termination of this Contract, the Contractor shall immediately return to the Authority all records, files, lists, documents (including electronic material), equipment, software, intellectual property and any other property belonging to the Authority and/or the Authority's Representative, unless otherwise directed by the Authority in writing.

## **12.0 Indemnity**

The Contractor hereby undertakes to indemnify and save harmless (but not defend) the Authority, the members of the Authority's Board, the Authority's employees, agents, and legal representatives, and the Corporation of the City of Windsor and the Corporation of the County of Essex, and their respective elected officials, officers, employees, and agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including reasonable legal fees and disbursements) or liability to the extent caused by:

- (1) the negligent or wrongful acts or omissions of the Contractor or its employees and/or agents, including the Contractor's Representative, arising in connection with this Contract and/or the Schedules attached hereto;
- (2) any and all breaches by the Contractor or its employees and/or agents, including the Contractor's Representative, of any representations, warranties, covenants, terms or conditions of this Contract or the Schedules attached hereto; and/or
- (3) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Authority may be assessed or otherwise may incur under any federal, provincial, state or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Representative is considered an employee of the Authority; and any claim by any third party that the Services or Deliverables infringe the Intellectual Property Rights of any person.

## **13.0 Liability and Insurance**

The Contractor shall provide a Certificate of Insurance and shall include the Authority as an additional insured, with the following coverage being required to be in place by the Authority at all times during the Contract and the guarantee/warranty or maintenance period of the Contract, at the sole, entire, and absolute expense of the Contractor:

- (1) Commercial General Liability Insurance including but not limited to bodily injury including death, personal injury and property damage having an inclusive limit of not less than \*\*five million dollars (\$5,000,000) per occurrence;

- (2) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \*\*five million dollars (\$5,000,000) per occurrence and for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent for the provision of services. Proof of automobile insurance will not be required if the Proponent provides a signed letter stating that they do not own or lease vehicles;
- (3) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \*\*two million dollars (\$2,000,000) per occurrence in respect of vehicles not owned by the Proponent, that are used or operated on its behalf for the provision of services under this Contract;
- (4) \*\*Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits for coverages indicated by double asterisks (\*\*). Certificate(s) of insurance must specify the underlying policies (\*\*) to which the umbrella/excess coverages apply and indicate any applicable aggregates.
- (5) Contractors Environmental Insurance for gradual and/or sudden pollution events including cleanup expenses and, if applicable, transportation risks including loading and unloading exposures providing coverage in an amount of not less than two million dollars (\$2,000,000) per claim. Coverage must be maintained in force for twelve months following the termination of this Contract.
- (6) Property Insurance, All Risk, Replacement Cost basis with respect to loss or damage of its own property and property of the Authority in Proponent's care, custody and control, used in connection with the Contract.

Each of the said policies shall contain a cross-liability/separation clause and the following shall be named as additional insured in the policies of insurance referenced above:

- (1) Essex-Windsor Solid Waste Authority
- (2) The Corporation of the City of Windsor
- (3) The Corporation of the County of Essex
- (4) The Corporation of the Town of Amherstburg
- (5) The Corporation of the Town of Essex
- (6) The Corporation of the Town of Kingsville
- (7) The Corporation of the Municipality of Lakeshore
- (8) The Corporation of the Town of LaSalle



- (9) The Corporation of the Municipality of Leamington
- (10) The Corporation of the Town of Tecumseh

The Contractor expressly understands and agrees that the coverage provided by the policies referenced above will not be changed or amended in any way to the detriment of the Authority, nor cancelled until 30 days after written notice by registered mail of such change or cancellations has been delivered to the Authority;

be maintained continuously during the course of carrying out the Contract, or for such period of time as may be required after completion of the Contract, as deemed necessary by the Authority;

Throughout the Term of the Contract, the Contractor shall, at any time requested by the Authority, provide a copy of the Contractor's Worker's Compensation Certificate, showing the Contractor's Worker's Compensation Certificate is in good standing;

Deposit with the Authority such evidence of its insurance as provided in or required under this Contract, and must be in a form and issued by an insurance company satisfactory to the Authority, that is licensed to carry on business in Ontario;

The Proponent shall furnish to the Authority, on written request, certificates of all such policies. The Proponent agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Authority shall have the right to take out such insurance and pay the premium therefor and, in such event, the Proponent shall pay to the Authority the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Services payable on the first day of the next month following payment by the Authority;

Such other forms of insurance as may be reasonably required by the Authority from time to time (e.g., a result of change in law);

The Proponent at all times during the course of the work will indemnify and save harmless the Authority from and against all claims and demands whatsoever.

## **14.0 Change Orders**

The Authority or the Contractor may, at any time, propose a change to **Schedule "1"**, or to the Services or Deliverables outside the scope of

**Schedule "1"** provided that no changes to this Contract are valid unless made in writing and mutually agreed by the parties.

Where a change is proposed, the Party proposing the change shall submit a written change order request to the other Party.

If the change order request is accepted in writing by both Parties, the additional or changed Services or Deliverables (as applicable) shall be supplied at the prices stipulated in the Contract or, where such prices are not listed, then at prices mutually agreed to in writing.

For greater certainty, where no prices have been clearly agreed to in writing in connection with a change order, then the prices last agreed to in the Contract shall apply for purposes of calculating the cost of Services or Deliverables.

## **15.0 Non-Exclusivity**

Subject to any conflict of interest, nothing in this Contract shall prohibit or restrict the Contractor and the Representative from contracting with or being engaged in any capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

Nothing in this Contract shall prohibit or restrict the Authority from contracting with or engaging in any capacity any person to provide services or perform work for the Authority that are similar to or compete with the Services or provided by the Contractor hereunder.

## **16.0 Accessibility for Ontarians with Disabilities Act (AODA)**

The AODA standards apply to Ontario businesses and non-profits. The Authority of Essex is actively participating in meeting the accessibility standards in Ontario.

Any third-party Contractor who contracts with the Authority, must comply with the requirements of the AODA.

Proponents shall ensure that any information, goods or service provided to or on behalf of the Authority conforms with:

- 1) Ontario Regulation 429/07 Accessibility Standards for Customer Service;
- 2) Ontario Regulation 191/11 Integrated Accessibility Standard; and

### 3) World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

The successful Proponent may contact AbleDocs ([www.AbleDocs.com](http://www.AbleDocs.com)), to procure the necessary services to ensure that any and all deliverables are AODA compliant or for document remediation at its own expense.

Should the successful Proponent fail to comply with providing deliverables that comply with the requirements of the AODA, and the regulations thereto, the Authority shall contract with AbleDocs, or another qualified service provider, to remediate the deliverables and the successful Proponent shall immediately reimburse the Authority for the costs of same.

## **17.0 Intellectual Property**

**“Intellectual Property Rights”** means all intellectual and industrial property rights of the Authority which include rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, trademarks, know-how, trade secrets and confidential information, and other proprietary rights. Subject to any applicable provisions of the Schedules, the Contractor agrees that upon full payment of all monies properly owed to the Contractor, the Authority shall be the exclusive owner of all Intellectual Property Rights howsoever created or developed by the Contractor, whether by it alone or jointly or with the contribution or assistance of others arising out of its engagement with the Authority, including without limitation all Intellectual Property Rights in the Deliverables. The Authority agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the Intellectual Property by the Authority or any person or entity that obtains the Intellectual Property from or through the Authority.

The Contractor further agrees that it has no rights in any such Intellectual Property Rights and hereby assigns to the Authority all rights, title and interest that may accrue to the Contractor as a result of its engagement with the Authority. The Contractor hereby undertakes and agrees to cause the Contractor and the Contractor's Representative to waive all moral rights and droits de suite that either the Contractor or the Contractor's Representative now or in the future may have to the Intellectual Property Rights. Each of the Contractor and the Contractor's Representative agree that all Deliverables and other works created in full or in part by the Contractor may be maintained, changed, modified and/or adapted by the Authority without consent of either the Contractor or the Contractor's Representative.

Notwithstanding the foregoing, the Contractor and the Authority may agree in writing that certain identified and designated Intellectual Property Rights will remain with the Contractor.

The Authority acknowledges that Contractor and the Contractor's Representative possess knowledge and expertise relating to the subject matter of the Services and Deliverables and may be contributing pre-existing materials to the Deliverables which may include intellectual property rights ("**Contractor Background IP**"). Nothing in this Contract is intended to transfer to the Authority any rights in the Contractor Background IP, which shall remain the property of the Contractor. To the extent that any Contractor Background IP is included in any Deliverables, the Contractor hereby grants to the Authority a perpetual non-exclusive right and license to use the Background IP to the extent reasonably necessary to exercise the Authority's rights in the Deliverables.

## **18.0 Confidentiality**

All specifications, drawings, patterns, samples and other information furnished to the Contractor by the Authority in connection with the Contract will be used solely for the purpose of carrying out the work and for no other purpose; will remain the property of the Authority; and be returned or destroyed at the Authority's request at the expense of Contractor. The Contractor may retain irretrievable electronic copies of information contained in routine back-ups created as part of its information technology system back-up and disaster recovery protocols. Such retained confidential information shall remain subject to the provisions of this Section 18 until destruction of such confidential information.

This Contract and information issued, used or disclosed in connection with the work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Authority, for the protection of the same.

The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the Authority; or (b) becomes publicly known other than through breach of any confidentiality obligations; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

## **19.0 Compliance with Laws**

The Contractor acknowledges that the Authority is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c M.56 ("**FOI Legislation**") and that information provided to or from the Authority in connection with this Contract may be subject to the provisions of these acts and other applicable law.

Without limiting anything else in this Contract, the Contractor hereby covenants and agrees that it shall comply with all duties and obligations as set out in all applicable laws, as amended from time to time, and shall make all reasonable efforts to assist the Authority in complying with the Authority's duties and obligations as set out in and which arise from law applicable to this Contract or to the Services and Deliverables provided hereunder.

## **20.0 Financial Audit**

The Contractor shall keep proper accounts and records of the cost relating to the Services and Deliverables, including all invoices, receipts and vouchers.

If this Contract includes payment for time spent by the Contractor, its employees, Representatives, agents or subcontractors providing the Services and Deliverables, the Contractor must keep a record of the actual time spent each day by each individual providing any part of the Services and Deliverables.

Unless the Authority has consented in writing to its disposal, the Contractor must retain all the information described in this section for seven (7) years after either:

- (1) the Contractor receives the final payment under this Contract; or
- (2) until the settlement of all outstanding claims and disputes, whichever is later.

During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of the Authority, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information the Authority or its representatives may, from time to time, require to perform a complete or partial audit of this Contract. Notwithstanding the foregoing, the Authority's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees,

percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

Where such audit or inspection discloses an overpayment by the Authority, the Authority shall have a right to set-off the amount of such overpayment against future Contractor invoices issued pursuant to this or any other Contract and, to the extent that the Authority's right of set-off is not exercised or not adequate to cover such overpayment, the Contractor shall be responsible for promptly repaying such overpayment.

## **21.0 Subcontractors**

The Contractor may subcontract portions of the work pursuant to this Contract provided that the Contractor shall be liable for its subcontractors' compliance with the Contract.

## **22.0 Relationship**

The Contractor shall render the Services hereunder as an independent Contractor and that the Contractor's employees and/or agents, including the Representative, are not employees of the Authority.

Neither the Contractor nor any of its employees and/or agents, including the Representative, shall have any right to any the Authority employee benefit, entitlement or advantage.

Nothing in this Contract shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into any contracts on behalf of the other party. Neither the Contractor nor the Representative is authorized to bind or commit the Authority, either actually or apparently, in any manner whatsoever, without express prior written consent from the Authority to do so.

## **23.0 Dispute Resolution**

The parties agree that any dispute between the parties under this Contract shall be resolved in the following manner.

The parties shall first endeavour to resolve any such dispute matter or matters by good-faith negotiation, which shall conclude when: (a) the parties reach an agreement settling the dispute; (b) a party declares impasse; or (c) thirty (30) days following the start of the negotiations have expired. If requested in writing by either the Authority or the Contractor, the

Authority and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Contract by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties.

If a dispute cannot be settled within a period of thirty (30) calendar days with the assistance of a mediator, if mutually agreed by the Parties, the dispute may be settled by binding arbitration subject to the terms of the *Arbitration Act, 1991*, S.O. 1991, c. 18. Failing the Parties agreeing to proceed to resolve any dispute by way of arbitration, the Parties may exercise any and all rights they may have to resolve the dispute. However, notwithstanding the foregoing, in no case shall a dispute between the Parties, or involving either of them, delay the supply of the Services or Deliverables and completion of the Project.

## **24.0 Severability**

All notices and communications hereunder shall be in writing and shall be either (a) delivered personally, (b) delivered by commercial courier service, (c) sent by registered or certified mail to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith, or (d) transmitted by facsimile or e-mail address indicated below:

To the Contractor:

Company Name.  
Address  
City, Ontario, postal code  
Tel: 519-XXX-XXXX  
Email:

To the Authority:

Essex Windsor Solid Waste Authority  
360 Fairview Avenue West, Suite 211, West Essex, Ontario, N8M 3G4  
Tel: (519) 776-6441 ext.1225  
Attention: Michelle Bishop  
Email: [MBishop@ewswa.org](mailto:MBishop@ewswa.org)

Notices delivered personally shall be deemed to have been received when delivered; if delivered by courier, shall be deemed to have been delivered on the delivery date and time recorded by the courier in its delivery records; if transmitted by facsimile or by e-mail, shall be deemed to have been

received when confirmed by the recipient as having been received and notices sent by certified or registered mail shall be deemed to have been received four (4) days after mailing.

## **25.0 Amendment, Waivers and Assignment**

This Contract may be amended in whole or in part only by the express written agreement of the parties hereto.

No waiver of any provision of this Contract shall be implied, and no waiver shall be valid unless it is in writing and signed by the party waiving its rights. No waiver of any breach of any of the terms, provisions or conditions of this Contract shall be construed as or held to be a waiver of any other breach, or a waiver of, acquiescence in, or consent to, any further or succeeding breach hereof.

The Contractor may not assign its rights under this Contract without the prior written consent of the Authority, and any attempt to do so shall be a breach of this Contract and shall be void.

## **26.0 Entire Agreement**

This Contract and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Contract except as specifically set out in this Contract.

## **27.0 Governing Law and Attornment**

This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Without limiting the requirement to address disputes in accordance with Section 23 (Dispute Resolution) above prior to exercising any other right the Parties may have, each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Contract or any alleged breach thereof.

## **28.0 Survival**

The representations, warranties and other provisions in this Contract that by their sense and context are intended to survive completion of performance,



expiration or termination of this Contract, shall so survive the performance, expiration or termination of this agreement as necessary to give effect to their intention.

## 29.0 Counterparts

This Contract may be executed in any number of counterparts, and may be executed electronically, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Contract, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

## 30.0 Definitions

In this Contract, capitalized terms shall have the following meanings:

- (1) **AODA** has the meaning assigned in Section 16 (Accessibility for Ontarians with Disabilities Act).
- (2) **Background IP** has the meaning assigned in Section 17 (Intellectual Property).
- (3) **Consequential Damages** has the meaning assigned in Section 32 (Limit of Liability; Waiver of Consequential Damages).
- (4) **Contract** has the meaning assigned in Section 3 (Contract Documents).
- (5) **Contractor** has the meaning assigned in the preamble.
- (6) **Authority** has the meaning assigned in the preamble.
- (7) **CPI** has the meaning assigned in Section 9 (Fee Increases).
- (8) **Effective Date** has the meaning assigned in Section 5 (Term).
- (9) **Fees** means the prices and fees set out in **Schedule "C"**, which may be amended every 12 months in accordance with the CPI.
- (10) **FOI Legislation** has the meaning assigned in Section 19 (Compliance with Laws).
- (11) **Force Majeure** has the meaning assigned in Section 31 (Force Majeure).

(12) **Intellectual Property Rights** has the meaning assigned in Section 17 (Intellectual Property Rights).

(13) **Project** has the meaning assigned in Section 1 (Background).

(14) **RFP** has the meaning assigned in Section 1 (Background).

(15) **Services, Deliverables** have the meanings assigned in Section 4 (Supply of Services and Deliverables) and Services may be used to describe Services and Deliverables collectively.

(16) **Term** has the meaning assigned in Section 5 (Term).

### **31.0 Force Majeure**

In the event that either Party is delayed or unable to perform any part of its obligations under this contract due to circumstances that were not foreseeable and were beyond the reasonable control of such Party, including acts of nature or the elements, war, riot, insurrection, military action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, or action or restraint by the order or act of a government authority properly exercising its jurisdiction (each, an event of "**Force Majeure**"), such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered, or delayed by such Force Majeure. For clarity, in no event shall lack of funds or economic hardship, failure to obtain necessary licenses or approvals, import or export restrictions or customs clearance or compliance, or strikes by or lockouts of unionized employees or other labour unrest constitute an event of Force Majeure. Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party prevented or delayed from performing any part of its obligations be liable to the other Party for any damage caused by the event of Force Majeure. In the event that such Force Majeure results in a delay exceeding thirty (30) days, the other Party may suspend the contract pending resolution of the Force Majeure, or terminate the Contract.

### **32.0 Limit of Liability; Waiver of Consequential Damages**

The total amount of all claims the Authority may have against the Contractor under this Contract or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be

strictly limited to the higher of: i) the fees paid to the Contractor; or ii) the limit of insurance required to be maintained hereunder. This limit of liability shall not apply to claims arising under sections 13, 16, 17, 19, and 20.

Neither the Authority nor the Contractor, shall be liable to the other or shall make any claim for any incidental, indirect, consequential damages, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies ("**Consequential Losses**") arising out of or connected to this Contract. This Section shall not apply to Consequential Losses arising under sections 13, 16, 17, 19, and 20.

The parties hereto have each electronically executed this Contract by their respective and duly authorized signing officers.

**ESSEX-WINDSOR SOLID WASTE  
AUTHORITY**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

We have the authority to bind the Authority.

**[COMPANY NAME]**

\_\_\_\_\_  
Per: **Name, Position**

I have authority to bind the Contractor.

## Schedule "1"

### Scope of Work and Specifications

Effective Date:	MMDD, 20XX
Commencement Date:	MMDD, 20XX
Termination Date:	MDDD, 20XX
Optional Years:	MM DD, 20XX – MM DD, 202XX MM DD, 20XX – MM DD, 20XX
Representative:	Name Mobile: (XXX)-xxx-xxxx
Representative the Authority:	Name Mobile: (XXX)-xxx-xxxx

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### Description of Services:

### Fees

### Total Cost of Contract

The fees and amounts set out in bid number EWSWA RFP 2024-04-11 are in Canadian funds unless otherwise specified herein.

Please refer to Section 8 (Fees and Invoicing) of this Contract for further terms regarding the fees.

## Schedule E

### Conflict of Interest Declaration Form

The undersigned, on behalf of the organization named below, hereby represents and warrants that diligent inquiry has been made within the organization and of persons involved or to be involved in preparing a Proposal to determine whether a Conflict of Interest exists as set out in the following paragraphs:

- a) No Unfair Advantage. There is no situation in relation to the RFP process, where the Proponent has or may have an unfair advantage or has engaged in conduct directly or indirectly, that gives or may appear to give it an unfair advantage over other bidders. Circumstances which may result in an unfair advantage include, but are not limited to:
- listing, working with or in any way directly or indirectly consulting with anyone employed or engaged by the Corporation of the County of Essex, the Corporation of the City of Windsor, and/or the Essex-Windsor Solid Waste Authority (the "**Authority**") in the preparation of the Proposal;
  - being in possession of, or having access to confidential information of the Authority that is: (a) relevant to the preparation of its Proposal; (b) not likely to be available to other Proponents; or
  - communicating with any person with a view to influencing preferred treatment in the RFP process; or
  - engaging in any other conduct that compromises or could be seen to compromise the integrity of the RFP process.
- b) No Conflicting Corporate or Personal Interests. Should the Proponent be awarded the Contract, in relation to the performance of its contractual obligations with the Authority, the Proponent's other commitments, relationships or financial interests will not give rise to a conflict of corporate or personal interests. Circumstances which may result in a conflict of personal or corporate interests include, but are not limited to, any circumstance that:

- could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Proponent's or a decision-maker's independent judgement; or
- could or could be seen to compromise, impair or be incompatible with the effective performance of the Proponent's contractual obligations.

### **NO CONFLICT OF INTEREST**

- The Proponent declares that there is NO actual, apparent or potential Conflict of Interest relating to the preparation of its response, and the Proponent does NOT foresee an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

### **POTENTIAL, APPARENT OR ACTUAL CONFLICT OF INTEREST**

- The Proponent declares that there MAY be an actual, apparent or potential Conflict of Interest relating to the preparation of its response, and/or the Proponent foresees the potential of an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Below are the details of the circumstances giving rise to the apparent or potential Conflict of Interest:

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The Proponent hereby seeks clarification from the Authority on whether the Authority believes the above circumstances constitutes a Conflict of Interest and if so, whether there are any measures that may be implemented to manage the conflict that will allow the Proponent to participate in the RFP process.

I hereby acknowledge, on behalf of the Proponent, that the Authority may, upon discovering a potential, actual, or apparent Conflict of Interest at any time during the RFP process, or during the term of any Contract resulting from the RFP process, in its sole and absolute discretion without any liability whatsoever to the Proponent, require the Proponent to take steps to resolve

or otherwise deal with a Conflict of Interest as a condition of eligibility to participate in this RFP process or to provides Services under a Contract; reject the Proponent's Proposal; or terminate the Contract for default.

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Signature of Proponent  
Representative

---

Name of Proponent  
Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the  
Proponent.

