

**Grey Highlands and Chatsworth  
Joint Waste and Diversion Site Committee Minutes  
Tuesday, February 8, 2022**

**Members Present:**

Chair Councillor Paul Allen, Councillor Danielle Valiquette, Chatsworth Mayor Scott Mackey, and Chatsworth Councillor Elizabeth Thompson

**Members Absent:**

**Staff:**

Chatsworth CAO Patty Sinnamon, Director of Environmental Services Shawn Moyer, Council & Committee Coordinator Amanda Fines-VanAlstine, and Anthony Gibbons

Page

**1 Call to Order**

- 1.1 Coordinator VanAlstine called the meeting to order at 10:04 am.  
Grey Highlands Mayor McQueen was in attendance as an ex officio

**2 Election of Chair**

- 2.1 Member Allen was nominated for Chair by Member Thompson, seconded by Member Mackey. Member Allen accepts the nomination and is acclaimed Chair.  
Member Thompson was nominated for Vice Chair by Member Mackey, seconded by Member Valiquette. Member Thompson accepts the nomination and is acclaimed Vice Chair.

**3 Approve the Agenda**

- 3.1 Recommendation

**JWDC2022-01**

**Danielle Valiquette - Elizabeth Thompson**

**That the Joint Waste and Diversion Site Committee approve the agenda as circulated.**

**CARRIED.**

**4 Declaration of Pecuniary Interest**

none

**5 Approval of Minutes**

- 5.1 Recommendation

**JWDC2022-02**

**Scott Mackey - Elizabeth Thompson**

**That the Joint Waste and Diversion Site Committee approve the minutes of 2021-11-08 as circulated.**

**CARRIED.**

[Joint Waste and Diversion Site Committee - 08 Nov 2021 - Minutes - Html](#)

**6 Items for Discussion**

- 6.1 Mayor Mackey introduces Chatsworth Director of Operations Anthony Gibbons.  
6.2 Grey Highlands Updates

- Markdale/Holland Site was closed in January on Saturdays and Tuesdays due to staffing shortage, but full staff compliment is back and those days are now open.
- Once the fees and charges Bylaw is amended new signage will be in the works.
- Expansion of the current footprint of site would be the same process as applying for a new site, including Environmental assessments. The Ministry has not approved any new sites in approximately 15 years.
- Capital purchases should be brought to the Committee before approval by both Councils

### **JWDC2022-03**

**Danielle Valiquette - Elizabeth Thompson**

**That the Joint Waste and Diversion Site Committee receive the verbal Grey Highlands update for information.**

**CARRIED.**

#### 6.3 Chatsworth Updates

- Could separate bins be used for each municipality for waste bags being dropped off?
  - This would require site upgrades

### **JWDC2022-04**

**Elizabeth Thompson - Scott Mackey**

**That the Joint Waste and Diversion Site Committee receive the verbal Chatsworth update for information.**

**CARRIED.**

#### 6.4 Joint Waste and Diversion Site Draft Agreement

- Annual monitoring reports - have not always recorded each municipalities input
- Insurance - reciprocal liability insurance
- Capital purchases should be based on a prior 3 year rolling average
  - Add in formula for capital expenses
  - fixed assets should be calculated at 50/50 split

### **JWDC2022-05**

**Danielle Valiquette - Scott Mackey**

**That the Joint Waste and Diversion Site Committee receive the updated Draft Joint Waste and Diversion Site Agreement for information.**

**CARRIED.**

[Draft JWDS Agreement](#)

## **7 Other Items**

- 7.1 2022 Capital Budget discussion to be added to next meeting
- 7.2 Future of Waste Diversion and Waste Management strategies

## **8 Next Meeting**

- 8.1 Joint Waste and Diversion Site Committee Meeting
  - Date: March 8, 2022
  - Time: 1:00 pm
  - Location: Virtual

## **9 Adjournment**

9.1 Recommendation:

**JWDC2022-06**

**Scott Mackey - Danielle Valiquette**

**That the Joint Waste and Diversion Site Committee adjourn at 11:42 pm until the next meeting or until the call of the chair.**

**CARRIED.**

*The minutes contained herein have been reviewed by the members. Minutes are not deemed as approved until received at the next meeting.*

**Grey Highlands and Chatsworth  
Joint Waste and Diversion Site Committee Minutes  
Monday, November 8, 2021**

**Members Present:**

Chair Councillor Paul Allen, Councillor Danielle Valiquette, Chatsworth Mayor Scott Mackey, and Chatsworth Councillor Elizabeth Thompson

**Members Absent:**

**Staff:**

Chief Administrative Officer Karen Govan, Chatsworth CAO Patty Sinnamon, Director of Environmental Services Shawn Moyer, and Council & Committee Coordinator Amanda Fines-VanAlstine

**1 Call to Order**

- 1.1 Chair Allen called the meeting to order at 10:04 am.  
Grey Highlands Mayor McQueen was in attendance as an ex officio.

**2 Approve the Agenda**

- 2.1 Recommendation

**JWDC2021-12**

**Elizabeth Thompson**

**That the Joint Waste and Diversion Site Committee approve the agenda as circulated.**

**CARRIED.**

**3 Declaration of Pecuniary Interest**

none

**4 Approval of Minutes**

- 4.1 Recommendation

**JWDC2021-13**

**Danielle Valiquette - Elizabeth Thompson**

**That the Joint Waste and Diversion Site Committee approve the minutes of 2020-03-02 and 2021-03-01 as circulated.**

**CARRIED.**

[Joint Waste and Diversion Site Committee - 02 Mar 2020 - Minutes - Html](#)

[Joint Waste and Diversion Site Committee - 01 Mar 2021 - Minutes - Html](#)

**5 Items for Discussion**

- 5.1 Township of Chatsworth Update

- The CAO's from both municipalities have been working collaboratively on the draft site agreement
- Site Debris were brought to staff's attention and has since been rectified
  - cover material froze last year and staff are working to ensure cover doesn't freeze again this year

**JWDC2021-14**

**Elizabeth Thompson - Scott Mackey**

**That the Joint Waste and Diversion Site Committee receive the Township of Chatsworth update for information.  
CARRIED.**

5.2 Municipality of Grey Highlands Update

- Operations have changed hands to Grey Highlands Environmental Services Department
- The 2022 budget has been tabled at this time to start deliberations November 22

**JWDC2021-15**

**Elizabeth Thompson - Scott Mackey**

**That the Joint Waste and Diversion Site Committee receive the Municipality of Grey Highlands update for information.  
CARRIED.**

5.3 Markdale Holland Waste and Diversion Site Draft Agreement

The Committee would like to research the post amalgamations to present usages and volumes and amend the draft agreement as necessary to bring back to the committee for further review.

**JWDC2021-16**

**Elizabeth Thompson - Danielle Valiquette**

**That the Joint Waste and Diversion Site Committee receive the Markdale Holland Waste and Diversion Site Draft Agreement for information.  
CARRIED.**

**JWDC2021-17**

**Scott Mackey - Elizabeth Thompson**

**That the Joint Waste and Diversion Site Committee direct staff to bring back a report on the possibilities for future expansion of this site to the JWDCS February meeting.  
CARRIED.**

[Track Changes - Draft JWDS Agreement - Nov 2021](#)  
[Markdale Holland Landfill Agreement v4](#)

5.4 Joint Waste and Diversion Site Committee 2022 Meeting Schedule

Staff Report 2021-222

**JWDC2021-18**

**Scott Mackey - Danielle Valiquette**

**That the Joint Waste and Diversion Site Committee proceed with the 2022 schedule of meetings on the second Tuesday of February, May and August at 10am.  
CARRIED.**

**JWDC2021-19**

**Scott Mackey - Danielle Valiquette**

**That the Joint Waste and Diversion Site Committee proceed with further discussions on the draft agreement at a meeting to be scheduled in December 2021.  
CARRIED.**

**JWDC2021-20**

**Elizabeth Thompson - Danielle Valiquette**  
**That the Joint Waste and Diversion Site Committee request that staff bring back a report discussion the advantages and/or disadvantages of the Joint Waste and Diversion Site Committee remaining a committee or converting to a board.**  
**CARRIED.**

[JWDSC.21.01-Joint Waste and Diversion Site Committee 2022 Meeting Schedule - Pdf](#)

## **6 Consent Agenda**

Consent

### **JWDC2021-21**

**Danielle Valiquette - Scott Mackey**

**That the items on the Consent Agenda be approved.**

**CARRIED.**

- 6.1 Item Deferred from March 1, 2021 Meeting

2021 Budget documents and information

### **JWDC2021-22**

**That the Joint Waste and Diversion Site Committee receive the 2021 Grey Highlands Budget documents for information.**

**CARRIED.**

[2021-04-13 2021 Markdale WDS Operating Budget](#)

- 6.2 2020 Markdale Holland Annual Weights Report

### **JWDC2021-23**

**That the Joint Waste and Diversion Site Committee receive the 2020 Markdale Holland Annual Weights Report for information.**

**CARRIED.**

[2020 Holland-Markdale Annual Weights](#)

- 6.3 2020 Markdale Holland Resident Attendance Report

### **JWDC2021-24**

**That the Joint Waste and Diversion Site Committee receive the 2020 Markdale Holland Resident Attendance Report for information.**

**CARRIED.**

[2020 WDS Resident Attendance Holland - Markdale](#)

- 6.4 2020 Markdale Holland Landfill Annual Engineers Report

### **JWDC2021-25**

**That the Joint Waste and Diversion Site Committee receive the 2020 Markdale Holland Landfill Annual Report for information.**

**CARRIED.**

[M1528 - Signed MECP Checklist - Markdale-Holland - March 2021](#)

[M1528 - 2020 Annual Monitoring Rpt - Markdale-Holland - March 2021](#)

## **7 Next Meeting**

- 7.1 Joint Waste and Diversion Site Committee Meeting  
December meeting to be scheduled as per previous resolution.

Date: February 8, 2022

Time: 10:00 am  
Location: to be determined

**8 Adjournment**

8.1 Recommendation:

**JWDC2021-26**

**Scott Mackey - Danielle Valiquette**

**That the Joint Waste and Diversion Site Committee adjourn at  
11:32 pm until the next meeting or until the call of the chair.**

**CARRIED.**

*The minutes contained herein have been reviewed by the members. Minutes are not deemed as approved until received at the next meeting.*

This agreement made in duplicate this day of \_\_\_\_\_, 2021.

Between:

**The Corporation of the Municipality of Grey Highlands**  
Hereinafter referred to as "Grey Highlands"

And

**The Corporation of the Township of Chatsworth**  
Hereinafter referred to as "Chatsworth"

An Agreement Governing the Jointly Owned Waste Disposal and Diversion Site

WHEREAS pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, (the "Municipal Act") Section 11 ~~(1) a lower tier municipality in the County of Grey may pass by-laws respecting waste management;~~ (3) a lower-tier municipality may pass by-laws respecting waste management.

AND WHEREAS the said Municipal Act, Section 20 (1), provides that a municipality may enter into an agreement with one or more municipalities for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

~~NOTE: Section 74 allows one municipality to operate a Waste Disposal and Diversion Site in another municipality without the consent of that municipality which would normally be required under section 19.~~

AND WHEREAS Chatsworth and Grey Highlands ("the municipalities") ~~the parties~~ jointly own an existing and approved Waste Disposal and Diversion Site as defined herein **on a 50/50 percent basis.**

AND WHEREAS the ~~parties~~ **municipalities** hereto wish to address the operation of a jointly owned Waste Disposal and Diversion Site and to form one joint board of management to administer, operate and manage the jointly owned Waste Disposal and Diversion Site on behalf of the ~~parties~~ **municipalities.**

~~AND WHEREAS the parties wish to establish an advisory committee to assist in the Administration, operation and management of the jointly owned Waste Disposal and Diversion Site;~~

Waste Disposal and Diversion Site

AND WHEREAS the ~~parties~~ **municipalities** entered into an agreement in 2007 (the 2007 Agreement) to govern the jointly owned Waste Disposal and Diversion Site and this agreement is intended to replace the 2007 Agreement;

NOW THEREFORE THE PARTIES **MUNICIPALITIES** AGREE AS FOLLOWS:

**Definitions**

1. In this agreement:

- 1.1. "Capital Improvement" shall mean any improvement to the Waste Disposal and Diversion Site that does not constitute or fall within the meaning that is not Routine Maintenance, Routine Operations or work related to the preparation/approval and implementation of a Closure Plan. Without limiting the foregoing Capital Improvements include but are not limited to items such as access or internal road construction (including the hard surfacing thereof) replacement of site weigh scale, landfill compactor, rubber tire Loader, other mechanical equipment, the replacement of waste and diversion collection bins and containers, and the replacement/reconstruction of retaining walls, barricades and/or site fencing.



- 1.2. "Closure Plan" shall mean a closure plan approved under the EPA...cite regs.as required in the Environmental Compliance Approval.
- 1.3. "Environmental Compliance Approval" (or "ECA") shall mean Environmental Compliance Certificate (ECA) No. A261901 as amended on February 2, 2012 and further amended on August 15, 2017.
- 1.4. ~~"Municipal Waste" shall mean excluding liquid industrial waste and municipal hazardous waste.~~
- 1.5. "Municipalities" shall mean the Township of Chatsworth and the Municipality of Grey Highlands.
- 1.6. "Ministry" shall mean the Ministry of Environment Conservation and Parks or the ministry with overall compliance authority.
- 1.7. "Operating Costs" shall mean those costs and expenses identified in Schedule "A" and which does not include the cost of any Capital Improvement or the cost of the preparation/approval and implementation of a Closure Plan.
- 1.8. "Routine Maintenance" includes grass cutting, painting, maintenance of site signage, barricades, waste and diversion collection bins and containers and equipment maintenance, snowplowing, ice control/sanding, and snow removal.
- 1.9. "Routine Operations" includes all operations normally associated with the operations of the Waste Disposal Site including without limitation monitoring/directing users of the site, equipment operation, daily cover activities, site cleanup, log book/record keeping, conduct of required groundwater monitoring and maintenance of monitoring wells and equipment.
- 1.10. "Waste Disposal and Diversion Site" means the jointly owned wasted disposal site known as the Holland/Markdale Waste and Diversion Site located upon the lands described as: Part of Lots 81-84, Con. 1 NETSR, in the former Township f Holland, now in the Township of Chatsworth, as in R417087 t/wR326239; Chatsworth being all of PIN 37171-0111(LT);

**Scope**

2. This agreement is intended to provide for the management, operation, expansion, closure and post closure of the Waste Disposal and Diversion Site.

For clarity this agreement does not apply to or address the responsibility for the collection of waste or recyclable materials within either Municipality and/or delivery to the Waste Disposal and Diversion Site.

**Term**

3. This Agreement shall come into force and effect on the \_\_\_\_\_, 2021 and shall continue until terminated in accordance with the provisions of this Agreement.

**Termination**

4. ~~This agreement may only be terminated upon the mutual agreement of the parties, which agreement (the "termination agreement") provides for the transfer of sole ownership of the Waste Disposal and Diversion Site to one of the parties. In addition to the transfer to give effect to sole ownership by one party, such termination agreement shall also provide for:~~

~~4.1. Contribution to the future cost of the Closure Plan;~~

~~4.2. Transfer of the ECA to the Municipality retaining ownership of the Waste Disposal and Diversion Site~~

**This agreement may only be terminated upon the mutual agreement of the parties municipalities and upon both municipalities having fulfilled its closure and post-closure obligations.**

**Joint Waste and Diversion Committee - Established**

5. A Committee composed of two members of Council and the Chief Administrative Officer of each Municipality which will be called the Joint Waste and Diversion Committee is hereby established. The Committee's mandate is to provide advice and recommendations to the Municipalities concerning management, operation, expansion, closure and post closure of the Waste Disposal and Diversion Site as set out in Schedule C, Part 1. The Committee shall meet as need but not less than twice per calendar year as further provided in Schedule C, Part 2.

**Operating Authority**

6. The parties **municipalities** hereby appoint and authorize the Municipality of Grey Highlands to be the Operating Authority that is responsible for the operations at the Waste Disposal and Diversion Site. The specific responsibilities and obligations of the Operating Authority are set out in Schedule "B" hereto.

**Cost Sharing: General**

7. All costs shall be shared by the Municipalities in accordance with the detailed cost sharing provisions set out in sections 8 (Operating Costs), Section 9 (Capital Improvements) and Section 12 (Closure Costs).

**Operational Costs Allocation**

8. Operating Costs shall be allocated to and payable by each Municipality based upon the amount of the waste received from each Municipality expressed as a percentage of the total amount of annual waste received at the Waste Disposal and Diversion Site. The waste received from each Municipality shall always represent 100% of the total waste received at the Waste Disposal and Diversion Site. Operational costs are defined in Schedule "A" attached hereto and forming part of this agreement.

**Capital Improvements: Report**

9. Any proposed Capital Improvement that is not already provided for in an approved budget shall be detailed in a report prepared by the Operating Authority, with the assistance of the Committee, and presented to the Council of each Municipality. Where such proposed capital improvement is anticipated to exceed \$ \_\_\_\_\_, such report shall be presented a minimum of ~~\_\_\_\_\_ months~~ **thirty days before** such Capital Improvement is proposed to occur/be undertaken.

**Capital Improvements: Approval**

10. No Capital Improvement shall be initiated unless such improvement(s) has been approved by the Councils of both Municipalities and included in the respective capital budgets for the year that the proposed Capital Improvement work is to commence.

**Capital Improvement Cost Allocation**

11. The Cost of Capital Improvements shall be ~~shared equally~~ Shall be shared equally for the first 50% of the cost including the non-refundable taxes. The remainder (50%) shall be shared and payable by each Municipality based upon the amount of the annual waste received from each Municipality expressed as a percentage of the total amount of annual waste received at the Waste Disposal and Diversion Site and shall be adjusted annually based on the useful life of the asset.

**Closure Plan and Post Closure Liability Costs.**

12. Upon a determination that the lifespan of the Waste Disposal and Diversion Site has reached ~~40~~ **five (5)** years or less, the Municipalities shall retain a qualified consultant to prepare a Closure Plan for approval under the EPA. The Municipalities agree that the cost of preparing the Closure Plan and the work necessary to implement such Closure Plan shall be shared equally.

**Available Capacity and Access to Additional Capacity**

13. It is recognized that the available capacity in the landfill site for the receiving of waste is shared on a 50/50 ownership basis. For the purposes of this agreement, the capacity remaining at the Waste Disposal and Diversion Site as of December 31, 2017 (the year in which the Certificate of Approval was last amended), was 254,909

m3 as set out in the 2017 Annual Monitoring Report. This provides a capacity of 127,454.50 m3 available to each municipality as of December 31, 2017.

In the event that one of the municipalities utilizes its available capacity as set out above, that municipality may have an opportunity to purchase additional capacity from the other, upon mutual agreement, and at a price determined by the value of the space at the time of the purchase. The value will be determined by obtaining three valuations from qualified engineers and determining the median of the three valuations. The three firms providing the valuation shall be mutually agreed upon by both municipalities.

Should one of the municipalities utilize 40% of its available capacity, it shall then notify the other municipality as to whether it wishes to consider the purchase of the additional capacity and request that the process of choosing three engineers to determine the valuation commence. The requesting municipality may choose to not proceed with the valuation if an agreed sale price cannot be agreed upon, at which time the requesting municipality may no longer contribute to waste to the site once it utilizes its 50% capacity.

Should one of the municipalities utilize its' 50% capacity and does not purchase additional capacity from the other, the remaining municipality shall be responsible for 100% of all operating and capital costs, save and except the closure plan and post-closure costs which shall remain the responsibility of both municipalities.

#### **Reserve Funds**

14. The Municipalities agree to establish Reserve Funds the purpose of which is to accumulate funds for Capital Improvements and the ultimate closure of the Waste Disposal and Diversion Site. The Operating Authority shall provide a recommendation for the annual contribution to an Asset Management Reserve however the Municipalities agree to contribute a minimum of \_\_\_\_\_ per year. Each municipality is responsible for the establishment of Post Closure Reserve Fund based on the identified costs in their respective audited financial statements.

#### **Emergency Expenditures**

15. The Operating Authority shall be authorized to undertake any such works and expend such funds in response to an Order issued by the Ministry wherein the time established for compliance by the Ministry is less than 60 days notwithstanding that such work may constitute a Capital Improvement. Where such Order provides for a longer period for compliance and the actions necessary to comply would constitute a Capital Improvement, such work shall be considered under Section 9 herein save and except that the timing for the report to be presented to the Municipalities' Councils shall be commensurate with the time for compliance.

Where such Order is issued by the Ministry, the Operating Authority shall provide a copy to the Committee, together with an estimate of the cost of the works or Capital Improvement to be carried out as soon as practically possible.

#### **Fees and Charges**

16. The Municipalities agree that there shall be a single schedule of fees and charges for disposal of waste or recyclable material at the Waste Disposal and Diversion Site. There shall be no variations in fees and charges for any specific waste or recyclable stream based upon the municipality of origin.

#### **Fees and Charges: Receipt of Waste from Areas Outside of the Municipalities**

17. Notwithstanding section 15, the Municipalities agree that a separate schedule of fees and charges may be established for the receipt of waste and/or recyclable materials from areas outside of the boundaries of the Municipalities. Any fees or charges received for such waste shall be allocated to the Asset Management Reserve.

#### **Rules and Regulations**

18. The Municipalities agree that rules and regulations for disposal of waste or recyclable material shall be as set out in Schedule D as amended from time to time.

Notwithstanding the foregoing, the Operating Authority may provide for amendments to rules and regulations on a temporary basis where such amendment(s) to the rules and regulations are required to ensure compliance with Applicable Law including the ECA.

**Insurance: Specific Policy**

19. The municipality-ies shall obtain, and keep in force during the term of this agreement, respective insurance policies that include the following terms and minimum coverage, which limits may be achieved by way of primary and/or umbrella or excess policies, and underwritten by an insurer licensed to do business in the Province of Ontario. Such insurance policies shall include, but not limited to:
- 19.1. Shall include but not limited to bodily injury, property damage and contractual liability;
  - 19.2. The other Party shall be added as an Additional Insured with respect to the operations of the named insured;
  - 19.3. Contain a Cross liability and severability of Interest clauses;
  - 19.4. Policies shall not be invalidated as respect to the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
  - 19.5. Non-owned automobile coverage with a limit of no less than Ten Million Dollars (\$10,000,000.00);
  - 19.6. Products and completed operations coverage with a limit of not less than Ten Million Dollars (\$10,000,000.00);
  - 19.7. A thirty-day written notice of cancellation or termination.

**Insurance: Environmental**

20. The Insurance Policy referenced in section 14 shall include Environmental Liability Insurance subject to limits of not less than Ten Million (\$10,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination.

**Insurance: Subcontractors**

21. The Operating Authority agrees to ensure that the insurance shall apply to a sub-contractor in the same manner as it would to the Operating Authority for this agreement. Further, it is the Operating Authority's obligation to ensure that the sub-contractor is aware of these obligations.

**Notice of Claim**

22. In the event that either party receives a Statement of Claim, notice of claim or other claim/information regarding a pending or possible claim by a third party with respect to the Waste Disposal and Diversion Site such party shall immediately notify and provide to the other party such claim or notice of claim in writing.

**Labour Dispute ~~Disruption~~: Operating Authority**

23. In the event of a disruption of operations at the Waste Disposal and Diversion Site as a result of a labour dispute involving the Operating Authority, the Municipalities agree that the Operating Authority is not responsible for any costs or expenses incurred by the Municipalities (if any) to dispose of waste or recyclable materials during such labour dispute.

**Indemnity**

24. The Municipalities hereby agree to indemnify and save harmless the other Municipality from and against all actions, causes of actions, losses, liens, damages, suits, judgments, awards, orders, claims, fines, costs and demands brought by or on behalf of a person or persons not a Party to this Agreement which may arise by reason of or as a consequence of or in any way related to the provisions or subject matter of this Agreement provided that this indemnification only applies to each Municipality's proportionate share (50%).

25. The municipalities shall provide each other with a valid certificate of insurance naming each municipality as an additional insured in relation to the ownership and or operation of the Waste Disposal and Diversion Site.

**Notice**

26. Any notice to be given under this Agreement shall be sufficiently given if delivered or if sent by prepaid first-class mail and addressed to:

The Corporation of the Township of Chatsworth  
316837 Highway 6  
RR1  
Chatsworth, ON N0H 1G0

And to:  
The Corporation of the Municipality of Grey Highlands  
PO Box 409  
206 Toronto Street South, Unit 1  
Markdale, ON N0C 1H0

Receipt of notice shall be deemed on the earlier of the date of delivery or five (5) days following the date of mailing of the notice.

Notice may also be given by email and must be acknowledged by email delivery receipt. Emails must be sent to the Chief Administrative Officers of the municipalities.

SCHEDULE A  
To the Agreement Governing the Jointly Owned Waste Disposal and Diversion Site

**OPERATING COSTS**

Operating Costs shall be allocated to and payable by each Municipality based upon the amount of the waste received from each Municipality expressed as a percentage of the total amount of waste received at the Waste Disposal and Diversion Site. The waste received from each Municipality shall always represent 100% of the total waste received at the Waste Disposal and Diversion Site.

Operating Costs include the following: (not limited to the definitions)

1. Routine Maintenance – maintenance on small and heavy equipment, weigh scale, buildings receiving area;
2. Routine Operations-Ground Maintenance, grass cutting, snow removal, clean up
3. Insurance More information?? Fleet vs Property
4. Electricity Supply/Use-For landfill structures;
5. Fuel;- Gas and Diesel for landfill fleet and equipment
6. Protective Clothing/Safetywear – PPE, boots and outerwear/uniforms
7. Wages and Payroll Costs Direct salaries and benefits
8. Contracted Services that are not related to a Capital Improvement – third party services, recycling pickup, bin transfers
9. Office Supplies & Equipment – General office supplies, incl. receipt books
10. Equipment Rentals – Short term equipment and tool rentals
11. Professional Engineering that are not related to a Capital Improvement – Third party engineering costs, site survey and water testing
12. Portable Toilet Rental – Washroom rental for employees
13. Payment In Lieu of Taxes – Property taxes on landfill site
14. Administrative Wages - Proportionate wages for, director, admin, compliance personnel
15. Travel Compensation – Mileage expense
16. Conference Attendance Allowance – annual allowance for director or designate
17. Education & Training – annual allowance for landfill staff
18. Advertising – Hours of operations, employee recruitment, operations, events
19. Administrative fees (New) HR, finance and audit, communications, clerk

## SCHEDULE B

To the Agreement Governing the Jointly Owned Waste Disposal and Diversion Site

### **RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATING AUTHORITY**

#### **Staff**

1. The Operating Authority shall be responsible for employing such staff/personnel and/or retaining such contractors to operate and maintain the Waste Disposal and Diversion Site in accordance with all applicable law, including with out limitation any Environmental Compliance Approval (or predecessor Certificate of Approval) issued for such Waste Disposal and in furtherance of the Operational Obligations set out in Schedule A.

#### **Health and Safety**

2. The Operating Authority shall be solely responsible for the observance by itself, its employees, agents and sub-contractors of its Health and Safety obligations. For greater certainty, but without limiting the foregoing, hired contractors shall ensure that their staff and/or sub-contractors are equipped with proper personal protective equipment at all times, in accordance with Applicable Law.

The operating authority acknowledges and agrees that it is and shall be the 'employer' as defined in Section 1 of the *Occupational Health and Safety Act*, R.S.O. 1990, CHAPTER O.1 (the "Occupational Health and Safety Act") and shall be responsible for the health and safety of all individuals as described in Section 25 of the statute within the working areas.

#### **Environmental Practices**

3. The Operator Authority shall in providing the work observe good environmental practices and shall comply with any relevant statutes, codes of practice, industry guidance, the Operating Authority's environmental policies, and any amendments or modifications thereof.

In its performance of the work, the Operating Authority shall wherever possible utilize working methods, equipment, materials, and consumables which minimize environmental damage including waterways, while maximizing the lifespan of the landfill waste capacity.

#### **Notification**

4. The Operating Authority shall immediately the other Municipality of any occurrence, incident, or event which may reasonably be expected to expose either Party to material liability of any kind in relation to this Agreement or the Waste Disposal and Diversion Site.

## SCHEDULE C

To the Agreement Governing the Jointly Owned Waste Disposal and Diversion Site

### **THE JOINT WASTE DIVERSION COMMITTEE**

#### **Part 1: Mandate**

The Committee shall act in an advisory capacity to the Municipalities as follows:

1. complete a review of this agreement bi-annually and make recommendations to the Municipalities concerning proposed amendments, revisions and/or updates.
2. review, the Site Annual Monitoring Report, specifically the recommendations and conclusions sections of the report to consider the need for capital improvements for the upcoming years and make recommendations to the Municipalities.
3. review the proposed operating budget for the next fiscal year and make recommendations concerning the need for revisions to the applicable fees and charges and for contributions to the Asset Management Reserve Fund.
4. work with the Operating Authority to:
  - a. review staff operational recommendations while considering expected levels of service, operational efficiencies & program sustainability
  - b. review the operations of the Waste Disposal and Diversion Site and the preparation of recommendations concerning such operations and the diversion of waste streams
  - c. facilitate a coordinated approach to represent the local community and municipal interests in optimizing waste diversion and waste management operations;
  - d. inform respective Councils of evolving waste legislation and diversion requirements;
  - e. assist in the development of a critical path for waste management planning (consider economic development and growth);

#### **Part 2: Committee Meetings**

*Adapt Terms of Reference*



Waste Disposal and Diversion Site