

# **TORONTO** STAFF REPORT

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October 3, 2000

To: City Council

From: Barry H. Gutteridge  
Commissioner of Works and Emergency Services

Subject: Toronto Integrated Solid Waste Resource Management (“TIRM”) Process  
Category 2, Proven Disposal Capacity  
Response to Requests for Information

## Purpose:

The purpose of this report is to provide responses to information requests regarding the contract proposals from Republic Services Canada Inc. ("Republic") and Rail Cycle North Ltd. ("RCN"), and to provide responses to some questions raised by deputants who have appeared before Works Committee.

## Financial Implications and Impact Statement:

There are no direct financial implications arising from this report.

## Recommendation:

It is recommended that this report be received for information

## Background:

An In Camera report, dated October 2, 2000, containing recommendations for the execution of contracts with Republic and RCN has been submitted to Toronto City Council by the Commissioner of Works and Emergency Services. Several requests for information on related topics have been received from Toronto City Council (August 1, 2, 3, and 4, 2000) and the Works Committee (September 13, 2000). Listed below in the “comments” section of this report are our responses to the information requests.

Comments:

1. “The Works Committee requested the Commissioner of Works and Emergency Services to make available the contract documents, or if they are not permitted to be released, a summary report of the public aspects of those documents, prior to the Council meeting.”

Summaries of the negotiated contracts with Republic and RCN are listed as Appendix A and Appendix B to this report, respectively. We have been delayed in the provision of the summary reports due to the extent of the contract negotiation period.

2. City Council (Clause No. 1, Joint Report No. 2 of the Policy and Finance Committee and the Works Committee, Recommendation No. 3) requested a response to the following:

“To provide that the exceptions, contract provisions and conditions recommended for adoption by Council for inclusion in any final contract with the respondents, as contained in the confidential report dated August 1, 2000, from the Commissioner of Works and Emergency Services, exclude any acceptance of provisions in respect of greenhouse gas credits and instead the Commissioner continue to negotiate with Rail Cycle North and Republic Services of Canada Inc. on the value of such credits, drawing on the advice of experts in the field, and report back on the issue in the report on any finalization of contracts.”

Response:

As stated in Appendix A and Appendix B of this report, the negotiated positions in connection with Greenhouse Gas Emissions Reduction Credits are as follows:

Republic

If and when and to the extent any Greenhouse Gas credits become available at any of the disposal sites, Republic Canada will allocate to Toronto on a prorated basis, any such Greenhouse Gas credit and/or landfill gas energy revenue which may become available during the term of the agreement at the sites, calculated as a ratio of Toronto’s waste transported and disposed of at the site to the total waste in place at the site from all sources.

## RCN

If the Contractors receive any compensation related directly or indirectly to the reduction of Greenhouse Gas emissions related to waste or material that is received at the Adams Mine landfill or contingency disposal site, RCN pays Toronto an amount equal to fifty percent of such compensation, less \$2.00 per tonne of the specific credit generating material upon which the compensation is based. In effect, Toronto and RCN share in the first \$2.00 per tonne given that a price reduction of one dollar (\$1) is already reflected in the service fee with respect to Greenhouse Gas Emission credits.

This position represents an improvement in the contract proposal to the City from RCN. It provides for a 50 percent share in any value over \$2.00 per tonne, in addition to a \$1 price reduction associated with Greenhouse Gas Emission Reduction credits.

A report titled "Greenhouse Gas Emissions Reduction Trading" dated August 30, 2000, was presented to the Works Committee at its meeting of September 13, 2000. That report contains recommendations regarding the adoption of the existing methodologies of the Pilot Emissions Reduction Trading (PERT) project as a guide to documenting and registering greenhouse gas emissions reduction credits, and proceeding with a demonstration trade.

The report advises that at present "the former Ontario Hydro, now Ontario Power Generation (OPG) has been the largest purchaser of credits from PERT members and has been paying approximately \$1 per tonne for CO<sub>2</sub> credits."

At this time uncertainty exists regarding the future applicability of greenhouse gas emissions reduction credits associated with landfill gas recovery and utilization in the U.S. and Canada. This is because landfill gas collection systems are becoming a regulated engineered landfill system, as opposed to an optional activity.

While examples of higher credits can be identified, an initial value of \$1 per tonne was considered a favourable value by a member of the Clean Air Action Corporation of Washington, D.C., when compared to values that have been identified in the U.S. to date associated with landfill gas recovery and utilization.

In summary, we maintain our recommendation that the City accept the \$1 per tonne price reduction from RCN, with the improved offer if the value rises above \$2 per tonne. The value of the \$1 per tonne price reduction represents a saving to the City over the course of the contract of approximately \$17 million.

3. The Commissioner of Works and Emergency Services was requested to provide an update on the decision-making process of the GTA Regions of Peel, York, and Durham in regards to contracting with RCN for residual disposal capacity.

Response:

The most current Council resolutions of the GTA Regions are provided through Appendix C.

4. Waste Management Inc.

Several Councillors have requested feedback regarding media reports of charges brought against the U.S. parent company of Canadian Waste Services (a member of the RCN consortium), Waste Management Inc. ("WMI").

Response:

We are confident that Canadian Waste Services can carry out the development and operations of the Adams Mine Landfill and deliver the services as negotiated by staff. The senior staff of Canadian Waste Services are well known to Toronto staff as they have previously been employed by solid waste management companies that have provided services to Toronto.

At the current time Toronto has six contracts with Canadian Waste Services, including rental of recycling vehicles, collection and haulage of waste and recyclable material, and processing of Blue Box material. Through its current contracts with Toronto, Canadian Waste Services represents a significant component of the overall delivery of solid waste management services in Toronto.

The parent firm of Canadian Waste Services, Waste Management Inc., has introduced a new executive team at the end of 1999, including a new Chief Executive Officer. This new team has effectively managed charges associated with the company's financial state and is addressing charges associated with license violations.

Conclusions:

This report has provided responses to several information requests from City Council and Works

Committee, in connection with the negotiated contracts with Republic and RCN.

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Commissioner, Works and Emergency Services

Appendix A.

Summary of Negotiated Contract with Republic

**1. Parties and Obligations**

There are four parties to the agreement with Toronto:

- the proponent, Republic Services of Canada Inc. (“Republic Canada”)
- the parent company, Republic Services Inc. (“RSI”)
- the owner of the Carleton Farms landfill (“Carleton Farms”), and
- the waste hauler, Wilson Logistics, Inc. (“Wilson”)

Disposal and transportation services are dealt with by separate obligations of Republic Canada and Wilson although the obligations of Wilson are backstopped by Republic Canada.

The obligations of Republic Canada under the agreement would be guaranteed by RSI and RSI, together with Republic Canada and Carleton Farms, also provides an indemnity to Toronto in respect of any United States Superfund liability.

Conversely, Toronto indemnifies the other parties in respect of any claims, actions, losses and costs resulting from breach of any warranty or covenant in the agreement or from the City’s operations of its transfer stations.

**2. Term**

The term of the agreement is 5 years from January 1, 2001. There are five renewal periods that can be exercised at the option of the City on the same terms and conditions, as follows- 3, 2, 5, 3 and 2 year periods.

**3. Disposal Sites**

The primary disposal site is explicitly the Carleton Farms Landfill in Wayne County, Michigan in accordance with the Republic Canada proposal. Republic Canada requested and staff are agreeable to the provision of an alternate disposal site, namely the Brent Run landfill located in Genesee County, Michigan. Brent Run was identified as a contingency site in Republic Canada’s proposal.

The intent is to allow some flexibility to meet Toronto's fluctuating waste volume demands should the Adams Mine Landfill not proceed or be delayed. Republic Canada would have to provide reasonable grounds for directing waste to the alternate site and seek Toronto's consent; however, Toronto's consent could not be unreasonably withheld. The service fee would not, in any event, change for any re-directed waste. Given that Brent Run was subjected to a due diligence by Toronto in this RFP process, the concept of an alternate site is acceptable to staff.

If, for any reason, service cannot be provided at the primary or alternate site for reasons beyond Republic Canada's control, Republic Canada may elect to provide a contingency disposal site. Toronto would be required to conduct a due diligence (reimbursed by Republic Canada up to \$25,000) and, in its reasonable discretion, could disapprove of the site.

#### **4. Environmental Management System and Record Keeping**

Both Carleton Farms and Wilson must develop, document and implement an environmental management system satisfactory to Toronto, acting reasonably. Such environmental management system would basically include, without limitation:

- (a) a formal environmental policy statement;
- (b) a clear specification of staff responsibilities and accountabilities;
- (c) a formal training program for staff;
- (d) appropriate written procedures;
- (e) objectives and targets to improve environmental performance;
- (f) monitoring programs to document and measure performance;
- (g) an emergency preparedness plan that identifies and addresses potential incidents;
- (h) an annual audit of the facility performance; and
- (i) ongoing senior management review of conformance to regulatory requirements and associated response to the issues and commitment to continuous improvement.

Republic Canada, Carleton Farms and Wilson must make available to Toronto stated documents, reports and information monthly, semi-annually and annually based on the nature of the documentation and information. For example, Republic Canada must make available on a monthly basis the information and/or reports for the preceding month summarizing routine and extraordinary disposal activities during the prior period and plans and schedules for all new or revised future disposal activities, including:

- (a) a summary of the total tonnage and total number of trailers picked-up at each Transfer Station compared to the total tonnage and total number of trailers received pursuant to the agreement at the disposal site;
- (b) any complaints submitted to Republic Canada by third parties and the summary response, if any, with respect to the disposal services provided under the agreement including, without limitation, any written notice from any regulatory authority regarding the disposal site;

- (c) any extraordinary occurrence affecting Republic Canada's performance including but not limited to occurrences affecting the disposal site;
- (d) copies of the disposal transaction tickets, invoices and/or receipts for the month;
- (e) documentation regarding unacceptable waste, if any, gathered and/or returned;
- (f) a detailed list of any and all material safety violations at the disposal site; and
- (g) copies of all reports required to be filed required by any regulatory authority with respect to the disposal site including, without limitation, reports on leachate quality, air emissions and ground water monitoring.

On a semi-annual basis, Republic Canada would provide information, including:

- (a) leachate quantity data;
- (b) leachate quality data, discussion of any anomalies observed and a summary of any compliance exceedances;
- (c) a description of leachate recirculation and leachate collection system maintenance activities; and
- (d) for other instances where Republic Canada is measuring data, including, without limitation, surface water, ground water and landfill gas, quality and quantity data as available, including graphical depiction of trends, a discussion of any anomalies observed and a discussion of any exceedances.

## **5. Confidentiality**

Given the above reporting requirements, Republic Canada, Carleton Farms and Wilson may reasonably designate documents as confidential business records, subject to MFIPPA or other law. If the relevant party is unwilling to provide such documents to Toronto, they may be inspected by a independent accountant or other agreed upon third party to determine relevance of the record. If determined to be relevant, Toronto may inspect the documents.

## **6. Tonnage**

In accordance with the Council authorization, Republic Canada and Carleton Farms agree for the term of 5 years to accept the following waste delivered to the transfer stations:

- at a minimum of 285,000 tonnes for 2001 and 2002, and
- all ICI waste at a minimum of 100,000 tonnes after 2002

Republic Canada takes title to the waste upon delivery at the transfer stations.

The price to be charged to the City (in 2001 dollars) is \$50.82 per tonne (haulage and disposal), with an annual increase equal to a 75 percent change in the Consumer Price Index.

The service fee is broken out into two components; a disposal price for disposal services and a transportation price for transportation services. The prices are adjusted each year for 75% of CPI

after January 1, 2001. For transportation services, there are, in addition to the transportation price, the following financial obligations:

- additional standby charges for reduction of waste once notice is given to ramp up quantities
- compaction guarantees that would result if average compaction rates are not met, and
- residual payments at the end of the term for transfer trailers (unamortized portion of any capital costs specifically acquired to carry out the services minus any realizable salvage value of the trailers)

The disposal price charged will not be lower for any GTA municipality providing the waste volume from that municipality is equal to or less than the volume delivered by Toronto.

## **7. Greenhouse Gas Credits**

If and when and to the extent any Greenhouse Gas credits become available at any of the disposal sites, Republic Canada will allocate to Toronto on a prorated basis, any such Greenhouse Gas credit and/or landfill gas energy revenue which may become available during the term of the agreement at the sites, calculated as a ratio of Toronto's waste transported and disposed of at the site to the total waste in place at the site from all sources.

## **8. Alternative Operations and Emergency Operations Plans**

Republic Canada, Carleton Farms and Wilson must provide Toronto with plans for the correction and repair of any facility that becomes inadequate to satisfy the requirements of the agreement and to mitigate and correct hazards that may arise due to accident or disruption of the transportation and disposal services.

## **9. Default**

Wilson is entitled to carry on transportation services in the event of a default resulting in the termination of disposal services and Republic Canada is entitled to carry on disposal services in the event of a default in the provision in transportation services although, in the latter case, Republic Canada would have to take on the obligations of Wilson.

There are provisions that would allow termination:

- by Toronto in the event of default on the part of the contractors (for example, failure to substantially perform the basic disposal or transportation services for a period of 15 days; or a material change in the operation of the disposal or

transportation services that constitutes a breach of law and is not remedied or a regulatory action that is not resolved within 90 days or such longer time as is permitted by a regulatory authority)

- by the contractors in the event of default of the City,
- by the contractors or Toronto on the occurrence of a circumstance uncontrollable by the parties lasting longer than 90 days.

## **10. Securities**

The parties will provide a letter of credit and a performance bond in respect of their respective disposal and transportation service obligations.

## **11. Insurance**

Republic Canada and Wilson provide insurance coverage in accordance with the requirements of the RFP.

## **12. Dispute Resolution**

There are provisions that would require arbitration as a means of resolving any disputes or claims under any agreement (after a good faith attempt at resolving the dispute in a meeting of the parties).

Appendix B.

Summary of Negotiated Contract with Rail Cycle North

**1. Parties and Obligations**

There are three parties to the agreement with Toronto:

- the proponent, Rail Cycle North Ltd. (“RCN”)
- Canadian Waste Services Inc. (“Canadian Waste”), and
- the parent of Canadian Waste, Waste Management Inc. (“WMI”)

RCN is the prime service provider for the disposal and transportation services under the agreement although the obligations of all of the above parties are basically joint and several (i.e., Canadian Waste is responsible jointly with RCN for the provision, operation and maintenance of the Adams Mine landfill and all of the above are liable for the non-performance of the obligations for the provision of service and any claims made against Toronto). All of the above parties indemnify Toronto for US Superfund liability.

Conversely, Toronto indemnifies the other parties in respect of any claims, actions, losses and costs resulting from breach of any warranty or covenant in the agreement.

Miller Waste Systems, Canadian National Railway and Ontario Northland Transportation Commission are approved subcontractors for the transportation component of the services.

**2. Corresponding Agreements with York and Durham**

The agreement is conditional on RCN entering into waste disposal contracts with the Regions of York and Durham, in a form substantially similar to Toronto’s agreement and satisfactory to RCN acting reasonably. This must be done on or before December 31, 2000. The condition is inserted for the sole benefit of RCN and can be waived by it in its sole discretion.

**3. Federal Environmental Assessment**

The parties may, in their sole discretion, terminate the agreement on or before February 15, 2001 unless, before that date, the Federal Minister of the Environment states that he will not issue an order for a federal environmental assessment of the Adams Mine landfill.

#### **4. Term**

The term of the agreement commences on January 1, 2001 and ends 20 years from the commencement date of services (which is January 1, 2003 or a later date up to March 30, 2003, as the City may advise, or an earlier agreed upon date). If the Adams Mine is ready for service on or after September 1, 2002, the City may decide to send waste earlier, i.e., a maximum of 350,000 tonnes of municipal waste prior to formal commencement at an approximate rate of 50,000 tonnes per month.

In the event of an uncontrollable circumstance suspending the obligations of the parties, the period of suspension may be added to the end of the term up to a maximum period of six months.

#### **5. Disposal Sites**

If, for any reason, service cannot be provided at the Adams Mine landfill for a period longer than 30 days following commencement of operations, the contractors must provide a contingency disposal site at the contractors' cost. Toronto have approved the two sites named as contingency disposal sites, namely, the Pine Tree Acres Landfill Site and the Woodland Meadows-Van Buren Landfill Site, both located in Michigan (and in respect of which Toronto undertook its due diligence). RCN may propose other contingency sites but the consent of Toronto would be required.

In the event the border is closed, there would be an uncontrollable circumstance which could lead to termination of the agreement.

#### **6. Timetable**

The Contractors must adhere to a timetable listed in the agreement with respect to the construction of the Adams Mine landfill. The Contractors must immediately notify Toronto in writing upon becoming aware that any of the individual listed tasks will not be successfully completed by the deadline for that task, including any testing or monitoring to confirm the hydraulic integrity of the Adams Mine landfill. RCN will provide, in such event, a proposed revised deadline in which the task(s) in question will be completed and also indicate the impact, if any, and necessary revisions, which will be made in respect of any other tasks subsequently affected by the revision to the deadline of the task(s) in question.

In the event that the timetable is to be deviated from, the Contractors must advise the City. Minor deviations in completion of the various milestones will be negotiated for mutual approval between Toronto and RCN, acting reasonably and in good faith.

In the event that the parties agree, acting reasonably and in good faith, that the Adams Mine site will not be ready by the commencement date in the agreement for any reason, whether resulting from an uncontrollable circumstance or otherwise, Toronto may delay the commencement date or the commissioning date by one year, or such period of delay as is mutually agreed, during

which period of delay Toronto will be under no obligation to deliver waste to RCN. Toronto could arrange for the delivery of municipal waste to any other site it chooses and RCN will reimburse Toronto for all costs incurred by Toronto in excess of the service fee during any period of delay.

In the event that the Adams Mine landfill remains not ready and able to accept waste on January 1, 2004, the City or RCN may, in its sole discretion terminate the agreement.

## **7. Environmental Management System and Record Keeping**

RCN and its subcontractors must develop, document and implement an environmental management system satisfactory to Toronto, acting reasonably. Such environmental management system would basically include, without limitation:

- (j) a formal environmental policy statement;
- (k) a clear specification of staff responsibilities and accountabilities;
- (l) a formal training program for staff;
- (m) appropriate written procedures;
- (n) objectives and targets to improve environmental performance;
- (o) monitoring programs to document and measure performance;
- (p) an emergency preparedness plan that identifies and addresses potential incidents;
- (q) an annual audit of the facility performance; and
- (r) ongoing senior management review of conformance to regulatory requirements and associated response to the issues and commitment to continuous improvement.

RCN must make available to Toronto stated documents, reports and information monthly, semi-annually and annually based on the nature of the documentation and information. For example, RCN must submit a report for the preceding month summarizing routine and extraordinary activities during the prior period and plans and schedules for all new or revised future activities. The monthly report must include, but not be limited to:

- (i) a comparison of the total tonnage and total number of loads picked-up at the Transfer Stations with the total tonnage and total number of loads received pursuant to the agreement at the disposal site;
- (ii) the total tonnage of all waste received at the disposal site, including a description and identification of the source of all waste received other than pursuant to the agreement;
- (iii) the condition of the facilities;
- (iv) any records of complaints required to be kept by RCN under any permit and any written notice from any regulatory authority regarding the Adams Mine landfill or transportation subcontractors;
- (v) any extraordinary occurrence affecting RCN's performance including but not limited to occurrences affecting the facilities;
- (vi) copies of the transaction tickets, invoices and/or receipts for the month;

- (vii) changes in the status and readiness of alternate facilities and emergency facilities;
- (viii) documentation regarding unacceptable waste, if any, gathered, produced and/or returned;
- (ix) a detailed list of any and all material safety violations; and
- (x) copies of all reports required to be filed with the Ministry of Environment and any other reports required by any regulatory authority with respect to the facilities, including, without limitation, reports on leachate quality, air emissions and ground water monitoring.

## **8. Confidentiality**

Given the above reporting requirements, RCN may reasonably designate documents as confidential business records, subject to MFIPPA or other law. If RCN is unwilling to provide such documents to Toronto, they may be inspected by a independent accountant or other agreed upon third party to determine relevance of the record. If determined to be relevant, Toronto may inspect the documents.

## **9. Alternative Operations and Emergency Operations Plans**

RCN must provide Toronto with plans for the correction and repair of any facility that becomes inadequate to satisfy the requirements of the agreement and to mitigate and correct hazards that may arise due to accident or disruption of the transportation and disposal services.

## **10. Tonnage**

Toronto is to deliver to RCN all of its municipal waste except for that portion that is to be treated, processed or disposed of by diversion or new and emerging technologies. Toronto may also substitute ICI waste in equivalent volumes. There is no minimum tonnage requirement in the agreement.

RCN takes title to the waste upon delivery to it at the transfer stations.

The price to be charged to the City (in 2001 dollars) is \$51.02 per tonne (haulage and disposal), with an annual increase equal to a 65 percent change in the Consumer Price Index for landfill and rail components and 100 percent for truck haulage. The disposal price charged will not be lower for other customers, with specified exceptions.

Toronto will be liable to pay any of the unavoidable increased costs incurred as a result of any change in law affecting the project. RCN would pay the first \$1.00 per tonne of any such increased costs.

### **11. Keele Valley Closure and Equipment**

At the City's option, RCN must purchase from Toronto its surplus landfill equipment resulting from the permanent closure of Keele Valley. The price of the surplus equipment will be as agreed to between RCN and Toronto. In the event that RCN and Toronto are not able to agree, the price will be the lower of book value or fair market value as determined by a mutually agreed upon third party.

### **12. Backhaul**

In the event that RCN engages in backhaul of any material, RCN pays to Toronto a royalty equal to one half the profits earned by RCN through backhaul.

### **13. Greenhouse Gas Credits**

If the Contractors receive any compensation related directly or indirectly to the reduction of Greenhouse Gas emissions related to waste or material that is received at the Adams Mine landfill or contingency disposal site, RCN pays Toronto an amount equal to fifty percent of such compensation, less \$2.00 per tonne of the specific credit generating material upon which the compensation is based. In effect, Toronto and RCN share in the first \$2.00 per tonne given that a price reduction of one dollar (\$1) is already reflected in the service fee with respect to Greenhouse Gas Emission credits.

### **14. Release of Toronto Mortgage on Adams Mine Landfill**

On or before the date of the first delivery of waste to the Adams Mine landfill, Toronto is to execute and deliver to RCN, in a form satisfactory to RCN acting reasonably, a full and final release and discharge in registrable form of the mortgage, and any other encumbrances, registered by the former Metropolitan Toronto securing its rights to the reimbursable cost of the consultant studies provided to Notre Development Corporation under prior option agreements.

### **15. Right of First Refusal**

RCN provides a right of first refusal to Toronto regarding any sale or other transfer of ownership of the Adams Mine landfill which right is registered against its title to the Adams Mine landfill on or before the commissioning of the site.

### **16. Retendering of Truck Haul**

The City has the one-time option, without obligation, to discontinue the use of the services of RCN for the provision of truck transportation from the transfer stations to the Railhead commencing ten years from the commencement of services. Should Toronto exercise this option, RCN must obtain bids for the provision of the truck transportation by public tender, which tender would be in accordance with the terms set out in the agreement and such further commercially reasonable terms as are consistent with the initial subcontract between RCN and Miller Waste Systems. RCN will be required to advise Toronto of all submitted prices, and to accept the lowest bid from a qualified bidder in accordance with the tender terms and conditions.

## **17. Default**

There are provisions that would allow termination:

- by Toronto in the event of default on the part of the contractors (for example, failure to substantially perform the basic disposal or transportation services for a period of 10 days, other than for an uncontrollable circumstance; or a material change in the operation of the disposal or transportation services that constitutes a breach of law and is not remedied, or a regulatory action that is not resolved, within 90 days or such longer time as is permitted by the regulatory authority)
- by the contractors in the event of default of the City,
- by the contractors or Toronto on the occurrence of a circumstance uncontrollable by the parties lasting longer than 6 months.

## **18. Securities**

RCN will provide a letter of credit and a performance bond in respect of the service obligations in accordance with the requirements of the RFP.

## **19. Insurance**

The contractors will provide insurance coverage in accordance with the requirements of the RFP.

## **20. Dispute Resolution**

There are provisions that would require arbitration as a means of resolving any disputes or claims under any agreement (after a good faith attempt at resolving the dispute in a meeting of the parties).



Appendix C.

GTA Regional Council Positions

Listed below are the current official positions of the GTA Regions of York, Durham, and Peel.

Region of York

Council Resolution of September 14, 2000.

1. “Regional Council accept in principle the proposal from Rail Cycle North for the hauling and disposal of solid waste residual from the Solid Waste Processing and Transfer Facility, subject to satisfactory negotiations and legal due diligence;
2. “Regional staff be authorized to negotiate with the City of Toronto, and the Regions of Peel and Durham, with respect to the allocation of waste tonnage and liabilities related to the Rail Cycle North proposal and financial reimbursement for the Adams Mine Site Landfill environmental approvals;
3. “Staff report back to the Solid Waste Strategy Committee at the conclusion of the negotiations.”

The foregoing recommendation was amended by adding an additional recommendation as follows:

“Staff be directed to investigate alternative diversion methods and report back in one year. In addition, the Region not enter into any disposal contracts that would preclude the use of any alternative diversion methods in the future.”

Region of Durham

Council Resolution of September 20, 2000

- a) “That the Region of Durham accept, in principle, a proposal from Rail Cycle North for a ‘no put or pay’ contract for the hauling and disposal of solid non hazardous residual municipal waste from Durham, subject to further negotiations to include the Region’s ability to pursue current diversion strategies such as energy from waste and as outlined in Joint Report #2000-J-13 of the Commissioners of Works and Finance;
- b) “That the Region of Durham undertake negotiations with Miller Waste Systems Inc. for the receiving and processing of residual municipal waste at their waste transfer stations located in Durham;

- c) “That the Region of Durham negotiate with the City of Toronto and the Regions of York and Peel for the allocation of waste tonnage and liabilities related to the Rail Cycle North proposal;
- d) “That the Region of Durham accept the offer from the City of Toronto to continue to use the Keele Valley Landfill Site for the disposal of residual municipal waste, until the landfill site is closed, at the current disposal rate of \$45 per tonne;
- e) “That the Region of Durham continue to actively promote the benefits of waste diversion, as outlined in the Region’s ‘Long Term Waste Management Strategy Plan: 2000 to 2020’, through the annual ‘Solid Waste Management Servicing and Financing Studies’ by considering:
  - 1) the addition of more materials to the Blue Box recycling program,
  - 2) the introduction of organic household food and yard waste composting programs,
  - 3) the support of additional re-use programs, and
  - 4) the expansion of waste diversion programs at Regional Waste Disposal Sites; and
- f) “That a copy of Joint Report #2000-J-13 of the Commissioners of Works and Finance, be forwarded to the City of Toronto and the Regions of York and Peel for their information.”

Region of Peel.

Council Resolution of September 14, 2000.

“That Regional Council not endorse the Canadian Waste Services (CWS) Adams Mine Proposal until, among other things, that Regional Council is satisfied that the Adams Mine site will be engineered so that it is environmentally safe and will comply with all conditions required by the Certificate of Approval (C of A) issued under the Environmental Protection Act, R.S.O. 1990.”