

(l) "Site" means the property, including but not be limited to the processing/storage building and the outdoor storage facility approved to operate under this Provisional Certificate of Approval and located at 117 Toryork Drive in the City of Toronto; and

(o) "trained" means knowledgeable regarding the terms, conditions and requirements of this Provisional Certificate of Approval and Site operations, including occupational health and safety and environmental concerns pertaining to the waste to be processed, Site contingency plans and emergency procedures and relevant legislation.

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

TERMS AND CONDITIONS

GENERAL

1. Except as otherwise provided by these Conditions, the Site shall be designed, developed, used, maintained and operated, and all facilities, equipment and fixtures shall be built and installed, in accordance with the application dated April 3, 2001 and the plans and specifications and supporting documentation listed in Schedule "A".

2. The requirements specified in this Certificate are the requirements under the Act. The issuance of this Certificate in no way abrogates the Company's legal obligations to take all reasonable steps to avoid violating other applicable provisions of the Act and other legislation and regulations and to obtain any other approvals required by legislation.

3. The requirements of this Certificate are severable. If any requirement of this Certificate or the application of any requirement of this Certificate to any circumstance, is held invalid, the application of such requirement to other circumstances and the remainder of this Certificate shall not be affected in any way.

4. The Company shall ensure compliance with all terms and conditions of this Certificate. Any non-compliance constitutes a violation of the Act and is grounds for enforcement.

5. (a) The Company shall, forthwith upon request of the Director, District Manager, or Provincial Officer (as defined in the Act), furnish any information requested by such persons with respect to compliance with this Certificate including but not limited to, any records required to be kept under this Certificate; and

(b) in the event the Company provides the Ministry with information records, documentation or notification in accordance with this Certificate (for the purposes of this condition referred to as "Information"),

(i) the receipt of Information by the Ministry;

(ii) the acceptance by the Ministry of the Information's completeness or accuracy; or

(iii) the failure of the Ministry to prosecute the Applicant, or to require the Applicant to take any action, under this Certificate or any statute or regulation in relation to the Information

shall not be construed as an approval, excuse or justification by the Ministry of any act or omission of the Company relating to the Information, amounting to non-compliance with this Certificate or any statute or regulation.

6. The Company shall allow Ministry personnel, or a Ministry authorized representative(s), upon presentation of credentials, to:

(a) carry out any and all inspections authorized by Section 156, 157 or 158 of the Act, Section 15, 16, or 17 of the *Ontario Water Resources Act*, R.S.O. 1990, or Section 19 or 20 of the *Pesticides Act*, R.S.O. 1990, as amended from time to time, of any place to which this Certificate relates; and,

without restricting the generality of the foregoing to:

- (b) (i) enter upon the premises where the records required by the conditions of this Certificate are kept;
- (ii) have access to and copy, at any reasonable time, any records required by the Conditions of this Certificate;
- (iii) inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations required by the conditions of this Certificate; and
- (iv) sample and monitor at reasonable times for the purposes of assuring compliance with the conditions of this Certificate.

7. (a) Where there is a conflict between a provision of any document referred to in Schedule "A", and the conditions of this Certificate, the conditions in this Certificate shall take precedence; and

(b) Where there is a conflict between documents listed in Schedule "A", the document bearing the most recent date shall prevail.

8. The Company shall ensure that all communications/correspondence made pursuant to this Certificate include reference to the number of this Certificate.

9. The Company shall notify the Director in writing of any of the following changes within thirty (30) days of the change occurring:

(a) change of Company or operator of the Site or both;

(b) change of address or address of the new Company;

(c) change of partners where the Company or operator is or at any time becomes a partnership, and a copy of the most recent declaration filed under the *Business Names Act*, 1991 shall be included in the notification to the Director;

(d) any change of name of the corporation where the Company or operator is or at any time becomes a corporation, and a copy of the most current "Initial Notice or Notice of Change" (form 1 or 2 of Ontario Regulation 182, Chapter C-39, R.R.O. 1990 as amended from time to time), filed under the Corporations Information Act shall be included in the notification to the Director; and

(e) change in directors or officers of the corporation where the Company or operator is or at any time becomes a corporation, and a copy of the most current "Initial Notice or Notice of Change" as referred to in 9(d). supra.

10. In the event of any change in ownership of the Site, the Company shall notify, in writing, the succeeding owner of the existence of this Certificate, and a copy of such notice shall be forwarded to the Director.

11. Any information relating to this Certificate and contained in Ministry files may be made available to the public in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. F-31.

12. (a) The Company shall ensure that the Site is not operated unless all approvals under Section 9 of the Act, where applicable, have been obtained.

(b) The Company shall ensure that the Site is not operated unless all approvals under Section 53 of the *Ontario Water Resources Act*, R.S.O. 1990, where applicable, have been obtained.

SITE OPERATIONS

Receipt and Storage of Wastes and Recyclable Materials

CONTENT COPY OF ORIGINAL

13. The Site shall only accept solid non-hazardous waste limited to the Approved Waste generated within the following municipalities: City of Toronto, City of Mississauga, City of Vaughan and Town of Richmond Hill.
14. The total amount of Approved Waste accepted daily at the Site shall not exceed 200 tonnes.
15. The total amount of waste, consisting of unprocessed and residual wastes, currently approved to be stored at the Site at any time, shall not exceed 200 tonnes. The total amount of the recyclable materials resulting from processing activities undertaken at the Site, approved by this Certificate to be stored at the Site at any time, shall not exceed a maximum of 50 tonnes.
16. (a) Prior to being accepted at the Site, all incoming Approved Waste shall be inspected by a trained employee(s) and shall only be permitted to enter the Site if the Site is approved to accept that type of waste.
- (b) The Company shall prepare a protocol describing follow-up procedures after occurrences of delivery of unacceptable wastes, including putrescible waste. The follow-up shall be undertaken with both, the waste generator and the waste hauler.
- (c) The protocol described in subcondition No. 16(b) shall be created by the company within 2 weeks following the receipt of the first load of waste and it shall be kept at the Site so that it can be made available on for inspection by the Ministry staff, if necessary.
17. During the unloading/loading of all Approved Waste, except for the recyclable materials approved to be stored outdoors, the Company shall ensure that all vehicles are positioned such that the Approved Waste is unloaded/loaded within the confines of the building.
18. (a) All unprocessed and residual waste shall be stored within the confines of the building, at all times.
- (b) All storage containers that are to be located outdoors, shall be covered at all times.
- (c) Recyclable materials approved to be stored in the outdoor containers are limited to concrete: brick and block, and metal. All other recyclable materials shall be stored within the confines of the building.
- (d) All storage containers must be loaded within the confines of the building.
- (e) The outdoor storage containers and all the other storage areas within the confines of the building shall be located as shown on Item No. 5 of Schedule "A".
19. (a) Any putrescible waste commingled with the waste approved for processing at the Site shall not be stored at the Site for longer than 24 hours. If any environmental adverse effects occur as a result of the presence of putrescible waste, such a waste must be removed from the Site immediately.
- (b) In the event that waste or recyclable materials cannot be removed from the Site and the total approved storage capacity is reached, the Company
- (i) must cease accepting additional waste to ensure the total approved storage capacity does not exceed the maximum amount approved by this Certificate;
- (ii) submit to the District Manager, a schedule for removal the stored waste, within 5 days of reaching the storage capacity; and
- (iii) remove stored waste in accordance with the schedule required in subcondition No. 19(b)(ii).
20. (a) All wastes generated at the Site must be managed and disposed in accordance with the Act and Regulation 347.
- (b) The total amount of residual waste arising out of the processing of the Approved Waste and leaving the Site for final disposal shall not exceed 199 tonnes per day.

(c) The total amount of waste from transfer operations together with the residual waste arising out of the processing of the Approved Waste and leaving the Site for final disposal shall not exceed 299 tonnes per day.

General Operations and Maintenance

21. The Site's operating hours are restricted to 7 a.m. to 7 p.m. Monday to Saturday. During an emergency situation the Site may operate outside of these hours if approved in writing by the Municipality.

22. The Site shall be maintained in a secure manner, so that unauthorized persons cannot enter the Site. No waste shall be received at the Site except during the operating hours when the Site is under the supervision of the trained Site personnel. When the Site is not in operation, the gate shall be securely locked.

23. The Company shall operate and maintain the Site in a manner which ensures the health and safety of all persons and the protection of the environment through active prevention of any possible environmental adverse effects, including but not be limited to odours, dust, litter, vectors, vermin, rodents, noise and surface water run-off.

24. (a) The Company shall operate and maintain the Site in accordance with a Site Operation and Maintenance Manual.

(b) The Company shall prepare, not later than thirty (30) days prior to the first receipt of the waste, a Site Operation and Maintenance Manual outlining the Site operating procedures, as approved by this Certificate and defined by Condition No. 1. This manual shall include, but not be limited to:

(i) incoming waste inspection procedures, including the follow-up on unacceptable waste delivered to the Site;

(ii) Site operation and maintenance procedures, as described in the supporting documentation listed in Schedule "A" or as required by conditions of this Certificate;

(iii) schedule for inspections at the Site, including outdoor storage facilities, as required by Condition No. 30, below;

(iv) waste and recyclable materials handling and storage procedures; and

(v) Contingency Plan as required by Condition No. 33, below.

(c) Any changes to the Site Operation and Maintenance Manual shall be submitted to the District Manager prior to their implementation.

25. (a) If at any time problems such as odours, dust, litter, noise, vectors, vermin, rodents or other nuisances are generated at the Site, including all on-Site roads, the Company shall take appropriate, immediate remedial action to eliminate the problem.

(b) If at any time, the Company receives complaints regarding the operation of the Site, the Company shall respond to these complaints according to the following procedure:

(i) the Company shall record each complaint on a formal complaint form entered in a sequentially numbered log book or an electronic file, according to Condition No. 37, below; and

(ii) the Company 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.

26. Insect, vermin and rodents shall be controlled at the Site using a licensed exterminator, according to the schedule identified in Item 2 of Schedule "A".

27. No scavenging of waste is permitted to take place at the Site.

28. No burning or incineration of any materials is permitted at the Site.

29. All wastewater from the Site must be discharged in accordance with the *Ontario Water Resources Act*, R.S.O. 1990 or in accordance with the applicable local Municipal Sewer Use By-law.

30. (a) The Company shall conduct regular weekly inspections, on a predetermined day of the week. The Company shall inspect the equipment and facilities at the Site to ensure that all equipment and facilities are operated in a manner that will not negatively impact the environment. Any deficiencies, that might negatively impact the environment detected during these regular inspections shall be promptly corrected.

(b) On each operating day, the Company shall conduct a visual inspection of the security fence, the outdoor storage containers and the indoor waste locations to ensure that any potential problems such as odours, dust, litter, vectors, vermin, rodents and other nuisances are controlled and that any possibility of fire is minimized.

31. A sign shall be posted in a prominent location at the Site entrance clearly stating the Company name, the hours of operation and staff contact name and telephone number to call with complaints or in the event of an emergency.

EMERGENCY RESPONSE AND CONTINGENCY PLANS

32. (a) All emergency situations at the Site, including spills, fires and upsets shall be reported immediately to the Ministry's Spills Action Centre at (416) 325-3000 or 1-800-268-6060, and as soon as possible to the District Manager and to the Municipality.

(b) The spills shall be cleaned up and the waste material resulting from the spill shall be managed and disposed of in accordance with Regulation 347.

(c) The Company shall record the details of the emergency situations in a dedicated log book or in a dedicated electronic file, in accordance with the records keeping Condition No. 36, below.

33. A Contingency Plan shall prepared and kept at the Site in a readily-available location. The following information is to be included in this Plan:

(a) emergency response procedures, including notification, duties of employees designated as emergency response personnel and use of spill clean-up equipment and fire fighting equipment;

(b) list of home and business phone numbers and work locations of all person(s) responsible for the Site;

(c) the list of emergency phone numbers for the local Ministry office, Ministry's Spills Action Centre, and the Local Police and Fire Department;

(d) measures to prevent spills and fires, including daily inspections of the outside storage bunkers;

(e) maintenance and testing program for spill clean-up equipment and fire fighting equipment;

(f) procedures for groundwater and surface water protection; and

(g) training of Site operators and Site emergency response personnel.

34. All employees shall be trained with respect to the location and contents of the Contingency Plan and their role(s) in an emergency response situation.

RECORD KEEPING

35. The Company shall establish and maintain a written record of daily operations at the Site. This record shall be in the form of a log or a dedicated electronic file and it shall include as a minimum the following information:

(a) date of record;

(b) hours of operation;

(c) type, amount (in tonnes) and source of waste received;

(d) amount (in tonnes) and destination of waste, shipped from the Site;

(e) amount (in tonnes) of residual waste shipped from the Site;

(f) amount (in tonnes) and destination of recyclable materials, shipped from the Site;

(g) amount of waste and/or residual waste stored at the Site overnight;

(h) description of any floor cleaning activities undertaken; and

(i) description of any dust suppression activities undertaken at the Site.

36. The Company shall establish and maintain a written record of all emergency situations at the Site. This record shall be in the form of a log or a dedicated electronic file and it shall include, as a minimum, the following information:

(a) type of the emergency situation and the resulting environmental impact;

(b) actions taken to address the impact;

(c) description of how any waste generated as a result of the emergency situation was stored and/or removed from the Site; and

(d) actions taken to prevent the re-occurrence of a similar emergency situation in the future.

37. The Company shall establish and maintain a written record of complains received at the Site. This record shall be in the form of a log or a dedicated electronic file and it shall include, as a minimum, the following information:

(a) date and time of any complaints received at the Site and their nature;

(b) name, address and telephone number of the complainant;

(c) nature of the complaint;

(d) date and description of any remedial actions taken to address the received complaint; and

(e) actions taken to prevent the re-occurrence of a similar incident, in the future.

38. The Company shall establish and maintain a written record of the Site inspections as required by Condition No. 30. This record shall be in the form of a log or a dedicated electronic file and it shall include, as a minimum, the following information:

(a) date and time of inspection;

(b) name, title and signature of trained personnel conducting the inspection; and

(c) a listing of all equipment, fencing, signs, etc. inspected and any deficiencies observed; and

(d) recommendations for remedial action and the completion date of such action.

39. The Company shall establish and maintain a written record of all occurrences of receipt of unacceptable waste at the

Site. This record shall be in the form of a log or a dedicated electronic file and it shall include, as a minimum, the following information:

- (a) waste generator;
- (b) type of unacceptable waste;
- (c) amount of unacceptable waste;
- (d) disposition of unacceptable waste; and
- (e) actions taken by the Company to prevent recurrence.

40. The Company shall retain at the Site for a minimum of two (2) years from the date of their creation, or longer if requested in writing by the District Manager, all records and information relating to or resulting from the activities approved under this Certificate, and shall make all records and information available at all times for inspection by a Provincial Officer.

ANNUAL REPORT

41. The Company shall prepare, and submit to the District Manager, by March 31 of each year, commencing with March 31, 2002, an annual report on the operation of the Site. The report shall cover the previous calendar year and include, as a minimum, the following information:

- (a) summary of the type and quantity of all incoming and outgoing wastes, including the quantity of residual waste resulting from the processing operations taking place at the Site, sources of the incoming wastes and destinations of the outgoing wastes and recyclable materials;
- (b) records pertaining to receipt of unacceptable waste at the Site;
- (c) any environmental and operational problems encountered during the operation of the Site or during the facility inspections and any mitigative actions taken;
- (d) a statement as to compliance with all conditions of this Certificate; and
- (e) any recommendations to minimize any potential environmental impacts that may result from the operation of the Site.

FINANCIAL ASSURANCE

42. (a) The Company shall submit to the Director, Financial Assurance as defined in Section 131 of the Act, in the amount of \$11,787.00. This Financial Assurance shall be in a form and amount acceptable to the Director and shall provide sufficient funds for the analysis, transportation, site clean-up, monitoring and disposal of up-to 200 tonnes of waste and 50 tonnes of recyclable materials that could be stored at the Site at any one time.

- (b) No processing operations shall be carried out, or any waste accepted at the Site, unless the Ministry has received the appropriate amount of Financial Assurance as outlined in Condition No. 42(a), above;
- (c) Commencing on March 31, 2002 and on an annual basis thereafter and whenever the Company wishes to increase the amount of waste to be stored at the Site as indicated in Condition No. 42(a), the Company shall provide to the Regional Director a re-evaluation of the amount of the Financial Assurance to facilitate the actions required under Condition 42(a). The Financial Assurance must be submitted to the Director within ten (10) days of written acceptance of the re-evaluation by the Director; and
- (d) The amount of Financial Assurance is subject to review at any time by the Director and may be amended at his/her discretion. If any Financial Assurance is scheduled to expire or notice is received, indicating Financial Assurance will not be renewed, and satisfactory methods have not been made to replace the Financial

Assurance at least sixty (60) days before the Financial Assurance terminates, the Company shall forthwith replace the Financial Assurance with cash.

CLOSURE PLAN

43. (a) The Company must submit, for approval by the Director, a detailed, written Site Closure Plan for the Site six (6) months prior to closure of the Site. This plan must include, as a minimum, a description of the work that will be done to facilitate closure and clean-up of the Site and a schedule for completion of that work; and

(b) Within ten (10) days following closure of the Site, the Company must notify the Director, in writing, that the Site is closed and that the Site Closure Plan has been implemented.

SCHEDULE "A"

This Schedule "A" forms part of this Provisional Certificate of Approval:

1. Application for Approval of a Waste Disposal Site dated April 3, 2001, signed by John Rossi, SEJJ Environmental Solutions Inc., and the report entitled "Report for Ontario Ministry of Environment, Application for a Provisional Certificate of Approval for a Waste Disposal Site for SEJJ Environmental Solutions Inc., 117 Toryork Drive, Toronto, Ontario, L3R 1E3", prepared by Calearth International Development Inc.
2. Letter dated May 15, 2001 from Gerry Mintz, Calearth International Development Inc. to Margaret Wojcik, Ministry of the Environment, containing additional information on the proposed design and operation of the site and the contingency measures for the emergency situations.
3. Facsimile transmission dated July 18, 2001, from Irena Cooney, Toronto District Office, Ministry of the Environment, to Margaret Wojcik, Ministry of the Environment, containing additional information on the proposed design and operation of the site obtained during a meeting the proponent.
4. Letter dated August 27, 2001, from John Rossi, Calearth International Development Inc., to Margaret Wojcik, Ministry of the Environment, containing additional information on the design and operation of the site, and the quotations required for estimate of the financial assurance.
5. Facsimile transmission from SEJJ Environmental Solutions Inc., dated October 10, 2001 showing the location of the outdoor storage.

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

1. Conditions 1- 4, inclusive, and 7 - 12, inclusive, and 29 are included to clarify the legal rights and responsibilities of the Company.
2. Conditions 5 and 6 are included to ensure that the appropriate Ministry staff have ready access to the operations of the Site which are approved under this Certificate. Condition 6 is supplementary to the powers of entry afforded a Provincial Officer pursuant to the Act, the Ontario Water Resources Act and the Pesticides Act, as amended.
3. Conditions 13 - 16, inclusive, are included to ensure that the types and amounts of waste received, processed and stored at the Site are in accordance with that as proposed by the Company and as approved by this Certificate.
4. Condition 17 is included to ensure that the receipt and shipment off the Site of waste and other materials handled at the Site is done in a which does not result in a nuisance or a hazard to the health and safety of the environment or people.
5. Condition 18 is included to describe the storage facility approved by this Certificate.
6. Condition 19 is included to describe the storage duration approved by this Certificate.
7. Condition 20 is included to ensure that the all wastes and materials are shipped off the Site in accordance with the requirements of the Act, relevant regulations and policy requirements.
8. Condition 21 is included to define the operating hours of the Site, as proposed by the Company and to provide an

approval mechanism for operation outside these approved hours.

9. Condition 22 is included to minimize the risk of unauthorized entry and to ensure that the Site is only operated in presence of trained personnel to ensure proper management of waste.

10. Conditions 23-28, inclusive, and 30-34, inclusive, are included to ensure that the Site is operated in a manner which does not result in a nuisance or a hazard to the health and safety of the environment or people.

Condition 25(b) is also included to ensure that the complaints are effectively and quickly resolved.

11. Conditions 35 - 41, inclusive, are included to ensure that the Company keeps records of the appropriate information and submits an annual summary report to this Ministry so that the operation can be evaluated to ensure compliance with the Ministry's requirements.

12. Condition 42 is included to ensure that sufficient funds are available to the Ministry to clean up the Site in the event that the Company is unable or unwilling to do so.

13. Condition 43 is included to ensure that the Site is closed in accordance with Ministry standards and to protect the health and safety of the public and the environment.

In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, as amended, you may by written Notice served upon me, the Environmental Appeal Board and in accordance with Section 47 of the Environmental Bill of Rights, S.O. 1993, Chapter 28, the Environmental Commissioner, within 15 days after receipt of this Notice, require a hearing by the Board. The Environmental Commissioner will place notice of your appeal on the Environmental Registry. Section 142 of the Environmental Protection Act, provides that the Notice requiring the hearing shall state:

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the waste disposal site is located;

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

Environmental Appeal Board
2300 Yonge St., 12th Floor
P.O. Box 2382
Toronto, Ontario
M4P 1E4

1075 Bay Street, 6th Floor
Suite 605
Toronto, Ontario
M5S 2B1

Section 39, *Environmental Protection Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

CONTENT COPY OF ORIGINAL

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

The above noted waste disposal site is approved under Section 39 of the Environmental Protection Act.

DATED AT TORONTO this 22nd day of October, 2001

Ian Parrott, P.Eng.
Director
Section 39, *Environmental Protection Act*

MW/
c: District Manager, MOE Metro Toronto - District
Gerry Mintz, P.Eng., Calearth International Development Inc.



Ministry
of the
Environment

Ministère
de
l'Environnement

AMENDMENT TO PROVISIONAL CERTIFICATE OF APPROVAL
WASTE MANAGEMENT SYSTEM
NUMBER A841193
Notice No. 1

Ontario

J. R. Contracting Property Services Ltd.
117 Toryork Drive
Toronto, Ontario
M9L 1X9

You are hereby notified that I have amended Provisional Certificate of Approval No. A841193 issued on September 21, 1992 for a waste management system serving the Province of Ontario, as follows:

The address of the Company has changed as follows:

FROM: 8540 Keele Street, Unit 28, Concord, Ontario L4K 2N2

TO: 117 Toryork Drive, Toronto, Ontario M9L 1X9

The reason for this amendment to the Certificate of Approval is as follows:

All in accordance with the fax dated June 12, 2001 and fax dated March 4, 2002, from Carla Millett of J.R. Contracting Property Services Limited.

This Notice shall constitute part of the approval issued under Provisional Certificate of Approval No. A841193 dated September 21, 1992

In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, as amended, you may by written Notice served upon me, 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:

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the waste management system is located;

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
2300 Yonge St., 12th Floor
P.O. Box 2382
Toronto, Ontario
M4P 1E4

AND

The Director
Section 39, *Environmental Protection Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the

CONTENT COPY OF ORIGINAL

Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca

The above noted waste management system is approved under Section 39 of the Environmental Protection Act, and is subject to the Regulations made thereunder.

DATED AT TORONTO this 13th day of March, 2002

Ian Parrott, P.Eng.
Director
Section 39, *Environmental Protection Act*

BR/

c: District Manager, MOE Toronto District Office
Anna Gortva, MOE EMRB
John Rossi, J. R. Contracting Property Services Ltd.
Carla Millett, J.R. Contracting Property Services Ltd.

Date Required:

2009/12/05



Ministry of the Environment
Ministère de l'Environnement

AMENDED PROVISIONAL CERTIFICATE OF APPROVAL
WASTE DISPOSAL SITE
NUMBER 0854-524QUQ
Issue Date: November 5, 2009

SEJJ Environmental Solutions Inc.
117 Toryork Dr
Toronto, Ontario
M9L 1X9

Site Location: 117 Toryork Drive
117 Toryork Dr
Toronto City,
M9L 1X9

You have applied in accordance with Section 27 of the Environmental Protection Act for approval of:

a waste disposal site (transfer/processing)

For the purpose of this Certificate of Approval and the terms and conditions specified below, the following definitions apply:

1. **"Certificate"** means this entire provisional certificate of approval document, issued in accordance with section 39 of the EPA, and includes any schedules to it, the application and the supporting documentation listed in Schedule "A";

"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" means the District Manager of the local district office of the Ministry in which the Site is geographically located;

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

"Ministry" means the Ontario Ministry of the Environment;

"Operator" means any person, other than the Owner's employees, authorized by the Owner as having the charge, management or control of any aspect of the site, and includes its successors or assigns;

"Owner" means any person that is responsible for the establishment or operation of the Site being approved by this Certificate, and includes SEJJ Environmental Solutions Inc., its successors and assigns;

"OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c. O-40, as amended from time to time;

"PA" means the Pesticides Act, R.S.O. 1990, c. P-11, as amend 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" means the Regional Director of the local Regional Office of the Ministry in which the Site is located;

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

"Site" means the site and waste management infrastructure located at 117 Toryork Drive, Toronto, Ontario, approved by this Certificate;

"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 management of unacceptable waste loads;
- h. the requirements of this Certificate.

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

TERMS AND CONDITIONS

GENERAL

Compliance

2. The Owner and Operator shall ensure compliance with all the conditions of this Certificate and shall ensure that any person authorized to carry out work on or operate any aspect of the Site is notified of this Certificate and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
3. Any person authorized to carry out work on or operate any aspect of the Site shall comply with the conditions of this Certificate.

Build, etc. in Accordance

4. Except as otherwise provided by this Certificate, the Site shall be designed, developed, built, operated and maintained in accordance with the application for this Certificate, revised and resubmitted on June 30, 2009 to replace the original application submitted on September 14, 2007, and the supporting documentation listed in Schedule "A".

Interpretation

5. Where there is a conflict between a provision of any document, including the application, referred to in this Certificate, and the conditions of this Certificate, the conditions in this Certificate shall take precedence.
6. 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.
7. 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.
8. The requirements of this Certificate are severable. If any requirement of this Certificate, or the application of any requirement of this Certificate to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this certificate shall not be affected thereby.

Other Legal Obligations

9. The issuance of, and compliance with the conditions of, this Certificate does not:

- a. relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
- b. limit in any way the authority of the Ministry to require certain steps be taken or to require the Owner and Operator to furnish any further information related to compliance with this Certificate.

Adverse Effects

10. The Owner and Operator shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the Site, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.

11. Despite an Owner, Operator or any other person fulfilling any obligations imposed by this certificate the person remains responsible for any contravention of any other condition of this Certificate or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

Change of Owner

12. 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:

- a. the ownership of the Site
- b. the Operator of the Site;
- c. the address of the Owner or Operator;
- d. the partners, where the Owner 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; or
- e. the name of the corporation where the Owner 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.

13. 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 sufficient financial assurance is deposited with the Ministry to ensure that these conditions will be carried out. In the event of any change in Ownership of the Site, other than change to a successor municipality, the Owner shall notify the successor of and provide the successor with a copy of this Certificate, and the Owner shall provide a copy of the notification to the District Manager and the Director.

Financial Assurance

14. The Owner shall submit to the Director, within thirty (30) days of the date of issuance of this Certificate, Financial Assurance as defined in Section 131 of the EPA, in the amount of \$71,988.86. This Financial Assurance shall be in a form and amount acceptable to the Director and shall provide sufficient funds to pay for compliance with and performance of any action specified in this Certificate, including the site clean-up, monitoring and disposal of all quantities of waste on-site, closure and post-closure care of the Site and contingency plans for the Site.

15. A written report reviewing the Financial Assurance required by the conditions in this Certificate shall be submitted to the Director and the District Manager by March 31, 2010, and shall be updated and re-submitted every three (3) years on the anniversary date, and shall include updates of the discount, interest and inflation rates associated with the requirements for Financial Assurance in this Certificate including justifications and sources of the proposed rates.

16. If any Financial Assurance is scheduled to expire or notice is received, indicating Financial Assurance will not be renewed, and satisfactory methods have not been made to replace the Financial Assurance at least 60 days before the Financial Assurance terminates, the Financial Assurance shall forthwith be replaced by cash.