



PROVISIONAL CERTIFICATE OF APPROVAL
WASTE DISPOSAL SITE
NUMBER 3784-86AKP3
Issue Date: September 20, 2010

Treadcraft Ltd.
220 Ramsey Dr
Dunnville, Ontario
N1A 2X1

Site Location: Treadcraft Ltd.
220 Ramsey Dr Dunnville
Haldimand County,
N1A 2X1

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

a waste disposal site with a total site area of 6.1 hectares;

to be used for the processing and transfer of the following types of waste:

used tires

Note: Use of the site for any other type of waste is not approved under this Certificate, and requires obtaining a separate approval amending this Certificate.

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

- (a) “**Act**” means the *Environmental Protection Act*, R.S.O. 1990, C.E-19, as amended;
- (b) “**Certificate**” means this entire provisional Certificate of Approval document, issued in accordance with section 39 of the *Act*, and includes any Schedules to it, the application and the supporting documentation listed in Schedule "A";
- (c) “**crumb rubber**” has the same meaning as defined in Ontario Regulation 347;
- (d) “**Director**” means any Ministry employee appointed in writing by the Minister pursuant to section 5 of the *Act* as a Director for the purposes of Part V of the *Act*;
- (e) “**District Manager**” means the District Manager of the Hamilton District Office, Ontario Ministry of the Environment;
- (f) “**District Office**” means the Hamilton District Office, Ontario Ministry of the Environment;
- (g) “**Ministry**” and “**MOE**” means the Ontario Ministry of the Environment;
- (h) “**OWRA**” means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended;
- (i) “**Ontario Regulation 347**” means Ontario Regulation 347, R.R.O. 1990, General - Waste Management, made under the *Act*, as amended from time to time;

- (j) "**Owner**" or "**Company**" means any person that is responsible for the establishment or operation of the *Site* being approved by this *Certificate*, and includes Treadcraft Ltd., its successors and assigns;
- (k) "**PA**" means the *Pesticides Act*, R.S.O. 1990, c. P-11, as amended from time to time;
- (l) "**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 *Act* or section 17 of *PA*;
- (m) "**processed waste**" means crumb rubber, mulch, tire fibre and scrap steel generated after whole *used tires* have gone through the *Owner's* processing operation, and are destined for an end user;
- (n) "**residual waste**" means waste components that are generated after whole *used tires* have gone through the *Owner's* processing operation, and are destined for re-use or final disposal at a *ministry* approved facility;
- (o) "**Site**" means the property located at 220 Ramsey Drive, Dunnville, Ontario approved by this *Certificate*;
- (p) "**Used Tires**" means tires that are used and have not been refurbished for road use.

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

TERMS AND CONDITIONS

1.0 Compliance

1.1 The *Owner* 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.

1.2 Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *Certificate*.

2.0 In Accordance

2.1 Except as otherwise provided for in this *Certificate*, the *Site* shall be designed, developed, built, operated and maintained in accordance with the application for a Certificate of Approval for a Waste Disposal Site dated June 23, 2009, and the supporting documentation listed in Schedule "A".

3.0 Interpretation

3.1 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.

3.2 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.

3.3 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.

3.4 The conditions of this *Certificate* are severable. If any condition of this *Certificate*, or the application of any condition of this *Certificate* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Certificate* shall not be affected thereby.

4.0 Other Legal Obligations

4.1 The issuance of, and compliance with, 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* to furnish any further information related to compliance with this *Certificate*.

4.2 All wastes at the *Site* shall be managed and disposed in accordance with the *Act* and *Ontario Regulation 347*.

4.3 The *Owner* shall ensure that:

- (a) all equipment discharging to air operating at the *Site* are approved under Section 9 of the *Act*; and
- (b) all effluent is discharged in accordance with *OWRA*.

5.0 Adverse Effect

5.1 The *Owner* 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.

5.2 Despite an *Owner* 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.

6.0 Change of Owner

6.1 The *Owner* shall notify the *Director*, in writing, and forward a copy of the notification to the *District Manager*, within 30 days of the occurrence of any changes in the following information:

- (a) the ownership of the *Site*;
- (b) the name or address of the *Owner*;
- (c) 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;

6.2 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.

6.3 In the event of any change in Ownership of the works, 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*.

7.0 Financial Assurance

7.1 (a) Within twenty (20) days of the issuance date of this *Certificate*, the *Owner* shall submit financial assurance in the amount of seventeen thousand five hundred eighty dollars (\$CDN 17,580.00). This financial assurance shall be in a form acceptable to the *Director* and shall provide sufficient funds for the loading, transportation and disposal of all quantities of waste on-site at any one time, clean-up of the *Site* and a contingency fee;

(b) Commencing on July 1, 2013, and every three (3) years thereafter, the *Owner* shall provide to the *Director* a re-evaluation of the amount of the financial assurance to facilitate the actions required under Condition 7.1(a). The financial assurance must be submitted to the *Director* within twenty (20) days of written acceptance of the re-evaluation by the

Director;

(c) Commencing on July 1, 2011, the *Owner* shall prepare and maintain at the *Site* an updated re-evaluation of the amount of financial assurance required to implement the actions required under Condition 7.1(a) for each of the intervening years in which a re-evaluation is not required to be submitted to the *Director* under Condition 7.1(b). The re-evaluation shall be made available to the *Ministry*, upon request.

(d) The amount of financial assurance is subject to review at any time by the *Director* and may be amended at his/her discretion; and

(e) 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.

8.0 Inspections

8.1 No person shall hinder or obstruct a *Provincial Officer* from carrying out any and all inspections authorized by the *OWRA*, the *Act*, or the *PA*, of any place to which this *Certificate* relates, and without limiting the foregoing:

- (a) to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this *Certificate* are kept;
- (b) to have access to, inspect, and copy any records required to be kept by the conditions of this *Certificate*;
- (c) to inspect the *Site*, related equipment and appurtenances;
- (d) to inspect the practices, procedures, or operations required by the conditions of this *Certificate*; and
- (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *Certificate* or the *Act*, the *OWRA* or the *PA*.

9.0 Information and Record Retention

9.1 Any information requested, by the *Ministry*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request, in a timely manner.

9.2 The receipt of any information by the *Ministry* or the failure of the *Ministry* to prosecute any person or to require any person to take any action, under this *Certificate* or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:

- (a) an approval, waiver, or justification by the *Ministry* of any act or omission of any person that contravenes any term or condition of this *Certificate* or any statute, regulation or other legal requirement; or
- (b) acceptance by the *Ministry* of the information's completeness or accuracy.

9.3 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.

9.4 All records and monitoring data required by the conditions of this *Certificate* must be kept on the *Owner's* premises for a minimum period of two (2) years from the date of their creation.

10.0 Approved Waste & Service Area

10.1 This *Site* is approved to accept *used tires* from within the Province of Ontario.

10.2 Notwithstanding Condition 10.1, the *Site* shall not accept *used tires* from a facility in Ontario which received the *used tires* from outside the Province of Ontario.

11.0 Hours of Operation

11.1 This *Site* is approved to receive *used tires* between the hours of 7:00am and 7:00pm, Monday to Saturday and to operate twenty-four (24) hours each day, seven (7) days a week.

12.0 Approved Waste Quantity, Processes and Storage

12.1 The *Owner* is approved to shred and grind *used tires* at the *Site* to generate crumb rubber, mulch, fibre and scrap steel.

12.2 (a) The total amount of *used tires* which may be received at this *Site* each day (Monday to Friday) shall not exceed 50 tonnes.

(b) Notwithstanding Condition 12.2(a), the total amount of *used tires* which may be received at this *Site* each year shall not exceed 6000 tonnes.

12.3 The total amount of *used tires* which may be on the *Site*, at any one time, shall not exceed 50 tonnes.

12.4 (a) The total amount of *residual waste* which may be on the *Site*, at any one time, shall not exceed **six (6) tonnes**;

(b) *Residual waste* shall be stored in a bin on the *Site*, and shall be transferred off-site in accordance with the *Act* and *Ontario Regulation 347*.

12.5 (a) The *Owner* shall ensure that all waste is visually inspected prior to acceptance at the *Site* to ensure that the *Site* is approved to receive the waste;

(b) If any incoming waste load is known to, or is discovered to, contain unacceptable waste, that load shall not be accepted at the *Site*; and

(c) If any unacceptable waste is discovered on the *Site*, that waste shall be immediately be disposed of in accordance with the *Act* and *Ontario Regulation 347*.

12.6 (a) All activities relating directly to the unloading/loading, processing and storage of *used tires* must be conducted indoors at all times.

(b) Notwithstanding Condition 12.6 (a), a single labelled container is permitted outdoors at the *Site* within a fenced area, to receive *used tires* delivered to the *Site* from local residents and businesses. The *Owner* shall ensure that these *used tires* are brought indoors at the end of each week, as a minimum.

12.7 Under no circumstances shall burning or incineration of any material be allowed at this *Site*.

12.8 The *Owner* shall provide dust control measures during plant activities.

12.9 (a) The *Site* shall at all times be maintained and operated in accordance with the provisions of the Fire Code, as they may be amended from time to time;

(b) If for any reason it becomes impossible to fully comply with both the Fire Code and this *Certificate*, due to incompatible requirements, the *Owner* shall notify the *District Manager*, in writing, of the reasons why the requirements can not be met; and

(c) If an Official of the local Fire Department or the Fire Marshall's Office authorizes a procedure, practice or plan not set out in detail in the Fire Code or issues an order, the *Owner* shall provide a copy of the procedure, practice, plan or order to the *District Office*, forthwith.

13.0 Signage and Security

13.1 The *Site* must be maintained in a secure manner, such that unauthorized vehicles cannot enter the *Site*.

13.2 A sign shall be installed and maintained each at the main entrance/exit and north & south gates to the *Site* on which is legibly displayed the following minimum information:

- (a) the name of the *Site* and *Owner*;
- (b) the number of the *Certificate*; and
- (c) a twenty-four (24) hour telephone number to reach the *Owner* in the event of an emergency or complaint.

14.0 Nuisance Control

14.1 The *Owner* must ensure that the *Site* is operated in a manner which minimizes the impacts of odour, dust, litter, noise and traffic on the environment and the public. Any off site adverse impacts arising from the operation of this *Site* must be addressed by the *Owner* to the satisfaction of the *District Manager*.

14.2 If at any time vectors or vermin become a nuisance, the *Owner* shall hire a qualified, licensed pest control professional to design and implement a pest control plan for the *Site*. The pest control plan shall then remain in place until the *Site* has been closed and this *Certificate* has been revoked.

14.3 (a) The *Owner* shall take all practical steps to prevent the escape of litter from the *Site*; and

(b) The *Owner* shall pick up litter at the *Site* on a daily basis.

14.4 The *Owner* shall ensure that there is no queuing or parking of vehicles that are waiting to enter this *Site* on any roadway that is not a distinct part of this *Site*. The *Owner* shall ensure that there is no unnecessary idling of vehicles at any time, while on the *Site*.

14.5 The *Owner* shall ensure that the exterior of all vehicles leaving this *Site* are clear of debris and that vehicles do not drag out onto streets waste, dirt or other contaminants.

14.6 The *Owner* shall ensure that the *Site* complies with the following Ministry of the Environment noise requirements:

- (a) Noise Assessment Criteria in Land Use Planning Publication LU-131; and
- (b) Sound Level Limits for Stationary Sources in Class 1 & 2 Areas (Urban) Publication NPC-205.

15.0 Stormwater Management

15.1 The *Owner* shall manage all discharges from the *Site*, including stormwater run-off, in accordance with appropriate Municipal, Provincial and/or Federal legislation, regulation and by-laws.

16.0 Site Inspections and Maintenance

16.1 (a) The *Owner* or a trained employee shall conduct a visual inspection of the following areas of the *Site* daily to ensure security and cleanliness and that all equipment and facilities are in good working order:

- i. loading/unloading areas;
- ii. processing areas;
- iii. storage areas;
- iv. security fence, gate(s) and property line.

(b) Any deficiencies discovered as a result of the inspection shall be remedied immediately, including temporarily ceasing operations at the *Site* if needed.

16.2 Within 30 days of this *Certificate's* approval date, the *Owner* shall develop and implement a preventative maintenance program for all on-site equipment associated with the processing and managing of waste. The preventative maintenance program shall be available on *Site* for inspection by a *Provincial Officer* upon request.

16.3 The *Owner* shall inspect spill clean-up equipment on a quarterly basis.

17.0 Spills and Emergency Response and Reporting

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17.1 The *Owner* shall promptly take all necessary steps to contain and clean up any spills or upsets which result from this operation.

17.2 All spills, as defined in the *Act*, shall be immediately reported to the *Ministry's* Spill Action Centre at 1-800-268-6060 and shall be recorded in a written log or an electronic file format, as to the nature of the spill or upset, and action taken for clean-up, correction and prevention of future occurrences.

17.3 (a) Prior to the commencement of operations at the *Site*, the *Owner* shall have in place a completed Contingency and Emergency Response Plan for the operation of the *Site* that has been reviewed and approved by the Town of Dunnville, including the local fire department. The Plan shall include, but is not necessarily limited to:

- i. emergency response procedures to be undertaken in the event of a spill, process upset, fire or medical emergency;
- ii. a list of contingency equipment and spill clean up materials, including names and telephone numbers of waste management companies available for emergency response; and,
- iii. a notification protocol with names and telephone numbers of persons to be contacted, including *Company* personnel, the Ministry of Environment District Office and Spills Action Centre, the local fire department, the local municipality, the local medical officer of health, and the Ministry of Labour.

(b) A copy of the contingency and emergency response plan shall be kept in a central location available to all staff;

(c) The *Owner* shall ensure that:

- i. the equipment and materials outlined in the contingency and emergency response plan are in a good state of repair, fully operational and immediately available to staff; and
- ii. all staff are fully trained in the equipment and materials' use and in the procedures to be employed in the event of an emergency.

(d) The *Owner* shall review the contingency and emergency response plan on an annual basis and at a minimum ensure that the contact names and telephone numbers listed in the plan are up-to-date.

18.0 Training of Employees

18.1 The *Owner* shall ensure that all employees are trained, through instruction and hands-on practise, and receive periodic refresher training, with respect to the following:

- (a) terms, conditions and operating requirements of this *Certificate*, relevant waste management legislation and regulations, including the *Act* and *Ontario Regulation 347*;
- (b) operation and management of the *Site*, or area(s) within the *Site*, in accordance with the specific job requirements of each individual employee, and which may include procedures for receiving, refusing, handling/processing and temporarily storing wastes;
- (c) operation of processing equipment relevant to the employees job function including safety and maintenance requirements;
- (d) shipping and record keeping procedures, if such functions fall within the job requirements of an individual staff person;
- (e) an outline of the responsibilities of *Site* employees including roles and responsibilities during emergencies and spills;
- (f) the emergency response plan including exit locations and evacuation routing, and location of relevant equipment available for emergencies and spills;
- (g) environmental, and occupational health and safety concerns pertaining to the wastes to be transferred;
- (h) emergency first-aid information;
- (i) recording procedures as required under Condition 20;
- (j) equipment and site inspection procedures, as required under Condition 16;

- (k) nuisance impact control procedures, as required under Condition 14; and
- (l) procedures for recording and responding to public complaints.

19.0 Complaints

19.1 If at any time, the *Owner* receives complaints regarding the operation of the *Site*, the *Owner* shall respond to these complaints according to the following procedure:

- (a) The *Owner* shall record and number each complaint, either electronically or in a log book, and shall include the following information:
 - (i) the nature of the complaint,
 - (ii) the name, address and the telephone number of the complainant if the complainant will provide this information; and
 - (iii) the time and date of the complaint;
- (b) The *Owner*, upon notification of the complaint, shall initiate appropriate steps to determine all possible causes of the complaint, proceed to take the necessary actions to eliminate the cause of the complaint and forward a formal reply to the complainant; and
- (c) The *Owner* shall complete and retain on-site a report written within one (1) week of the complaint date, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the recurrence of similar incidents.

20.0 Record Keeping

20.1 Daily records shall be maintained at the *Site* which shall include, but not be limited to, the following:

- (a) date of record;
- (b) hauler, source and total daily quantity of *used tires* received;
- (c) quantities of *used tires* and *residual waste* stored on the *Site*;
- (d) quantities and destination of *processed waste* and *residual waste* shipped from the *Site*;
- (e) details of any refusal of waste shipments and the reason(s) for refusal;
- (f) a description of any out-of-service period of any control, treatment or processing equipment, the reasons for the loss of service, and action taken to restore and maintain service.

20.2 The information required by Condition 20.1 shall be maintained by the *Owner* in a format which can easily be retrieved for inspection by a *Provincial Officer* upon request.

20.3 The *Owner* shall maintain a written record at the *Site* of the training required under Condition 19.1, which shall include at a minimum:

- (a) date of training;
- (b) name and signature of person who has been trained; and
- (c) description of the training provided.

20.4 The *Owner* shall maintain a record of the inspections required under Condition 16.1 including, but not limited to:

- (a) the name and signature of person that conducted the inspection;
- (b) the date and time of the inspection;
- (c) a description of the area of the facility or equipment that was inspected;
- (d) a description of any deficiencies discovered;
- (e) the recommendations for remedial action; and
- (f) the date, time and description of actions taken.

20.5 The *Owner* shall maintain a written record of maintenance conducted in accordance with Condition 16.2. The record shall include, as a minimum, the following:

- (a) name, title and signature of the person conducting the maintenance;
- (b) time and date of maintenance conducted; and
- (c) a description of the maintenance work conducted.

21.0 Annual Report

21.1 By July 1, 2011 and on an annual basis thereafter, the *Owner* shall prepare, and retain at the *Site*, an annual report covering the previous calendar year. The annual report shall include but not be limited to the following:

- (a) a monthly summary of the quantity (in tonnes) of *used tires* received for processing at the *Site* including the monthly average day and the maximum day quantities;
- (b) a monthly summary of the quantity (in tonnes) of *processed* and *residual waste* transferred from the *Site*;
- (c) a description of any operational problems encountered at the *Site* including any complaints received, written or verbal, concerning the operation of the *Site*, the nature and circumstances of the complaint, and the action, if any, taken with respect to the complaint;
- (d) a statement as to compliance with all Conditions of this *Certificate* and with the inspection and reporting requirements of the Conditions herein; and,
- (e) any recommendations to minimize environmental impacts from the operation of the

Site and to improve *Site* operations and monitoring programs in this regard.

22.0 Closure Plan

22.1 (a) The *Owner* shall submit to the *District Manager*, a written closure plan at least four (4) months prior to the permanent closure of the *Site*. This plan must include, as a minimum, a description of the work that will be done to facilitate closure of the *Site* and a schedule for completion of that work; and

- (b) Within ten (10) days after closure of the *Site*, the *Owner* must notify the *Director* and *District Manager*, in writing, that the *Site* is closed and that the *Site* closure plan has been implemented.

SCHEDULE "A"

This Schedule "A" forms part of Provisional Certificate of Approval No. 3643-7XXQ9Q:

(1) Application for a Certificate of Approval for a Waste Disposal Site dated August 27, 2009 and signed by Terry Gilmore, Project Manager, Treadcraft Ltd., including supporting documentation, figures, etc.

(2) Letter from Kirk J. Zavitz, Zavcor Trucking Limited faxed to Yosh Imahori, Ministry of the Environment via Treadcraft Ltd, date July 9, 2010, as part of Treadcrafts Financial Assurance, indicating that should Treadcraft become insolvent, Zavcor will take waste tires to a Ontario Tire Stewardship disposal facility.

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

The reason for Conditions 1.1, 1.2, 4.1, 4.2, 4.3, 5.1, 5.2, 9.2 and 12.9 is to clarify the legal rights and responsibilities of the Owner under this Certificate.

The reason for Conditions 2.1 and 21.1 is to ensure that the Site is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the Owner, and not in a manner which the Director has not been asked to consider.

The reason for Conditions 3.1, 3.2, 3.3 and 3.4 is to clarify how to interpret this Certificate in relation to the application

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and supporting documentation submitted by the Owner.

The reason for Condition 6.1 is to ensure that the Site is operated under the corporate name which appears on the application form submitted for this approval.

The reason for Condition 6.2 is to restrict potential transfer or encumbrance of the Site without the approval of the Director. Any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this Certificate.

The reason for Condition 6.3 is to ensure that subsequent owners of the Site are informed of the terms and conditions of this Certificate. This also applies to all supporting documentation listed in Schedule "A".

The reason for Condition 7.1 is 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.

The reason for Condition 8.1 is to ensure that appropriate Ministry staff have ready access to the Site for inspection of facilities, equipment, practices and operations required by the conditions in this Certificate. This condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the Act and OWRA.

The reason for Conditions 9.1, 9.3 and 9.4 is to ensure the availability of records and drawings for inspection and information purposes.

The reasons for Conditions 10.1 and 10.2 are to specify the approved areas from which waste may be accepted at the Site and to specify the type of waste that may be accepted for processing at the Site, based on the Owner's application and supporting documentation.

The reason for Condition 11.1 is to specify the hours of operation for the Site.

The reasons for Condition 12.2 are to specify the types of processing approved at the Site and to recognize what types of end products/waste result from the operation.

The reason for Conditions 12.2, 12.3 and 12.4 is to ensure that the quantities of waste received, generated and stored at the Site are in accordance with that approved under this Certificate.

The reason for Condition 12.5 is to ensure that only waste approved under this Certificate are received at the Site.

The reason for Condition 12.6 is to ensure storage and processing of wastes occur indoors.

The reason for Condition 12.7, 12.9, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 15.1 is 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.

The reason for Condition 12.8 is that open burning of the waste is unacceptable because of concerns with air emissions, smoke and other nuisance affects, and the potential fire hazard.

The reason for Condition 13.1 is to minimize the risk of unauthorized entry to prevent vandalism.

The reason for Condition 13.2 is to ensure that emergency responders and the public have the necessary contact information in the event of an emergency or complaint.

The reason for Conditions 16.1, 16.2 and 16.3 is to ensure that all equipment and facilities are maintained in good working order.

The reason for Conditions 17.1 and 17.2 is to ensure that the Owner immediately responds to a spill and notify the Ministry forthwith of any spills as required in Part X of the Act so that appropriate spills response can be determined.

The reason for Condition 17.3 is to ensure that the Owner follows a plan with an organized set of procedures for identifying and responding to unexpected but possible problems at the Site.

The reason for Condition 18.1 is to ensure that the Owner's staff are properly trained in the operation of the equipment used at the Site and emergency response procedures. This will minimize the possibility of negative impacts on the

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environment or to public health and safety.

The reason for Condition 19.1 is to ensure that complaints are properly and quickly resolved and that complaints and follow-up actions have been documented.

The reason for Conditions 20.1, 20.2, 20.3, 20.4 and 20.5 is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this Certificate, the Act and its regulations.

The reason for Condition 21.1 is to ensure that the Site is closed in accordance with MOE standards and to protect the health and safety of 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 Review Tribunal 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 Tribunal. 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 works are located;

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

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto, Ontario
M5G 1E5

AND

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

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

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 20th day of September, 2010

Tesfaye Gebrezghi, P.Eng.
Director
Section 39, *Environmental Protection Act*

YI/

c: District Manager, MOE Hamilton - District
Andrew Cornel, Safetech Environmental limited