

<p><b>4. WEST CARLETON ENVIRONMENTAL CENTRE MUNICIPAL HOST AGREEMENT ENTENTE AVEC LA MUNICIPALITÉ HÔTE DU CENTRE ENVIRONNEMENTAL DE WEST CARLETON</b></p>
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### **COMMITTEE RECOMMENDATIONS**

#### **That Council**

- 1. Approve the draft Municipal Host Agreement for the West Carleton Environmental Centre, as shown in Document 1 to this report, and delegate authority to the City Solicitor to finalize the agreement for execution, and make any minor changes that may be required, as described in this report.**
- 2. Direct Solid Waste Services staff to work with the City Treasurer's Office to provide recommendations on the criteria and process for utilizing the funds generated by the Host Community Fee, with a report outlining same to the Finance and Economic Development Committee and Council by the end of Q1 2022.**

### **RECOMMANDATIONS DU COMITÉ**

#### **Que le Conseil :**

- 1. approuve l'entente provisoire avec la municipalité hôte du Centre environnemental de West Carleton, comme l'indique le document 1 du présent rapport, et de déléguer à l'avocat général le pouvoir de finaliser l'entente avant sa signature en apportant les modifications mineures nécessaires, comme il est décrit dans le présent rapport;**
- 2. demande au personnel des Services des déchets solides de formuler, en collaboration avec le Bureau de la trésorière municipale, des recommandations concernant les critères et le processus visant l'utilisation des recettes découlant des droits de**

**municipalité hôte, et de produire un rapport à ce sujet pour le  
Comité des finances et du développement économique et le Conseil  
d'ici la fin du premier trimestre de 2022.**

**DOCUMENTATION/DOCUMENTATION**

1. City Solicitor's report, Innovative Client Services Department, dated August 26, 2021 (ACS2021-ICS-LEG-0003)

Rapport du Avocat général, Services novateurs pour la clientèle, daté le 26 août 2021, (ACS2021-ICS-LEG-0003)

2. Extract of draft Minutes, Finance and Economic Development Committee, 7 September 2021.

Extrait de l'ébauche du procès-verbal, Comité des finances et du développement économique, le 7 septembre 2021.

**Report to  
Rapport au:**

**Finance and Economic Development Committee  
Comité des finances et du développement économique  
7 September 2021 / 7 septembre 2021**

**and Council  
et au Conseil  
22 September 2021 / 22 septembre 2021**

**Submitted on August 26, 2021  
Soumis le 26 août 2021**

**Submitted by  
Soumis par:  
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**Ward:** WEST CARLETON-MARCH (5)      **File Number:** ACS2021-ICS-LEG-0003

**SUBJECT:** West Carleton Environmental Centre Municipal Host Agreement

**OBJET:** Entente avec la municipalité hôte du Centre environnemental de West  
Carleton

## **REPORT RECOMMENDATIONS**

**That the Finance and Economic Development Committee recommend that Council**

- 1. Approve the draft Municipal Host Agreement for the West Carleton Environmental Centre, as shown in Document 1 to this report, and delegate authority to the City Solicitor to finalize the agreement for execution, and make any minor changes that may be required, as described in this report.**
- 2. Direct Solid Waste Services staff to work with the City Treasurer's Office to provide recommendations on the criteria and process for utilizing the funds generated by the Host Community Fee, with a report outlining same to the Finance and Economic Development Committee and Council by the end of Q1 2022.**

## **RECOMMANDATIONS DU RAPPORT**

**Que le Comité des finances et du développement économique recommande au Conseil :**

- 1. d'approuver l'entente provisoire avec la municipalité hôte du Centre environnemental de West Carleton, comme l'indique le document 1 du présent rapport, et de déléguer à l'avocat général le pouvoir de finaliser l'entente avant sa signature en apportant les modifications mineures nécessaires, comme il est décrit dans le présent rapport;**
- 2. de demander au personnel des Services des déchets solides de formuler, en collaboration avec le Bureau de la trésorière municipale, des recommandations concernant les critères et le processus visant l'utilisation des recettes découlant des droits de municipalité hôte, et de produire un rapport à ce sujet pour le Comité des finances et du développement économique et le Conseil d'ici la fin du premier trimestre de 2022.**

## **EXECUTIVE SUMMARY**

The purpose of this report is to seek Council's approval of the proposed Municipal Host Agreement for the West Carleton Environmental Centre (WCEC). The execution of the Municipal Host Agreement is a condition of the site plan approval for this facility, which was approved by Council in 2015 and will permit the proponent (Waste Management) to

move forward with development of this property in accordance with its Environmental Assessment.

The Municipal Host Agreement does not impose any financial obligations on the City, but rather authorizes the payment of a Host Fee to the City by the proponent to ensure the community is fairly compensated for the burden in hosting an expanded landfill. The function of a host agreement is to balance both the impact and the perception of impact which can arise as a result of the operation of a landfill in a municipal area. The fee is not intended to be punitive so as to create an economic detriment preventing the landfill from operating, but at the same time must be reasonable in the context of the size and perceived impacts on the area. Establishing a host fee and agreement is not a statutory requirement for the operation of a landfill, and there is no by-law or other statute establishing the parameters for fees in respect of such a facility, but it is an accepted business practice and a tool used in other municipalities in North America. In negotiating this draft agreement, City staff undertook significant research to determine a reasonable range to set as a host fee.

The draft Host Agreement establishes the following Host Fees:

- \$3.35 per metric tonne of eligible waste disposed of in the expanded landfill footprint
- \$0.05 per metric tonne of eligible waste disposed of in the expanded landfill footprint to be directed to community initiatives within the five impacted wards
- \$1.00 per metric tonne on eligible waste that can be used as daily cover at the facility (capped at 60,000 metric tonnes per year; exceedances of eligible waste used as daily over will be calculated at \$3.35 per metric tonne)
- Increase of \$0.05 following the fifth year the facility is in operation, increasing by same every five years for the length of the agreement to maintain the value of the Host Fee.

Additionally, the draft Host Agreement details a reduced service area for the landfill, which limits the intake of waste to a much lower population base and is consistent with community feedback. The proposed Host Agreement also reiterates the ongoing monitoring requirements in respect of groundwater quality and odour issues. Notably, the draft Host Agreement wholly replaces previous legal agreements, with no carry-over of obligations and no establishment of financial commitments on the part of the City to accommodate capacity shortfall.

Once the Municipal Host Agreement has been executed between the City and the proponent, Recommendation 2 directs staff to provide recommendations as to establishing a process and criteria for the use of these funds in a future report for Council consideration by the end of Q1 2022.

The facility has been subject to approvals at both the provincial and municipal level and specific consultation has occurred pursuant to the Environmental Assessment Act, R.S.O. 1990, c. E.18 and the Planning Act, R.S.O. 1990, c. P.13. The proposed Host Agreement was presented to the West Carleton Environmental Centre Public Liaison Committee in April 2021 and staff received comments of general approval from the Committee with feedback relating to clarification of the Schedule B Map establishing the proposed service area.

## **RÉSUMÉ**

Le présent rapport a pour objectif d'obtenir l'approbation du Conseil concernant l'entente proposée avec la municipalité hôte pour le Centre environnemental de West Carleton. La signature de cette entente est une condition de l'approbation du plan d'implantation de l'installation – laquelle a obtenu le feu vert du Conseil en 2015 – et permettra au promoteur (Waste Management) d'aller de l'avant avec l'aménagement de la propriété, conformément à son évaluation environnementale.

L'entente avec la municipalité hôte n'est assortie d'aucune obligation financière pour la Ville, et lui accorde plutôt le versement de droits de municipalité hôte par le promoteur, afin de compenser adéquatement la population, qui a donné son aval à l'agrandissement de la décharge. Ce type d'entente vise à trouver un équilibre entre les répercussions réelles et perçues pouvant découler de l'exploitation d'une décharge sur le territoire de la municipalité. Sans être punitifs de façon à causer un désavantage économique nuisant à l'exploitation du site, ces droits doivent tout de même être raisonnables en fonction de la taille et des conséquences perçues sur le secteur. L'entente et les droits de municipalité hôte ne sont pas une exigence juridique pour exploiter une décharge, et aucun règlement municipal ni aucune loi ne fixe des paramètres pour les droits visant ce type d'installation, mais il s'agit d'une pratique commerciale acceptée et d'un outil utilisé par diverses municipalités nord-américaines. Dans le cadre de ses négociations pour en arriver à l'entente provisoire, le personnel de la Ville a réalisé un important travail de recherche pour établir des barèmes de droits raisonnables.

Voici la proposition pour les droits de municipalité hôte :

- 3,35 \$ par tonne métrique de déchets admissibles jetés dans le nouveau site de la décharge;
- 0,05 \$ par tonne métrique de déchets admissibles jetés dans le nouveau site de la décharge, qui seront versés aux initiatives communautaires des cinq quartiers touchés;
- 1,00 \$ par tonne métrique de déchets admissibles utilisés comme recouvrement journalier sur le site (limite de 60 000 tonnes métriques par année; toute quantité excédentaire sera calculée à 3,35 \$ par tonne métrique);
- Augmentation de 0,05 \$ après la cinquième année d'exploitation, augmentation qui sera ensuite appliquée tous les cinq ans pour la durée de l'entente afin de préserver la valeur des droits de municipalité hôte.

En outre, l'entente avec la municipalité hôte provisoire redéfinit le secteur de service de la décharge afin de limiter les déchets pris en charge à un bassin de population très réduit, conformément aux commentaires de la communauté. De plus, l'entente proposée réitère les exigences concernant la surveillance continue de la qualité de l'eau souterraine et des problèmes d'odeur. À noter que l'entente provisoire remplace les accords juridiques antérieurs et leurs obligations connexes, et ne prévoit aucun engagement financier pour la Ville afin de compenser le manque d'espace.

Une fois que l'entente entre la Ville et le promoteur sera signée, le personnel devra, conformément à la recommandation 2, présenter un rapport sur le processus et les critères visant l'utilisation de ces fonds au Conseil, d'ici la fin du premier trimestre de 2022.

L'installation a dû recevoir l'approbation tant de l'administration municipale que du gouvernement provincial, et des consultations ont eu lieu, conformément à la Loi sur les évaluations environnementales, L.R.O. 1990, chap. E.18 et à la Loi sur l'aménagement du territoire, L.R.O. 1990, chap. P.13. Le personnel a présenté l'entente avec la municipalité hôte au Comité de liaison avec le public du Centre environnemental de West Carleton en avril 2021, et a reçu l'approbation générale de ce dernier, les commentaires portant surtout sur la clarification de la carte de l'annexe B, qui précise le secteur de service proposé.

## BACKGROUND

In 2010, the property known as the West Carleton Environmental Centre (“WCEC”) undertook an Environmental Assessment (“EA”) in respect of an expansion to its landfill footprint, which was approved by the Minister of the Environment on September 6, 2013. The previous landfill footprint located on the site started to wind down operations in 2009 and ceased operations in 2011. The expansion was designed to utilize new technologies to ensure the expanded landfill footprint operated in a manner that met and/or exceeded industry standards and reduced the previous impact on the surrounding community. The EA confirmed a need for waste disposal capacity in the region. The preferred location of the new landfill footprint was directly north of the existing landfill, as an expansion, rather than a new site.

Prior to provincial approval of the expansion in 2013, the former Planning and Environment Committee and Council considered the initial EA application and Terms of Reference further to the staff report titled Proposed Terms of Reference for an Environmental Assessment of a New Landfill Footprint at the West Carleton Environmental Centre ([ACS2010-ICS-ESD-0023](#)) in July 2010.

Additionally, following the publication of the draft EA, the staff report titled Environmental Assessment of a New Landfill Footprint at the West Carleton Environmental Centre ([ACS2012-COS-ESD-0013](#)), was presented at Environment Committee on October 16, 2012 and Council on October 24, 2012 recommending that comments be directed to the Ministry of the Environment and the applicant, Waste Management, to ensure its concerns, and potential impacts as the host municipality, are considered by the Ministry throughout the approval process. The comments focused on environmental impacts, transportation impacts and land use, including a request to reduce the size of the expanded footprint. The City also highlighted to the Ministry that the site would be subject to the City’s Site Plan Control By-law and therefore a new site plan would be required. Ultimately, the Ministry approved the EA without reducing the proposed size but did highlight many of the environmental controls and oversight the Ministry would have in respect of the facility.

Following the Minister’s approval in 2013, surrounding community members raised concerns regarding the expansion despite comments provided by the City. In November 2013, legal options were canvassed, including that of a judicial review of the Minister’s decision. The Richardson Corridor Community Association (“Community Association”)



requested the City support their objection to the Minister's decision. In response, the City Clerk and Solicitor agreed to provide funding, up to \$5 thousand, towards the preparation of a legal opinion retained by the Community Association on the understanding that such opinion would be provided to the City Clerk and Solicitor for consideration in the preparation of his response to Council on the matter. It was further directed that such opinion would be shared with Members of Council. Ultimately, an application for judicial review was not pursued as there was no error upon which to base such a review. The City Clerk and Solicitor's legal opinion informed Council's consideration of the municipal planning approval process, which was required to implement provincial approval of the expansion.

Under the *Planning Act*, Waste Management required two approvals from Council: firstly, an amendment to Zoning By-law 2008-250 and, secondly site plan approval. An Official Plan amendment was not required as this development was an expansion to an existing facility.

Ultimately, the Agriculture and Rural Affairs Committee considered the Zoning By-law Amendment on July 3, 2014 and Council adopted the amendment, being By-law 2014-276 on July 9, 2014 ([ACS2014-PAI-PGM-0139](#)).

Site Plan Approval was granted in 2015. Execution of this Host Municipal Responsibility Agreement is a condition of Site Plan Approval and is the final matter to be settled between the parties.

## **DISCUSSION**

The purpose of this report is to seek Council approval of the Host Agreement, which outlines the financial considerations and requirements to ensure the community is fairly compensated for the burden in hosting an expanded landfill. Additionally, the draft Host Agreement details a reduced service area for the landfill which is consistent with community feedback. Approval of the proposed agreement is the final step in the site plan approval process for the expanded facility.

Following the Ministry's approval of the expanded footprint, being 6.5 million cubic metres of capacity with a maximum rate of fill of 400,000 tonnes per year, the City approved a zoning amendment to permit the expansion.

The WCEC will contain a number of waste processing and transfer facilities and similar operations to divert waste from being disposed to being recycled, reused, and shipped off-site. While municipalities strive to reduce waste, there is still a need to provide solid waste disposal sites. In light of this reality, at the time that the WCEC made its application for rezoning, Planning staff supported expansion of the existing site, by recommending zoning approval for the new footprint, as approval of new solid waste disposal sites require an Official Plan Amendment.

While the Ministry approval will authorize the day-to-day operation of the site, the site plan agreement establishes how the site will be built and fits within the existing context of the Carp Road Corridor and the natural environment. The final outstanding condition of the site plan approval is the execution of a Municipal Host Responsibility Agreement (“Host Agreement”). The Host Agreement outlines the financial implications associated with the operation of a landfill in that the contribution of the facility to the community is commensurate with the burdens borne by the community in hosting the expanded footprint. Over the last several years, the City has heard community concerns relating to the impact of a landfill in proximity to the local communities. While the landfill itself is situated in West Carleton Ward, the impact extends to the wards of Stittsville, Kanata North, Kanata South and Rideau-Goulbourn. The majority of concerns with respect to impacts are not appropriate to be addressed within the draft Host Municipal Responsibility Agreement, as these concerns relate largely to environmental components, such as groundwater containment and odour, and site development components such as truck traffic, screening and site design. These concerns are already addressed in both the Certificate of Approval and the Site Plan Agreement.

### **WCEC Certificate of Approval**

The Certificate of Approval is governed by the Ministry of the Environment, Conservation and Parks. Ultimately, it is the Ministry who has the jurisdiction to provide oversight on the types of waste accepted at the landfill, operation of the site from an environmental perspective and responding to complaints or issues as a result of operation of the site. Despite the Ministerial authority and jurisdiction, it is often the City to whom residents turn when there is concern regarding issues of odour or groundwater contamination, and for that reason, the City has included conditions to address these issues in both the Site Plan Approval and the Host Agreement, while still recognizing the Ministry’s role in ultimately determining adverse impact and ability to direct orders where necessary.

## **Site Plan Approval**

The Site Plan Approval required the submission of reports, drawings and studies to address the design of buildings on site, drainage and grading approvals, stormwater management, landscaping, environmental impacts, traffic impact analysis and geotechnical impacts. Further, through the site plan agreement, the City shall receive cash-in-lieu of parkland in the amount of \$383,600, as well as road modification requirements to address concerns relating to truck traffic on Carp Road. These road modification requirements were specifically negotiated with Waste Management and include: southbound and northbound left-turn lanes on Carp Road at the new and existing site accesses; a southbound right-turn lane on Carp Road at the new site access; and a southbound truck climbing lane on Carp Road. These additional costs are distinguished from any compensation or community-benefit derived from the Host Agreement.

Other issues raised by the community included a Property Value Protection Plan and the creation of a Public Liaison Committee which would include members of the community and provide a forum for public concerns to be raised and mitigation measures to be discussed where appropriate. The Public Liaison Committee has been created and is ongoing. It is comprised of the councillors from the five impacted wards, two representatives from Waste Management, two representatives from the local business communities, and three representatives from the public. Although the Public Liaison Committee is a Ministry requirement under WCEC's Approval, the Host Agreement reiterates the importance of such a committee and outlines the objective of providing input to Waste Management on matters pertaining to the development and ongoing operation of the Landfill, including the proposed disposal and diversion facilities.

The Property Value Protection Plan ("PVPP") is a requirement established by the Ministry in WCEC's Approval. It should be noted that the PVPP in the EA does not identify any qualifying residences, as the net effects analysis identified no residences within potentially impacted areas. As a result, this requirement is something to be addressed between Waste Management and the Ministry. Waste Management has, prior to the start of construction, further committed to reconsider this issue in the context of any new technical or non-technical developments and, if appropriate, identify and notify potential qualifying residences for the PVPP, as documented in Waste

Management's EA requirements. The Host Agreement confirms Waste Management's commitment to that condition.

### **Proposed Host Agreement**

In addition to confirming Waste Management's commitment to the Property Value Protection Plan and the continuation of a Public Liaison Committee, the draft Host Agreement details the service area of the expanded WCEC, reiterates the ongoing monitoring requirements in respect of groundwater quality and odour issues and establishes the "host fee" and categories of said fee that the City will receive as a result of the operation of the landfill within the municipality.

### **Service Area**

The City of Ottawa raised its concerns with the proposed Service Area for the WCEC early in the process. The previous landfill footprint accepted waste from within the municipal boundaries of the city of Ottawa and an area known as the "Good Neighbour Zone", which represented Lanark County. This service area was defined by a prior agreement between the parties known as the 2001 Settlement Agreement. In its EA, Waste Management proposed an Ontario-wide service area for the expanded footprint, based upon past operations and future business opportunities for the site. The Minister determined an Ontario-wide service area was consistent with the service area permitted for the former landfill footprint and the WCEC has a province-wide Certificate of Approval. This remained a concern for the City and particular care was taken to negotiate a reduced service area as part of the Host Agreement.

The 2001 Settlement Agreement was a resolution of complex litigation involving various waste management matters dating back to the early 1990's. In response to concerns by the former Region over landfill capacity at the then Laidlaw Landfill (now operated by Waste Management) being utilized for out-of-region waste, the Province enabled the Region to pass a by-law imposing a fee for the use of landfill capacity. This by-law was appealed to the Ontario Municipal Board. When the Board largely ruled in favour of the Region, this matter was further appealed to Divisional Court along with a petition to Cabinet being filed. Settlement agreements were reached in late 1996 but further concerns arose with respect to their implementation as a result of the Springhill Landfill in Osgoode. Waste Management made provisions with the City of Ottawa to reserve between 75 per cent and 90 per cent of its landfill disposal capacity at the Ottawa waste

management facility for waste generated within the boundaries of the city of Ottawa and the “Good Neighbour Zone”, on a sliding scale basis. That established an ongoing obligation wherein if the City failed to meet the capacity requirements, remuneration was required to make up the shortfall.

In the draft Host Agreement, the parties have negotiated a reduced service area, as shown in Schedule “B” of Document 1 which limits the intake of waste to a much lower population base. Further, the draft Host Agreement wholly replaces the 2001 Settlement Agreement, with no carry-over of obligations and no establishment of financial commitments on the part of the City to accommodate capacity shortfall.

It is important to highlight that the draft Host Agreement does not include any financial, capacity, or contractual obligations for the City of Ottawa to send residential waste to the West Carleton Environmental Centre owned and operated by Waste Management of Canada. The City of Ottawa continues to own and operate the Trail Road Landfill for the purposes of managing residual waste produced by residential, multi-residential, City facilities, parks and public spaces, and other partner programs managed by the City of Ottawa. Waste Management Canada’s Carp Road Facility will accept Industrial, Commercial and Institutional (IC&I) waste, and residential waste from both within the municipal boundaries of the city of Ottawa and outside, but within the “Good Neighbour Zone”, as outlined in the draft Host Agreement. The City of Ottawa’s future waste management needs, including future requirements to help further preserve the life of the Trail Road landfill, are being explored through the development of the City’s new Solid Waste Master Plan which is expected to be tabled in its final draft form for Council consideration in Q1 2023.

### **Host Fees**

The draft Host Agreement also establishes the following “Host Fees”:

- \$3.35 per metric tonne of eligible waste disposed of in the expanded landfill footprint
- \$0.05 per metric tonne of eligible waste disposed of in the expanded landfill footprint to be directed to community initiatives within the five impacted wards
- \$1.00 per metric tonne on eligible waste that can be used as daily cover at the facility (capped at 60,000 metric tonnes per year; exceedances of eligible waste used as daily over will be calculated at \$3.35 per metric tonne)

- Increase of \$0.05 following the fifth year the facility is in operation, increasing by same every five years for the length of the agreement to maintain the value of the Host Fee.

It is important to recognize that the function of a host agreement is to balance both the impact and the perception of impact which can arise as a result of the operation of a landfill in a municipal area. The fee does not replace action on the part of the City to report issues to the Ministry, as Waste Management has a commitment to meet the obligations and requirements set out in their EA and Site Plan Agreement. The fee is not intended to be punitive so as to create an economic detriment preventing the landfill from operating, but at the same time must be reasonable in the context of the size and perceived impacts on the area. City staff received a number of suggestions from residents on amounts that were requested to be paid directly to communities opposed to the landfill.

The landfill has been approved by the Province, and therefore, the City is not in a position to reject such approval and failure to enter into a host agreement could potentially expose the City to litigation in respect of the site plan approval as well as lose the financial benefit that Waste Management has committed in the negotiations to date. Establishing a host fee and agreement is not a statutory requirement for the operation of a landfill, but it is an accepted business practice and a tool used in other municipalities in North America to consider and address mitigation for the potential impacts of such facilities on neighbouring communities. City staff undertook significant research to determine a reasonable range to set as a host fee. Overall, host community arrangements vary considerably between municipalities. There are unique circumstances associated with the presence of landfills in each community and therefore it is not appropriate for the City to adopt another municipality's host agreement based simply on the host fee amount. In light of the fact that the City is not subsidizing the facility, and that the City has no obligations, financial or otherwise as a result of the draft Host Agreement, staff are satisfied that the amounts negotiated are reasonable and provide adequate compensation to the impacted areas.

### **Next Steps**

Further to Council approval of this report, staff from Legal Services and Solid Waste Services will work with the City Treasurer's Office to provide recommendations on the management, criteria and process for utilizing the funds generated by the Host

Community Fee, with a report outlining same to return to this Committee and Council by the end of Q1 2022.

## **RURAL IMPLICATIONS**

There are potential implications for rural residences and businesses, although these have largely been considered through previous approvals by the Environment Committee, Agriculture and Rural Affairs Committee and Council. While local businesses will have an expanded facility for waste recycling and disposal, local residents could be impacted by the operation of the landfill. The intent of the draft Host Agreement is to provide reasonable compensation to the municipality in which the landfill operates to mitigate any real or perceived impacts.

## **CONSULTATION**

City staff has consulted with each of the impacted ward councillors and presented the draft Host Agreement to the Public Liaison Committee. Feedback from the consultation included requiring a defined Service Area document, clarification on any obligations that would bind the City and ensuring the value of the host fee is maintained throughout the term of the agreement. In response to such feedback, the Schedule B Service Area document was updated, and staff confirmed that the Host Agreement does not establish any ongoing obligations upon the City with respect to business practices or financial commitments in relation to the West Carleton Environmental Centre. Further, the parties established a clause implementing a formula to increase the Host Fee amount over the term of the Agreement.

## **COMMENTS BY THE WARD COUNCILLOR**

The ward Councillor is supportive of the recommendations within this report.

### **Councillor El-Chantiry has provided the following comment:**

“I have been involved with the various applications and approvals in respect of this facility since the expansion was first proposed. The execution of this Host Agreement is the last remaining condition from the site plan approval that needs to be settled for Waste Management to move forward with the work for their development. I have been directly involved in meetings of the West Carleton Environmental Centre Public Liaison Committee, and have communicated with the Councillors of Stittsville, Kanata North,

Kanata South and Rideau-Goulbourn on this matter that, while in my ward, also impacts these wards.”

### **ADVISORY COMMITTEE(S) COMMENTS**

No advisory committee comments were collected for the purposes of this report.

### **LEGAL IMPLICATIONS**

The proposed use at this site has been approved by the Ministry of the Environment, through a public Environmental Assessment process. Additional approvals under the *Planning Act* have been approved by City Council. Execution of the Host Municipal Responsibility Agreement will permit Waste Management to proceed with the operation of the facility pursuant to the Environmental Assessment and its site plan approval.

Legal Services will work with Solid Waste Services to review and approve for execution of the agreement, as well as work with Finance and other internal stakeholder departments to implement Recommendation 2.

### **RISK MANAGEMENT IMPLICATIONS**

There are no risk management concerns arising from this report.

### **FINANCIAL IMPLICATIONS**

Assuming that the maximum of 400,000 metric tonnes per year is disposed, the city would receive the following annual revenues, subject to a \$0.05/Tonne increase every 5 years:

	Tonnes	\$/Tonne	Revenues
Annual Host Community Fee	400,000	3.35	\$1,340,000
Cover Soil Fee	60,000	1.00	\$60,000
Local Initiatives Fee	400,000	0.05	\$20,000
Total Annual Revenues			\$1,420,000



Assuming a typical average waste density of 70%, the life expectancy of the landfill is estimated to be approximately 11.5 years, which translates into over \$16 million in revenues over the life of the landfill.

Recommendations on the management, criteria and process for utilizing the funds generated by the Host Community Fee, will be outlined in a report to Committee and Council by the end of Q1 2022.

### **ACCESSIBILITY IMPACTS**

The City of Ottawa supports and considers the *Accessibility for Ontarians with Disabilities Act, (2005)* in its operations. There are no associated accessibility impacts with this report.

### **TERM OF COUNCIL PRIORITIES**

This report supports the outcomes within the Term of Council Priorities of Economic Growth and Diversification, Environmental Stewardship and Sustainable Infrastructure.

### **SUPPORTING DOCUMENTATION**

Document 1 – Draft Host Municipality Agreement

### **DISPOSITION**

Legal Services, Innovative Client Services Department to finalize the agreement for execution.

Staff to advise Council of the status of the agreement at the time it brings the report referenced in recommendation #2 back to Council.