

HOST MUNICIPALITY AGREEMENT

BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

“Waste Management”

AND:

CITY OF OTTAWA

“City”

(individually, a “Party” and collectively, the “Parties”)

WHEREAS the Ministry of the Environment, Conservation and Parks (the “Ministry”) approved the Landfill (as defined below) at the West Carleton Environmental Centre development proposed by Waste Management located at the address municipally known as 2301 Carp Road Carp, Ontario K0A 1L0;

AND WHEREAS the City has provided its Site Plan approval in respect of File No. D07-12-15-0085 and shall enter into a Site Plan Agreement with Waste Management to site, design, construct and operate an expanded footprint at the Landfill;

AND WHEREAS the Parties and others executed a Settlement Agreement as of May 30, 2001 to resolve outstanding matters before the Ontario Municipal Board and to govern the relationship between the Parties on a go-forward basis;

AND WHEREAS the Council of the City has provided its approval to execute this agreement on XXXXXXXXXXXX, 2021;

NOW THEREFORE in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. DEFINITIONS

“**BY-LAW 2008-250**” means the City’s Zoning By-law, as may be amended from time to time;

“**CITY**” means the municipal corporation of the City of Ottawa including its successors and assigns and its officers, employees, agents and contractors or the geographic area as the context requires;

“**CLOSED FACILITY**” means the closed portion of the WCEC, which ceased operations in September 2011;

“**CONTRACT YEAR**” shall mean January 1 to December 31 of each year during the term of this agreement, provided that, to the extent necessary, the appropriate prorations will be made in the event that at any particular time this agreement is not in effect for a full calendar year;

“**COUNCIL**” means the Council of the City;

“**ELIGIBLE WASTE**” means all waste permitted by applicable law and permits to be disposed of by landfilling in the expanded Landfill, more particularly described as follows:

- a) City of Ottawa residential solid waste (includes apartment waste collected under City contract);
- b) Residential solid waste generated inside the Service Area;
- c) Industrial, Commercial and Institutional (“ICI”) waste generated in the Service Area;
- d) Construction and demolition waste generated in the Service Area;
- e) Sludges generated in the Service Area;
- f) Contaminated soils generated in the Service Area;
- g) Residuals from waste diversion facilities including but not limited to recycling facilities and organics processing facilities generated in the Service Area;

- h) Residuals from thermal waste processing facilities including but not limited to biofuels, gasification and energy from waste generated in the Service Area;
 - i) Other waste materials including alternative cover waste material, or daily interim landfill cover at the Landfill generated in the Service Area;
- or

“GENERAL MANAGER, PLANNING, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT DEPARTMENT” means the senior officer of the Planning, Infrastructure and Economic Development Department of the City, or his/her designate;

“GENERAL MANAGER, PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT” means the senior officer of the Public Works and Environmental Services Department of the City, or his/her designate;

“HOST COMMUNITY FEE” has the meaning attributed to it in Section 3;

“LANDFILL” means the expanded footprint for the landfill facility which is part of the West Carleton Environmental Center (“WCEC”) as approved by the Ministry on November 13, 2015, and is zoned as a Waste Processing and Transfer Facility;

“LANDFILL CELL” means each unique section designed and constructed to contain volume of Eligible Waste in the active Landfill;

“PLAN” or “SITE PLAN” means the site plan approval under File No. D07-12-15-0085 and any agreement subsequently executed in respect of such approval and registered on title to the Subject Lands;

“PUBLIC LIAISON COMMITTEE” means the West Carleton Environmental Centre Public Liaison Committee;

“RESIDENTIAL WASTE” means household waste generated by single and multi-unit residences;

“SERVICE AREA” means the area more particularly described in Schedule “B”;

“SUBJECT LANDS” means the lands more particularly described in Schedule “A”;

“WASTE PROCESSING AND TRANSFER FACILITY” has the same meaning as defined in By-law 2008-250, as may be amended, being a facility where putrescible and/or non-putrescible waste is sorted, processed, or temporarily stored prior to transfer off site and may include a source separated organics and bio-solids processing and storage facility;

“**TAX**” means any tax, compensation rate, levy, fee or other charge;

2. **RESTRICTION ON USE OF SERVICE AREA**

Without the consent of the General Manager, Planning, Infrastructure and Economic Development Department or her/his successor, Waste Management will not dispose at the Landfill of any Eligible Waste other than Eligible Waste generated within the boundaries of the Service Area. Waste that would be Eligible Waste if generated inside the Service Area but is generated outside the Service Area, will not be accepted for disposal at the Landfill. It is acknowledged and agreed that the origin of Eligible Waste shall be restricted to the Service Area.

Eligible Waste processing and transfer station Eligible Waste cannot be imported if originating outside the Service Area without such consent. Waste Management will provide such information as the City may reasonably require to confirm compliance with this provision. In particular, it will be a condition to the eligibility of any transfer station to bring Eligible Waste for disposal at the Landfill that it certifies and provides satisfactory evidence as to origin of the relevant Eligible Waste from within the Service Area.

3. **HOST COMMUNITY FEE**

- (a) Waste Management acknowledges and agrees, that for so long as the Landfill is operational under the terms of this Agreement, it shall pay to City a “Host Community Fee” of \$3.35 per metric tonne on all Eligible Waste disposed of in the expanded active Landfill, specifically within the Landfill Cells, save for Eligible Waste disposed of by, or at the request of the City, and for any Eligible Waste that can be used as daily cover (“Eligible Waste Daily Cover”).
- (b) For Eligible Waste Daily Cover, Waste Management shall pay to the City a Host Community Fee of \$1.00 per metric tonne, on Eligible Waste Daily Cover disposed of in the Landfill Cells, up to 60,000 metric tonnes per Contract Year. In the event that Waste Management utilizes more than 60,000 metric tonnes of Eligible Waste Daily Cover in the Landfill Cells in a Contract Year, Waste Management shall pay to the City the Host Community Fee of \$3.35 per metric tonne on the metric tonnes of Eligible Waste Daily Cover in excess of 60,000 metric tonnes, disposed of in the Landfill Cells in such Contract Year.
- (c) All amounts paid pursuant to this section of the Agreement shall be directed into two funds with:

- seventy percent (70%) allocated directly to Ward 5 (West-Carleton March) Ward 4 (Kanata North), Ward 6 (Stittsville), Ward 23 (Kanata South), and Ward 21 (Rideau-Goulburn) (collectively referred to as the “Local Wards”)
 - thirty percent (30%) allocated to a City-Wide account.
- (d) Allocation of these funds will be determined by the City in consultation with Waste Management. No expenditure will be eligible for financing in whole or in part by the Host Community Fee amounts in respect of any initiative which is in conflict with Waste Management’s WCEC operations (to be assessed by Waste Management acting reasonably). The City and Waste Management will be identified as co- sponsors of each initiative financed in whole or in part by the Host Community Fee amounts.
- (e) The amounts payable pursuant to this section shall be paid quarterly to the City within thirty (30) days of the end of the quarter. Interest, compounded monthly, at an annual rate which is 2% higher than the City of Ottawa’s current chartered bank prime lending rate shall be payable on outstanding amounts.
- (f) Documentation shall be provided to the City’s satisfaction on a quarterly basis that provides reasonable detail on the amounts and types of Eligible Waste disposed of in the Landfill. It is expressly acknowledged and agreed that Waste Management shall provide to the City the Annual Report which shall include both the Eligible Waste tonnage amount and the specific amount disposed of as Eligible Waste Daily Cover expressed as a tonnage amount.
- (g) Upon request, the City shall provide to Waste Management and/or the Public Liaison Committee with an annual report of the funds received, allocated, and expensed in respect of this section.
- (h) On the first day following the end of each five (5) Contract Year increment during the term of this Agreement, Waste Management shall effect an increase to the Host Community Fee subject to the same exceptions set forth above, which shall amount to \$0.05 CAD per metric tonne on all Eligible Waste disposed of in Landfill Cells of the expanded active Landfill, save for Eligible Waste disposed of by or at the request of the City, on which no Host Community Fee is levied; and for any Eligible Waste Daily Cover, on which there shall be no increase in the Host Community Fee.

4. **LOCAL INITIATIVES AMOUNT**

- (a) In addition to, and at the same time as the Host Community Fee, Waste Management shall pay to City a further amount (the "Local Initiatives Amount") of \$0.05 per metric tonne on all Eligible Waste disposed of in the Landfill specifically within the Landfill Cells except for Eligible Waste disposed of by the City, and except also for Eligible Waste Daily Cover. All Local Initiative Amounts will be allocated to initiatives within the Local Wards identified in Section 3(c), and the amount paid pursuant to this section of the Agreement shall be directed into a fund established for Local Initiative Amounts, separate from those funds noted in Section 3.
- (b) Allocation of these funds will be jointly determined by the City and Waste Management, each acting reasonably. No expenditure will be eligible for financing in whole or in part by the Host Community Fee amounts in respect of any initiative which is in conflict with Waste Management's WCEC operations (to be assessed by Waste Management acting reasonably). The City and Waste Management will be identified as co-sponsors of each initiative financed in whole or in part by the Local Initiatives Amount.

5. **TAXES AND OTHER AMOUNTS**

- (a) The City shall not, at any time in the future, require any additional host community fee or otherwise levy or charge any Tax or other amount in respect of the operations of the WCEC beyond that which is contemplated within this Agreement. Waste Management acknowledges that the City will continue to impose property taxes, utility rates and fees pursuant to the Leachate Agreement-Sanitary Sewer dated October 1st, 2012 (file # W19-05CWSI).
- (b) The City acknowledges Waste Management's concern about the potential impact of the proposed changes to real estate tax assessment for landfills within the province of Ontario and agrees that:
- i. if the assessed value of the Landfill materially increases at any time whether as a result of introduction, or modification from time to time, of the proposed royalty-based assessment regime or otherwise, and/or
 - ii. the rate of taxation applicable to the Landfill tax class which is imposed by the City or other taxation authority from time to time increases in relation to any taxation year beyond the rate that would otherwise be applicable had such changes not been implemented

(either of such events being referred to as a "Nonstandard Increase"), there will be a corresponding reduction in the amount of the Host Community Fee and/or Local

Initiatives Amount paid by Waste Management to compensate Waste Management for the impact of the Nonstandard Increase.

6. **TERMINATION OF PRE-EXISTING ARRANGEMENTS**

The Parties acknowledge and agree that, upon execution, this Agreement shall supersede the arrangement between them reflected in the Settlement Agreement entered into by the Parties and others as of May 30, 2001 in relation to the Closed Facility and that, as between themselves, all matters previously addressed by the Settlement Agreement have been fully and finally concluded and terminated by the Parties.

7. **PUBLIC LIAISON COMMITTEE**

- (a) The Parties acknowledge and agree to the continuation of the Public Liaison Committee, established in 2014, and having as its composition the Ward Councillors representing the Local Wards, two representatives of Waste Management, two representatives from the local business communities, and three representatives of the public.
- (b) The Public Liaison Committee will provide input to Waste Management on matters pertaining to the development and ongoing operation of the Landfill, including the proposed disposal and diversion facilities but, for greater certainty, will have no decision-making authority or operational responsibilities.

8. **CITY WASTE**

- (a) The City states that staff will review future landfill capacity requirements at its Trail Road landfill in the 2021 calendar year. Should City Council establish a direction on capacity preservation within its 2021-2024 Term Priorities, the City confirms that it shall undertake consultation with privately -owned landfills that have an existing host municipal responsibility agreement with the City (such as this agreement) to determine whether any such issues can be addressed through a disposal agreement, which may be negotiated as an amendment to an existing host agreement.
- (b) It is acknowledged and agreed by the Parties that such consultation does not constitute a guarantee or obligate the City with respect to its solid waste initiatives, future contracts or practices. It is further acknowledged and agreed

that this clause does not prevent the City from engaging in a competitive bid process or negotiating such other agreements as it may deem appropriate.

9. **MONITORING**

- (a) Waste Management acknowledges and agrees that, pursuant to the ECA it is obligated to provide ongoing monitoring with respect to groundwater and odours. Compliance monitoring shall be as established in the “West Carleton Environmental Centre Environmental Assessment (EA) Compliance Monitoring Program (CMP) under EA File: 02-08-02 dated June 2015” or as may be amended with the approval of the Ministry.
- (b) Waste Management acknowledges and agrees that a copy of its monitoring reports shall be made available to both the City and the Public Liaison Committee at the same time that such reports are provided to the Ministry under the above condition.
- (c) The Parties acknowledge that the purpose of such reports is for information and comment only and the City recognizes that the Ministry has jurisdiction with respect to complaints that may be made in respect of odour monitoring.

10. **PROPERTY VALUE PROTECTION PLAN**

Waste Management acknowledges and agrees that it has committed to provide a Property Value Protection Plan (PVPP) as a condition of its approval from the Ministry. Such a plan must be provided to the Public Liaison Committee, with notice to the City, at least ninety (90) days prior to opening of the Landfill.

11. **HOST COMMUNITY FEE ADJUSTMENT**

Waste Management confirms its commitment to diligently and professionally manage the Landfill to a standard meeting or exceeding industry standards. Further to Section 2 above, if Waste Management breaches Section 2 by disposing at the Landfill any waste other than Eligible Waste generated within the boundaries of the Service Area (“External Tonnages”), Waste Management shall:

- a) pay an extra \$2.00 per metric tonne on the tonnages that were External Tonnages; and

- b) Remove from the Landfill tonnages equivalent to the External Tonnages.

If at any time Waste Management should breach any other provision of this Agreement with the result that there is a finding by the Ministry of a sustained material and adverse impact on the surrounding community, Waste Management shall comply with the timelines and requirements issued by the Ministry to address the finding and will keep the City informed of its efforts to so address the Ministry requirements.

12. **INDEMNIFICATION**

Waste Management, on behalf of itself, its heirs, successors, administrators and assigns agrees to hold harmless and indemnify the City of Ottawa and its current and former employees, consultants, council members, agents, successors and/or assigns from any and all actions, causes of action, grievances, applications, complaints, claims, demands and proceedings of whatever kind, for damages, indemnity, costs, compensation which may arise now or may arise in the future, with respect to the terms of this Agreement or the operation of the facility on the Subject Lands.

13. **ESTOPPEL**

Waste Management for itself and its successors and assigns, covenants and agrees that it will not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative or other tribunal the right of the City to enter into this Agreement and this provision may be pleaded by the City in any action or proceeding as a complete and conclusive estoppel of any denial of such right.

14. **CHANGES TO AGREEMENT IN WRITING**

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by Waste Management and the City pursuant to and in accordance with the authority delegated by Council, and shall be binding upon Waste Management and the City as fully to the same as if set out herein.

15. **SUBSEQUENT PARTIES AND GENDER**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrator, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon Waste Management are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall

be construed as if plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if grammatical and terminological changes thereby rendered necessary has been made.

16. DISPUTE RESOLUTION

Except as otherwise provided in the Agreement, any dispute under the Agreement (a "Dispute") will be resolved as follows:

- a) Waste Management and the City shall make all reasonable efforts to promptly resolve any Dispute, controversy or claim by negotiations, which shall be initiated by either of them giving to the other written notice (the "Dispute Notice") containing details of the Dispute and the other shall provide its written reply thereto within ten (10) business days;
- b) If, for any reason, the Dispute has not been resolved as aforesaid within a further ten (10) business days after receipt of the reply to the Dispute Notice, then the Dispute shall be elevated to the position of General Manager, Public Works and Environmental Services Department ("General Manager") and the position of Director of Landfill Operations of Waste Management for resolution. The General Manager and Director of Landfill Operations shall have a period of a further twenty (20) business days to attempt to resolve the Dispute;
- c) If, after the aforementioned twenty (20) business day period has expired, the Dispute remains unresolved, then the Parties shall proceed to attempt to resolve the Dispute by way of attending a mediation in Ottawa. Either party may initiate the mediation by providing a written notice to the other Party to schedule the mediation (the "Mediation Notice"). The Mediation Notice will include the name of the proposed mediator. Provided the Parties agree on the name of a mediator and subject to the availability of the mediator, such mediator and the Parties shall hold the mediation within thirty (30) business days of the mediator's appointment. If the Parties cannot agree on the mediator to be appointed within three (3) business days of receipt of the Mediation Notice, either may apply to the Ontario Superior Court of Justice in Ottawa, Ontario, to have such a mediator appointed. The mediator's fees, costs and expenses shall be borne equally by the Parties.

- d) Should the Parties not be able to resolve the Dispute at a mediation, the Parties may commence a proceeding in the Ontario Superior Court of Justice in Ottawa, Ontario to resolve the matter; and
- e) The time limits referred to in this Section may be abridged or extended by mutual agreement of the Parties.

Waste Management and the City shall continue to fulfill their obligations in respect of the Agreement during any claim or Dispute. It is understood by the Parties that such action will not jeopardize any Dispute or claim either Party might have.

17. **NOTICES**

Any notice required to be given herein shall be in writing and may be delivered personally, by electronic means or by registered mail and if to the City, shall be addressed to:

The office of the City Clerk

110 Laurier Avenue West, Ottawa, ON K1P 1J1

with a copy to:

General Manager, Public Works and Environmental Services Department

100 Constellation Drive, 5th Floor

Ottawa, ON K2G 6J8

or at such other address at which the City offices are located in the future; and, if to Waste Management shall be addressed to:

Waste Management

117 Wentworth Ct., Brampton, ON L6T 5L4

Attention: President

or at such other address as Waste Management may advise the City in writing.

Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

18. **PARAGRAPH HEADINGS**

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

19. **SCHEDULES**

The following schedules form part of this Agreement:

- Schedule "A" Legal Description of the Subject Lands
- Schedule "B" Service Area

20. **COUNTERPARTS**

This Agreement may be executed by the parties in separate counterparts and delivered by electronic PDF transmission, each of which so executed and delivered shall be a duplicate original, but all such counterparts shall together constitute one and the same instrument. For any Agreement the City has deemed to require registration on title, the Parties agree that an original executed copy shall be provided to the City following receipt of the electronic PDF transmission. Such original copy shall be used for registration.

To evidence this agreement, the Parties are executing it below as of the • da y o f •, •

DATED AT _____ this _____ day of _____, 20_____.

-) **WASTE MANAGEMENT OF CANADA CORPORATION**
-) **Per:**
-) _____
-) **Name:**
-) **Title:**
-) _____
-) **Name:**
-) **Title:**

I/We have authority to bind the Corporation

**(THIS SPACE INTENTIONALLY LEFT BLANK,
EXECUTION OF THIS DOCUMENT ALSO OCCURS ON THE NEXT PAGE)**

DATED AT OTTAWA this _____ day of _____, 20_____.

Approved for execution) **CITY OF OTTAWA**
) **Per:**
)
)
) _____
City Solicitor) **Jim Watson, Mayor**
)
) _____
) **Deputy City Clerk**

**We have authority to bind the
Corporation**

SCHEDULE "A"

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

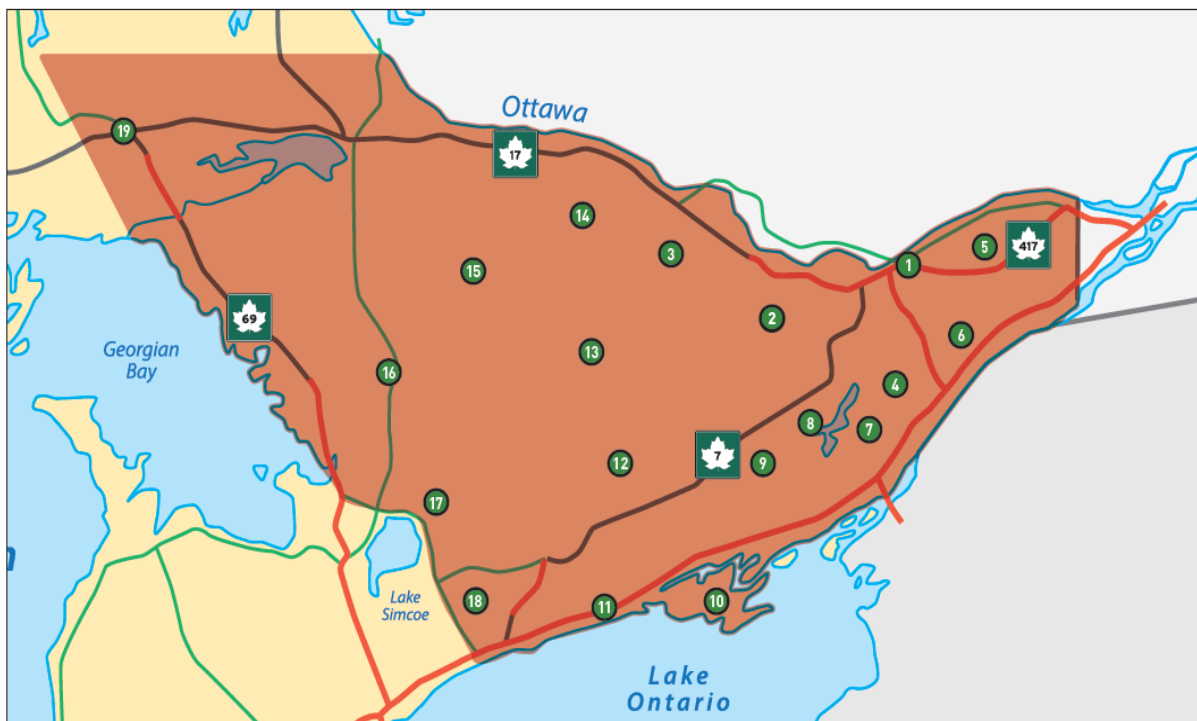
All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, being composed of:

DESCRIPTION	P.I.N.
Firstly: Part of Lots 3 and 4, Concession 3, Huntley, designated as Part 1 on Plan 5R-12533 save and except Parts 1 and 2 on Plan OC536758; City of Ottawa	04536-1282
Secondly: Consolidation of various properties, Part Lot 3, Concession 3, Huntley, designated as Part 1 on Plan 5R-4345 and Part 1 on Plan 4R-14182; City of Ottawa	04536-0723
Thirdly: Part of Lot 4, Concession 3, Huntley, as in NS138205, save and except Part 1 on Plan 4R-14182; City of Ottawa	04536-0399
Fourthly: Part of Lot 4, Concession 3, Huntley, as in N765624; City of Ottawa	04536-0392
Fifthly: Part of Lot 5, Concession 3, Huntley, as in N338701; City of Ottawa	04536-0384

Sixthly: Part of Lot 4, Concession 3, Huntley; designated as Parts 1, 2, 3, 4, 5, 6, 7 and 8 on Plan 4R-9230; City of Ottawa	04536-0181
Seventhly: Part of Lot 4, Concession 3, Huntley, as in N765631; City of Ottawa	04536-0180
Eighthly: Part of Lot 4, Concession 3, Huntley, as in N299973; City of Ottawa	04536-0177
Ninthly: Part of Lot 4, Concession 3, Huntley, as in N299777; City of Ottawa	04536-0176
Tenthly: Part of Lot 4, Concession 3, Huntley, as in CT256061; City of Ottawa	04536-0175
Eleventhly: Part of Lot 4, Concession 3, Huntley, as in CT157338 and CT157339, except CT157340; City of Ottawa	04536-0172
Twelfthly: Part of Lot 4, Concession 3, Huntley, as in NS253990; City of Ottawa	04536-0171
Thirteenthly: Part of Lot 4, Concession 3, Huntley, as in N731718; City of Ottawa	04536-0170
Fourteenthly: Part of Lot 5, Concession 3, Huntley, designated as Part 1 on Plan 5R-3716; City of Ottawa	04536-0168
Fifteenthly: Part of Lot 5, Concession 3, Huntley, designated as Parts 2 and 3 on Plan 5R-10801; City of Ottawa	04536-0167
Sixteenthly: Part of Lot 5, Concession 3, Huntley, designated as Part 1 on Plan 5R-10801; City of Ottawa	04536-0166
Seventeenthly: Part of Lot 5, Concession 3, Huntley, designated as Parts 1 and 2 on Plan 5R-11322; City of Ottawa	04536-0169

SCHEDULE "B" SERVICE AREA

SCHEDULE B – SERVICE AREA



- | | | | |
|---|--|--------------------------|-------------------------------------|
| 1 City of Ottawa | 4 United Counties of Stormont, Dundas, and Glengarry | 10 Prince Edward County | 15 Parry Sound District |
| 2 Lanark County | 7 Frontenac County | 11 Northumberland County | 16 District Municipality of Muskoka |
| 3 Renfrew County | 8 Lennox and Addington County | 12 Peterborough County | 17 City of Kawartha Lakes |
| 4 United Counties of Leeds and Grenville | 9 Hastings County | 13 Haliburton County | 18 Regional Municipality of Durham |
| 5 United Counties of Prescott and Russell | | 14 Nipissing District | 19 City of Greater Sudbury |