



Recycler License

003-06

In accordance with the Cowichan Valley Regional District Solid Waste Management Plan and Bylaw No. 2570 – *Waste Stream Management Licensing Bylaw, 2004,*

Fisher Road Holdings Ltd.

(the "Licensee") is authorized to operate a

Composting and Recycling Facility

at the following location:

1355 Fisher Road, Cobble Hill, BC

Date Issued: May 23, 2018



Manager, Recycling & Waste Management

May 23, 2018
Date Signed

License No. 003-06

1.0 DEFINITIONS

1.1 Definitions

In this License, terms defined in the *Bylaw* shall have the same meaning, unless otherwise defined in this License, and:

“*Annual*” in relation to tonnage limits at Section 4.3 shall mean a calendar year;

“*Bylaw*” shall mean the CVRD Bylaw No. 2570, *Waste Stream Management Licensing Bylaw, 2004* and as amended from time to time;

“*CSR*” shall mean the *Contaminated Site Regulation (B.C. Reg. 375/96)* as amended or replaced from time to time;

“*ENV*” shall mean the Ministry of Environment and Climate Change Strategy;

“*Facility*” shall mean the composting and recycling facility operated by Fisher Road Holdings Ltd. located at 1355 Fisher Road, Cobble Hill, BC;

“*Garbage*” shall mean any material containing putrescibles (other than yard waste, food waste, mixed organics, or other material that is or will be processed as compost at the facility) and includes residual waste from both composting and recycling facilities that contains putrescible material;

“*Hazardous Waste Regulation*” shall mean the *Hazardous Waste Regulation (B.C. Reg. 63/88)* as amended or replaced from time to time;

“*Mixed loads*” shall mean waste that contains recyclable material, including recyclable materials that are mixed with materials that are not capable of being recycled, but in no case shall it include compost, compostable, or putrescible material;

“*Operating Plan*” shall mean the Revised Operating Plan, prepared by Dr. Hubert Timmenga of Timmenga & Associates Inc., dated May 9, 2018 (the “*Operating Plan*”), subject to changes approved by the Manager pursuant to s. 11.4 of the Bylaw;

“*OMRR*” shall mean the *Organic Matter Recycling Regulation (B.C. Reg. 18/2002)* as amended or replaced from time to time; and,

“*Property*” shall mean the land legally described as LOT 1, SECTION 13, RANGE 6, SHAWNIGAN DISTRICT, PLAN 29581.

2.0 FACILITY

2.1 Location of Authorized Facility

The operation of the *Facility* shall be restricted to the area of the Property shown on the Site Plan dated May 3, 2018, as listed in Section 3.1(e).

3.0 OPERATING REQUIREMENTS

3.1 General

The following documents, and all requirements contained therein, as submitted by the Licensee are incorporated by reference and form part of this License:

- a. The Fire and Emergency Preparedness Plan, and the included Contingency Plan, both dated May 9, 2018 and prepared by Timmenga & Associates Inc., and submitted by Hubert Timmenga on May 9, 2018;
- b. The Liquid Waste Management Plan, dated May 9, 2018, prepared by Timmenga & Associates Inc. and submitted by Hubert Timmenga on May 9, 2018;
- c. The Odour Management Plan, dated May 9, 2018, prepared by Timmenga & Associates Inc. and submitted by David Laing on May 11, 2018;
- d. The *Operating Plan*, dated May 9, 2018, and the Closure Plan included in that Operating Plan, prepared by Timmenga & Associates Inc. and submitted by Hubert Timmenga on May 9, 2018; and,
- e. The Site Plan, dated May 3, 2018 and prepared by J E Anderson & Associates and submitted by Hubert Timmenga on May 9, 2018.

3.2 Access

3.2.1 The Licensee shall provide a locking gate on all access roads to prevent unauthorized access and ensure that they are locked at all times the *Facility* is unattended.

3.2.2 Access routes to and through the *Facility* shall be constructed from suitable material capable of providing all weather access for all operations and emergency vehicles.

3.2.3 All truck traffic shall enter and exit the *Facility* via Fisher Road and Highway 1 to reduce traffic at or near the Cobble Hill Village.

3.3 Communication

The Licensee shall ensure that the *Facility* has:

3.3.1 telephone service that is capable of immediately summoning fire, police or emergency service personnel in the event of an emergency;

3.3.2 a complaint management system that receives, promptly investigates and, as applicable takes corrective actions to address complaints received by the Licensee from members of the public, including complaints provided to the Licensee by the Cowichan Valley Regional District (the “District”), concerning the operation of the *Facility*. The Licensee must make reasonable efforts to respond to such complaints within five (5) business days of the Licensee’s receipt, and must provide a copy to the CVRD of the complaint received and the Licensee’s response; and,

3.3.3 a notification system that ensures that neighbouring properties that may be affected are informed about planned maintenance work that may result in nuisance concerns such as, odours, noise or dust beyond the *Property* boundary.

3.4 Area Maintenance and Litter Control

The Licensee shall prevent the escape of litter, mud or debris from the *Facility* to adjoining roads or adjacent lands in accordance with the *Operating Plan* and within 300 metres of the *Property*.

3.5 Supervision and Load Inspection

3.5.1 An attendant employed by the Licensee shall be present at all times that the *Facility* is open for business and shall inspect and record each load received before mixing with any other loads.

3.5.2 At no time shall the Licensee allow or permit the dropping off of waste or recyclable material when the *Facility* is closed and unattended.

3.5.3 A record shall be maintained of all rejected loads including date, time, type of material, hauler’s name, generator’s name and vehicle license number.

3.6 Removal

The Licensee shall ensure that any waste or recyclable material that is removed from the *Facility* is taken to a site or facility that complies with all applicable provincial, state or federal regulations and with zoning regulations and any other applicable enactments and that holds all licenses, permits or approvals required by the jurisdiction in which the facility is located and can produce documentary evidence confirming the above.

3.7 Burning Prohibited

The Licensee shall not burn any material at the *Facility* and shall take all precautionary measures possible to reduce the potential risk of ignition of onsite materials.

3.8 Operating Plan

3.8.1 It is a condition of this License that the Licensee shall not operate the *Facility* except in strict compliance with the terms and conditions of the *Operating Plan* attached to and forming a part of this License, as well as all other documents listed under Section 3.1 of this License. In

circumstances where the terms and conditions of the documents listed in Section 3.1 are inconsistent with those set out in this License, the terms and conditions of this License will apply.

3.8.2 If the Licensee operates the *Facility* other than in strict compliance with the terms and conditions of this License, the *Operating Plan* or the other documents set out in Section 3.1, the Licensee will be in breach of this License. In that case, the Manager may, at his or her sole discretion, in addition to any other action he or she may take, suspend or cancel the License.

3.8.3 The Licensee shall not amend the *Operating Plan*, or any of the other documents set out in Section 3.1 of this License, without first having received written approval of the Manager pursuant to the *Bylaw*.

3.9 Fire Protection

3.9.1 The Licensee shall ensure that the *Facility* complies with all applicable statutes, codes, bylaws, regulations and orders relating to fire safety and fire prevention.

3.9.2 The Licensee shall ensure access to and provide and maintain necessary related works associated with an adequate water supply, or other suitable fire suppressant on site for extinguishing fires on site.

3.9.3 In the event of a fire, the Licensee shall immediately notify the local fire department and the Manager (telephone number: 250.746.2530 and email es@cverd.bc.ca) and take all measures necessary to extinguish the fire.

4.0 TERMS AND CONDITIONS

4.1 Acceptable Materials

The *Facility* may accept for processing, transferring, and brokering purposes all materials listed below:

1. Yard and Garden Waste
2. Food Waste
3. Drywall
4. Wood Waste
5. Scrap Metal
6. Concrete/Brick/Rubble
7. Asphalt Roofing
8. Tar and Gravel Roofing
9. Cardboard
10. Mixed Paper
11. Mixed Rigid Containers
12. *Garbage*
13. Product Stewardship Items
14. *Mixed Loads*

4.2 Unacceptable Material

4.2.1 The *Facility* shall not accept:

- i. Hazardous waste as defined by the *Hazardous Waste Regulation*, except for:
 - a. Product Stewardship Items as allowed for under the provincial *Recycling Regulation (B.C. Reg. 449/2004)*; or,
 - b. Asbestos containing materials such as drywall, insulation, flooring, tiles, pipes and similar materials, but only in amounts that can be safely unloaded from the delivering vehicle by hand, and provided the materials are managed in accordance with the *Hazardous Waste Regulation*; or
- ii. Any other materials not authorized in Section 4.1 of this License, or in excess of the amounts permitted in Section 4.3 of this License.

4.3 Quantities

4.3.1 For the purpose of this section, the term ‘quantity’ includes any gases, liquids, or solids intermingled with the specified material. These quantities shall apply regardless of the state, condition, or form of the waste or recyclable material. All tonnages and volumes set out in this section are regulatory limits.

4.3.2 The total weight in metric tonnes (MT), by type, of materials that may be received, stockpiled or shipped at the *Facility* shall not exceed the quantities listed below:

Table 1 – Total Weight Permitted of Materials Received, Stockpiled or Shipped

IN-VESSEL COMPOSTING FACILITY			
A	B	C	D
Material(s)	Phase*	Maximum Onsite Quantity (MT)	Maximum <i>Annual Scaled Input / Scaled Output</i> (MT)
1. Yard and Garden Waste - Unground	S	75	20,000** / 0
2. Yard and Garden Waste - Ground	P	320	
3. Food Waste	S	0	16,000** / 0
4. Mixed Organics (waiting to be placed in the primary composting system)	P	336**	NA: Stockpiled Only, No Throughput
5. Composting Organics (primary, secondary and curing compost)	P	See Table 2 below for volumetric limits	NA: Stockpiled Only, No Throughput

6. Class A Compost - Unscreened	P	660	0 / No Limit
7. Class A Compost - Screened	P	5,000	0 / No Limit
8. <i>Garbage</i> (from composting and recycling centre)	S	20 ^{***}	NA / 2,000

RECYCLING FACILITY			
A	B	C	D
List of Material(s)	Phase	Maximum Onsite Quantity (MT)	Maximum <i>Annual</i> Scale Input/Scaled Output (MT)
1. Drywall	S	11	NA / 1,100
2. Wood Waste	S/P	57.2	NA / 4,950
3. Scrap Metal	S	11	NA / 1,210
4. Concrete/Brick/Rubble	S	11	NA / 364
5. Asphalt Roofing	S	16.5	NA / 1,100
6. Tar and Gravel Roofing	S	15	NA / 300
7. Cardboard	S	2.2	NA /160
8. Mixed Waste Paper	S	1.1	NA /105.6
9. Mixed Rigid Containers	S	1.1	NA / 275
10. Product Stewardship Items	S	No Limit	No Limit
11. <i>Mixed Loads</i>	ML	35	NA / 4,000

* The 'phase' described in column B in the above tables indicates if the material is a mixed load (ML), separated (S), or processed (P).

**Comingled food waste and yard and garden waste received from municipal and private curbside collection programs shall be tracked and reported pursuant to Section 5.2 and as 'comingled organics'. Comingled organics received by the *Facility* shall be counted toward the License limits for food waste and yard waste. Comingled organics, together with source separated food waste and yard waste shall not exceed the License limit of 36,000 tonnes of *annual* scaled input (see bullet 1, 2, 3 and column D above).

***There is a volumetric limit on compost residuals of 15 m³ pursuant to Section 29 of *OMRR* which must also be complied with.

"NA" indicates that scaling limits are not applicable to the material and phase indicated.

4.3.3 The Licensee may include *mixed loads* in *garbage*, but may not stockpile or discharge *garbage* as part of the *mixed load* stockpile limits or output limits.

4.3.4 In addition, the maximum onsite quantity of composting materials at the primary, secondary and curing stage of the composting process shall not exceed the volumetric limits in cubic metre (m³) of any of the composting systems (the primary, secondary, and curing systems) set out in Table 2 below:

Table 2 – Volumetric Limits of Primary, Secondary and Curing Compost

Composting System	Volumetric Onsite Limits
Primarily Composting # 1 Biocells - Zones 1-3	235 m ³ per biocell
Primarily Composting # 2 Zones 10-15	235 m ³ per zone
Secondary Composting Zones 16-31	225 m ³ per zone
Curing Composting	
Zones 32-36	295 m ³ per zone
Zones 37-41	235 m ³ per zone
Zones 42-47	210 m ³ per zone

Zones 4 to 9 in the Composting Building may be used for: short-term storage mixed organics waiting to be placed in the primarily composting system, yard and garden material and compost overs.

4.3.6 If additional materials, not identified in this License are proposed to be managed, and/or if increases of the maximum onsite quantity (stockpile) for each material are required, and/or if increases of specified input or output of each material are desired, then the Licensee will be required to apply for a License amendment pursuant to the *Bylaw*.

4.4 Hours of Operation

4.4.1 Subject to any further restrictions under any other enactments, the *Facility* may only:

- i. operate and allow access to vehicles transporting materials to and from the *Facility* between:
 - a. 7:00 a.m. and 7:00 p.m., Monday through Saturday; and,
 - b. 8:00 a.m. to 5:00 p.m. Sundays; and,
- ii. be open to individual members of the public for drop-off of material originating from the individual's residence, between 8:00 a.m. and 5 p.m. Monday to Sunday.

4.4.2 To prevent noise nuisance, operations shall be limited in accordance to the *Operating Plan*, with the additional requirement that no diesel grinding equipment may operate on Saturdays or Sundays.

4.5 Material Handling and Storage, and Measures to Protect Environment, Health, and Address Impact on Adjacent Lands

The management of all materials at the *Facility*, and all the measures to protect the environment, site and adjacent lands, shall be in accordance with the documents set out in Section 3.1 of this License. In addition, the License conditions set out below apply:

Material Handling and Storage

- 4.5.1 All materials that may, or have the potential to impact the environment, must be:
- i. managed and stored on an impermeable surface with a leachate collection and management system; or,
 - ii. managed and stored under a covered structure, with storm water run-on protection to prevent the generation of any leachate.
- 4.5.2 All *garbage* must be stored inside a composting building that is equipped with negative pressure and a biofilter, whether it is received by the composting facility or the recycling facility;
- 4.5.3 *Garbage* received at the recycling facility must be moved to a storage bin inside a composting building at the end of the business day that it is received;
- 4.5.4 *Garbage* shall be covered before being removed from the *Facility*, and if wet, must be transported in sealed containers to prevent leachate from escaping;
- 4.5.5 The recycling facility's *mixed loads* bin shall be removed from the *Property* when full and, in any event must be removed and emptied at least once every seven (7) days; and,
- 4.5.6 To prevent yard waste from going anaerobic, it may not be stored onsite for more than seven (7) days after arriving to the *Property* before it is ground and moved inside the Composting Operations Building, or moved to a leachate controlled aeration floor outside.

Compost

- 4.5.7 All composting shall occur in accordance with the *OMRR*;
- 4.5.8 The carbon to nitrogen ratio (C:N) for the composting mix shall be between 20:1 and 40:1, with an optimum of 30:1;
- 4.5.9 The required moisture for the:
- a) composting mix and the primary compost shall be 50-60%; and,
 - b) the secondary and curing composting phase shall be 35-60%, with a target of 50%.
- 4.5.10 The lower level for oxygen in the composting material shall be 10%, with an ideal of 15%;

- 4.5.11 For the purposes of monitoring and recording the maturity of compost under this License, the Solvita Compost Maturity Test is an acceptable method, and compost with a Solvita Maturity Index of 7 or higher, when measured in accordance with manufacturer's instructions, shall be considered stable and mature;
- 4.5.12 Compost that does not have a Solvita Carbon-Dioxide test result of 6 or higher, when measured in accordance with manufacturer's instructions, shall not be screened outdoors;
- 4.5.13 All screened Class A compost material piles shall be limited to 7.5 meter in height for fire prevention and response, as well as odour reduction; and,
- 4.5.14 Compost will be considered as Class A when determined to meet all applicable requirements under *OMRR*.

Oil Water Separators

- 4.5.15 Storm water from the recycling operations shall go through an oil and water separator before being directed into an appropriate infiltration system; and,
- 4.5.16 Oil and water separators must be maintained in accordance to the manufacturer's specifications.

Sediment Removal

- 4.5.17 Sediment removal resulting from maintenance of onsite infiltration systems must be tested for potential contaminants and must meet applicable regulations prior to removal from site.

Leachate

- 4.5.18 The Licensee shall prevent the escape of leachate to any surface that is not an impermeable surface equipped with a leachate containment system;
- 4.5.19 All leachate collection system components, including but not limited to all impermeable surfaces, drainage pipes, holding tanks and ponds must, at a minimum be inspected every twelve (12) months to ensure proper functioning;
- 4.5.20 The Licensee shall ensure that storm water and leachate from the *Facility* is collected and discharged in accordance with the documents set out in Section 3.1 and in accordance with Section 4.5 of this License;
- 4.5.21 Any leachate not reused in the composting process must be disposed of at an authorized facility;
- 4.5.22 At a minimum, the leachate, surface water and groundwater must be sampled according to the frequency and parameters set out in the Table 3 below:

Table 3 – Leachate, Surface Water and Groundwater Sampling Requirements

Sample Source	Sample Frequency	Sample Parameters
All leachate/contact water collection tanks and ponds	Once per year <ul style="list-style-type: none"> on or before date Dec 31 	Sampling Package A*
All onsite wells	Twice per year <ul style="list-style-type: none"> once between Jan 1 and Mar 31 once between Sep 1 and Dec 31 	Sampling Package A*
All non-contact storm water collection and infiltration ponds and swales	Twice per year <ul style="list-style-type: none"> once in Mar once between Sep 1 and Dec 31 	Sampling Package A* <ul style="list-style-type: none"> required at both sampling events Sampling Package B** <ul style="list-style-type: none"> required only at one sampling event

***Sampling Package A** must include all of the following sampling parameters:

- Microbiological (fecal coliform and E. coli);
- Alkalinity;
- Hardness;
- Conductivity;
- pH;
- Total dissolved solids (TDS);
- Biological oxygen demand (BOD);
- Major Ions: calcium, chloride, magnesium, potassium, sodium, sulphate and sulphide; and,
- Nutrients: total kjeldahl nitrogen (TKN), total nitrogen, ammonia, nitrate, nitrite, orthophosphate, and total phosphorus.

****Sampling Package B** must include all of the following sampling parameters:

- Light and heavy extractable petroleum hydrocarbons as per CSR (LEPH/HEPH);
- Benzene, toluene, ethylbenzene, styrene and xylenes (BTEX);
- Volatile petroleum hydrocarbons (VPH);
- Polycyclic aromatic hydrocarbons (PAH); and,
- Total and dissolved CSR metals.

Spill or Emergency Resulting in Loss or Damage

4.5.23 The Licensee shall:

- immediately notify the Manager, *ENV*, and any other authority having jurisdiction of a spill, release of material, leachate or liquid that could have the potential to negatively impact the environment, or other emergency incident or event, where notification to that authority is required by law; and,
- immediately notify the Manager, Island Health and any other authority having jurisdiction of an emergency or other event that has resulted in, or has the potential to result in, serious injury, loss or damage to any person or Property.

4.5.24 In the event of a spill or other escape of liquids or materials, the Licensee will be responsible for all cleanup works and expenditures and will be required to provide soil, surface and/or ground water monitoring information collected and prepared by a third party Qualified Professional with applicable areas of expertise, to provide proof that the impacted area has been remediated. All sampling results shall be compared to all applicable regulations and results reported to the Manager. In case of exceeding regulations, a plan to address non-compliance must be submitted to the Manager within sixty (60) days.

Odour Management

4.5.25 In addition to the odour control methods outlined in the documents set out in Section 3.1, the odour control conditions shall be complied with:

- i. All ponds used for leachate and contact storm water shall be equipped with an aerator or circulation pump to reduce risk of odours.
- ii. The onsite biofilters shall be operated according with the documents described in section 3.1 of this License.
- iii. Ammonia concentration shall be tested in the air stream to and from the biofilters and must be done with colormetric gas detection tubes or portable electronic gas monitors.
- iv. In the event of biofilter malfunction, remediation procedures shall be implemented without delay.
- v. A flag or windsock shall be installed at the *Facility* to help staff determine wind direction, and to enable staff to make operational adjustment based on these parameters.
- vi. All *Facility* staff shall partake in an annual odour awareness training program (minimum 2 hrs) that includes the basics of odour science and odour generation, management, monitoring and prevention. The purpose is to ensure that all staff operates the *Facility* in a manner that minimize odour beyond the *Property* boundary at all times. A record of staff that has received such training must be kept and be available upon request.
- vii. The Licensee shall perform the daily odour monitoring program outlined in the documents described in Section 3.1, and shall record and promptly investigate and report all odour complaints brought to the attention of the *Facility* in accordance with Sections 3.3.2 and 3.3.3 of this License.
- viii. The composting buildings shall be equipped with backup generators to ensure that the odour control systems are functioning during power outages.

Vectors

4.5.26 The Licensee shall comply with all provisions in *Operating Plan* and all other documents set out in Section 3.1 relating to the control of pests and vectors in and around the *Facility*; and,

4.5.27 The Licensee shall provide a report on or before March 31 of each calendar year prepared by an independent Qualified Professional describing and verifying the effectiveness of the Facility's methods to address pests and vectors.

Dust Control

4.5.28 Compost screening will not be undertaken unless the compost has first been checked for moisture content. Water shall be added to compost with less than 40% moisture with the purpose to suppress dust while screening;

4.5.29 The Licensee shall ensure that dust from the *Property* does not escape beyond the *Property* boundary and cause a nuisance to neighbouring properties; and,

4.5.30 The Licensee shall ensure that water used for dust suppression and truck wheel wash is captured in the leachate collection system.

4.6 Inspections

4.6.1 The Licensee shall conduct and maintain records of regular inspections of the *Facility* in accordance with the *Operating Plan* and all other documents listed in Section 3.1;

4.6.2 It is a condition of this License that inspections occur in accordance with the frequency and scope outlined below. All requirements outlined below have been taken from the documents forming a part of this License, including but not limited to the *Operating Plan*. In the case of any conflict or inconsistency between the documents listed in Section 3.1, the Licensee shall comply with the more stringent requirement. Records of all inspections must be retained and submitted to the District upon request.

i. The bio-cells':

- a. process control software will be monitored **DAILY** to ensure dampers, valves and airflows through aeration piping are working as intended;
- b. air quality control system (fans, ducting, dampers, biofilter, etc.) will be checked **WEEKLY** for signs of damage or malfunction;
- c. equipment including dampers and valves will be inspected for proper operation and moved through a full range of motion **QUARTERLY**;
- d. operations will be checked **SEMI-ANNUALLY** with hand held instruments, air flows will be measured near automatic sensors and system adjusted where required;

ii. *The primary and secondary compost* will be monitored **DAILY** for temperature, moisture content and oxygen level. Measurements will be used to modify aeration time and composting turning schedules if required;

iii. *The curing compost* will, at a minimum be monitored **WEEKLY** for temperature and moisture. Measurements will be used to modify aeration time and composting turning schedules if required;

iv. The biofilters will be:

- a. monitored **DAILY** for, at a minimum, bed humidity and temperature;

- b. monitored at least **WEEKLY** for all operating parameters (including oxygen levels, bed pH, ammonia in biofilter output and pressure drop);
- c. aeration systems (ductwork and fans) and air pressure will be measured **QUARTERLY**;
- v. *The Facility* will be inspected **DAILY** for:
 - a. Litter;
 - b. Odour;
 - c. Water levels in the leachate and storm water collection ponds and tanks; swale and rock pits; and,
 - d. Local weather, including precipitation, venting index and wind direction.

4.7 Closure Plan

4.7.1 It is a condition of this License that the Licensee shall notify the Manager of impending *Facility* closure at least thirty (30) days before the closure is scheduled to occur;

4.7.2 After notifying the Manager of impending *Facility* closure, the Licensee must complete the steps set out in the Closure Plan. Without limiting the authority of the Manager under Section 10.9 of the *Bylaw*, an independent Qualified Professional must confirm in writing to the Manager that the steps set out in the Closure Plan have been fulfilled before the security will be return; and,

4.7.3 The Licensee shall not amend the Closure Plan without first having received approval of the Manager.

5 RECORDS AND REPORTING

5.1 Recordkeeping

The Licensee shall retain the following at 1355 Fisher Road, or be able to produce it immediately via fax to the office at 1355 Fisher Road for examination upon request:

- 5.1.1 Copy of this License;
- 5.5.2 Copy all documents listed under Section 3.1 of this License;
- 5.5.3 Copies of the monthly statements referred to in Section 5.2 of this License; and,
- 5.5.4 Copies of all electronic and hard copy information and data upon which the required reports under Section 5.2, 5.3 and 5.4 are prepared, including but not limited to copies of all *Facility* inspection, complaints received by the *Facility* and records of staff training.

5.2 Monthly Reporting of Quantities

The Licensee shall record the scaled quantity and type of all materials received and shipped from the Facility for which tonnage limits apply, and the maximum tonnage (and volume where

specified) on site at any one time for all materials to which volume or tonnage limits apply. The records shall be submitted to the Manager on a monthly basis within twenty-one (21) days after the last day of the previous month.

5.3 Reporting of Deviation from Normal Operating Practices

- 5.3.1 Unacceptable material must be removed from the *Facility* in accordance with the *Operating Plan* and within forty-eight (48) hours of receipt. The event will be reported verbally to the Manager as soon as possible and in writing within forty-eight (48) hours;
- 5.3.2 The Licensee shall notify the Manager, during regular business hours and at least twenty-four (24) hours in advance, of any planned *Facility* upgrades that may result in community concerns, such as odour, dust or noise concerns. The notice to the Manager shall include the specific date and times that the planned activity will occur;
- 5.3.3 The Licensee shall notify the Manager as soon as possible, but no later than twenty-four (24) hours after any unexpected issue occurred that may result in community concerns which may result in odour, dust and noise concerns.

5.4 Annual Report

On or before March 31 of each calendar year, the Licensee shall submit an annual report prepared by a third party Qualified Professional that includes a summary of the following monitoring requirements and results, and a brief assessment of issues and resolutions:

Leachate, Surface Water, Groundwater and Sediment

- 5.4.1 All leachate, surface water and groundwater monitoring results, as well as any sediment testing pursuant to Section 4.5 of this License, and shall include:
 - i. A description of the sampling methodology with quality assurance and quality control (QA/QC) standards, and the location of where the samples were taken;
 - ii. Signed data reports from an accredited laboratory that adhere to strict QA/QC policy;
 - iii. The raw data of all sample results shall be provided in electronic format and in an Excel spread sheet to the Manager with each report;
 - iv. A review and explanation of the sample results by an independent Qualified Professional, including a statement as to:
 - v. how the sample results relate to all applicable standards (such as the Canadian Drinking Water Quality Guidelines and CSR Schedule 6 Standards for Drinking Water); and,
 - vi. how the sample results compare to past sample results, describing any trends in both text and graph form.
 - vii. Any measures that have or will be taken as a result of the sample results, as well as a date for when such measure was or will be taken.

- viii. Certifying that all components of the leachate collection system are in good condition and are functioning properly to prevent the escape of contact storm water or leachate. If any of the tests show any failure or concerns, the report shall identify this and shall include a description of any measures that have been or will be taken to rectify the situation, include a date of when such measures was or will be carried out.
- ix. Any leaks, spill response and clean-up.

Odour, Dust, Noise

- 5.4.2 A summary of all complaints made regarding the Facility;
- 5.4.3 A brief summary of the odour monitoring results of the previous calendar year;
- 5.4.4 A record of any failures or concerns with the odour management systems, or lack of compliance with the documents set out in Section 3.1 relating to odour control, with a description of any measures that have been or will be taken to rectify the situation;
- 5.4.5 A certification from the Qualified Professional that the *Facility* has operated in accordance with the conditions relating to odour, dust and noise control and abatement in the documents set out in Section 3.1, subject to any noted non-compliance.
- 5.4.6 The bio-filters performance and maintenance;
- 5.4.7 The compost maturity readings;
- 5.4.8 Records of staff training.

Other

- 5.4.9 The vector monitoring and reduction program.
- 5.4.10 Compliance with the OMRR.
- 5.4.11 Any other issues discovered that may potentially pose a risk to the environment, human health, Property or neighbouring properties.
- 5.4.12 Any additional environmental monitoring as required by the Manager under this License or *Bylaw*.

Evaluation of Reporting

- 5.4.13 The Manager may determine if the monitoring results and monitoring frequency are acceptable and may require changes to the Operating Plan, any of the documents listed under Section 3.1, or this License in accordance with the *Bylaw*.

5 GENERAL

5.1 Notification of Change in Control

The Licensee shall notify the Manager of a change in the operator, ownership, or the control of the Facility, or any change in control of the Licensee at least ten (10) days prior to the change.

5.2 Delivery of Notices

Any notice required to be delivered to the Licensee under this License shall be deemed to have been delivered if such notice is:

- Emailed to dlsbins@shaw.ca, manager@fisherroadrecycling.com and dlsbinsaccounting@shaw.ca;
- Mailed by registered mail to the address set out in this License;
- Delivered to the registered or records office of the Licensee;
- Delivered to an adult individual at the *Facility* who appears to be an employee of the Licensee or appears to be in control of the *Facility*;
- Delivered to a director, officer, liquidator, trustee in bankruptcy or receiver manager of the Licensee; or
- Posted on the door or gate of the *Facility*, where no one is present at the *Facility* or the *Facility* appears to be abandoned.

6 SECURITY AND PERFORMANCE

As a condition of this License, the Licensee shall provide and maintain security as described in Section 10.1 of the *Bylaw*. The security shall remain in place until the requirements of the Closure Plan referred to in Section 3.1 and Section 4.7 of this License have been fulfilled to the satisfaction of the Manager.

6.1 Purpose of Security

The security is required to ensure compliance with the *Bylaw* and this License and to ensure that sufficient funding is available for *Facility* operations and maintenance, remediation of the *Facility*, *Facility* closure and post-closure monitoring of the *Facility*, in accordance with the terms and conditions of this License.

6.2 Form and Amount of Security

The security shall be in the amount of \$227,480 or adjusted pursuant to Section 10.3 of the *Bylaw* and shall be provided in the form of:

- Cash
- Certified cheque; or
- An irrevocable standby letter of credit issued by a Canadian Schedule I Chartered Bank.

The amount of security required under this License may be reviewed periodically at the sole discretion of the Manager and may be adjusted by the Manager.

6.4 Conditions for Drawing on Security

Where a Licensee, owner or operator defaults under the *Bylaw* or a condition of this License, the Manager may, by written notice to the Licensee, require the default to be remedied within a period specified by the Manager, and if the default is not remedied within the specified time, the District may draw down in whole or in part on the security for the purposes of rectifying the default condition.

7 LICENSE SUSPENSION AND CANCELLATION

This License may be suspended or cancelled in accordance with the *Bylaw*.