

PROVISIONAL CERTIFICATE OF APPROVAL  
WASTE DISPOSAL SITE  
NUMBER 3030-7G7HUV  
Issue Date: September 12, 2008

MORS Refining Systems Inc.  
122 Niagara St  
St. Catharines, Ontario  
L2R 4L4

Site Location: 4706 Christie Drive  
Lot 16, Concession 1  
Lincoln Town, Regional Municipality of Niagara  
L0R 1B4

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

waste disposal site

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

liquid industrial waste, limited as per the Conditions of this Certificate

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

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

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

"Director " means any *Ministry* employee appointed in writing by the *Minister* pursuant to section 5 of the *EPA* as a Director for the purposes of Part V of the *EPA* ;

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

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

"*Ministry*" means the Ontario Ministry of the Environment;

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

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

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

"*PA*" means the *Pesticides Act*, R.S.O. 1990, c. P-11, as amend from time to time;

"*Provincial Officer*" means any person designated in writing by the Minister as a provincial officer pursuant to section 5 of the *OWRA* or section 5 of the *EPA* or section 17 of *PA*.

"*Regional Director*" means the Regional Director of the local Regional Office of the *Ministry* in which the *Site* is located;

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

"*Site*" means the entire waste disposal site, located at 4706 Christie Drive, Lot 16, Concession 1, Lincoln Town, Regional Municipality of Niagara, approved by this *Certificate*;

"*Trained personnel*" means knowledgeable in the following through instruction and/or practice:

- a. relevant waste management legislation, regulations and guidelines;
- b. major environmental concerns pertaining to the waste to be handled;
- c. occupational health and safety concerns pertaining to the processes and wastes to be handled;
- d. management procedures including the use and operation of equipment for the processes and wastes to be handled;
- e. emergency response procedures;
- f. specific written procedures for the control of nuisance conditions;
- g. specific written procedures for management of unacceptable waste loads;
- h. the requirements of this *Certificate*.

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

## TERMS AND CONDITIONS

## GENERAL

### **Compliance**

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

### **Build, etc. in Accordance**

4. Except as otherwise provided by this *Certificate* , the *Site* shall be designed, developed, built, operated and maintained in accordance with the application for this *Certificate* , dated April 18, 2008, and the supporting documentation listed in Schedule "A".

### **Interpretation**

5. Where there is a conflict between a provision of any document, including the application, referred to in this *Certificate* , and the conditions of this *Certificate*, the conditions in this *Certificate* shall take precedence.
6. Where there is a conflict between the application and a provision in any documents listed in Schedule "A", the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the *Ministry* approved the amendment.
7. Where there is a conflict between any two documents listed in Schedule "A", other than the application, the document bearing the most recent date shall take precedence.
8. The requirements of this *Certificate* are severable. If any requirement of this *Certificate* , or the application of any requirement of this *Certificate* to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this certificate shall not be affected thereby.

### **Other Legal Obligations**

9. The issuance of, and compliance with the conditions of, this *Certificate* does not:
  - a. relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
  - b. limit in any way the authority of the *Ministry* to require certain steps be taken or to require the *Owner* and *Operator* to furnish any further information related to compliance

with this *Certificate* .

### Adverse Effects

10. The *Owner* and *Operator* shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the *Site* , including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
11. Despite an *Owner* , *Operator* or any other person fulfilling any obligations imposed by this certificate the person remains responsible for any contravention of any other condition of this *Certificate* or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

### Change of Owner

12. The *Owner* shall notify the *Director* in writing, and forward a copy of the notification to the *District Manager*, within 30 days of the occurrence of any changes:
  - a. the ownership of the *Site*
  - b. the *Operator* of the *Site*;
  - c. the address of the *Owner* or *Operator* ;
  - d. the partners, where the *Owner* is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act*, R.S.O. 1990, c. B-17 shall be included in the notification; or
  - e. the name of the corporation where the *Owner* is or at any time becomes a corporation, other than a municipal corporation, and a copy of the most current information filed under the *Corporations Information Act* , R.S.O. 1990, c. C-39 shall be included in the notification.
13. No portion of this *Site* shall be transferred or encumbered prior to or after closing of the *Site* unless the *Director* is notified in advance and sufficient financial assurance is deposited with the *Ministry* to ensure that these conditions will be carried out. In the event of any change in *Ownership* of the *Site* , other than change to a successor municipality, the *Owner* shall notify the successor of and provide the successor with a copy of this *Certificate* , and the *Owner* shall provide a copy of the notification to the *District Manager* and the *Director*.

### Financial Assurance

14. (a) The *Owner* shall submit to the *Director* , within thirty (30) days of the date of issuance of this *Certificate* , Financial Assurance as defined in Section 131 of the *EPA* , in the amount of \$16,423. This Financial Assurance shall be in a form and amount acceptable to the *Director* and shall provide sufficient funds to pay for compliance with and performance of any action specified in this *Certificate* , including the site clean-up, monitoring and

disposal of all quantities of waste on-site, closure and post-closure care of the *Site* and contingency plans for the *Site*.

- (b) No less than thirty (30) days prior to increasing the waste receiving and storage capacity at the *Site* in accordance with Condition 24(d), the *Owner* shall submit to the *Director*, within thirty (30) days of the date of issuance of this *Certificate*, Financial Assurance as defined in Section 131 of the *EPA*, in the amount of \$33,005. This Financial Assurance shall be in a form and amount acceptable to the *Director* and shall provide sufficient funds to pay for compliance with and performance of any action specified in this *Certificate*, including the site clean-up, monitoring and disposal of all quantities of waste on-site, closure and post-closure care of the *Site* and contingency plans for the *Site*.
15. A written report reviewing the Financial Assurance required by the conditions in this *Certificate* shall be submitted to the *Director* and the *District Manager* by March 31, 2009, and shall be updated and re-submitted every three (3) years on the anniversary date, and shall include updates of the discount, interest and inflation rates associated with the requirements for Financial Assurance in this *Certificate* including justifications and sources of the proposed rates.
16. If any Financial Assurance is scheduled to expire or notice is received, indicating Financial Assurance will not be renewed, and satisfactory methods have not been made to replace the Financial Assurance at least 60 days before the Financial Assurance terminates, the Financial Assurance shall forthwith be replaced by cash.

### **Inspections**

17. No person shall hinder or obstruct a *Provincial Officer* in the performance of their duties, including any and all inspections authorized by the *OWRA*, the *EPA* or the *PA* of any place to which this *Certificate* relates, and without limiting the foregoing to:
- a. enter upon the premises where the *Site* is located, or the location where the records required by the conditions of this *Certificate* are kept;
  - b. have access to, inspect, and copy any records required by the conditions of this *Certificate* ;
  - c. inspect the practices, procedures, or operations required by the terms and conditions of this *Certificate* ; and
  - d. sample and monitor for the purposes of assessing compliance with the conditions of this *Certificate* or the *EPA*, the *OWRA* or the *PA*.

### **Information and Record Retention**

18. Any information requested, by the *Ministry*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request. Records shall be retained at the *Site* for 5 years except for as otherwise authorized in writing by the *Director*.

9. The receipt of any information by the *Ministry* or the failure of the *Ministry* to prosecute any person or to require any person to take any action, under this *Certificate* or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:
- a. an approval, waiver, or justification by the *Ministry* of any act or omission of any person that contravenes any term or condition of this *Certificate* or any statute, regulation or other legal requirement; or
  - b. acceptance by the *Ministry* of the information's completeness or accuracy.

## **OPERATIONS**

### **Operations**

20. This *Site* is approved for the processing of liquid industrial waste, limited as per the Conditions of this *Certificate*. The following waste processing operations are approved at this *Site* :
- (a) the separation of wastewater into effluent and sludge through the addition of the flocculating agent RM-10 using the CETCO system, as described in Schedule "A".

The *Site* shall be operated and maintained, and the management and disposal of all waste shall be carried out, in accordance with the *EPA , Regulation 347* and the conditions of this *Certificate*. At no time shall the discharge of a contaminant that causes or is likely to cause an adverse effect be permitted.

### **Hours of Operation**

21. The hours of operation for the *Site* are 24 hours per day, 7 days per week.

### **Service Area**

22. Only waste that is generated in the Province of Ontario shall be accepted at the *Site*.

### **Waste Types**

23. Only liquid industrial waste limited to Ontario Waste Class Nos. 149L, 251L, 252L, 253L and 254L shall be accepted at the *Site* .

### **Waste Limits**

24. (a) The amount of waste received at the *Site* shall not exceed 76,000 litres per day. If for any reason waste cannot be transferred from the *Site* , the *Site* shall cease accepting waste.
- (b) The amount of waste stored or present at the *Site* at any one time shall not exceed:
- (i) 76,000 litres of liquid industrial waste; and

- (ii) 5 tonnes of residual waste other than liquid industrial waste.
- (c) The amount of wastewater discharged to sewer shall not exceed 13,000 litres per day. If written confirmation from both the Region of Niagara and the Town of Lincoln is obtained that explicitly authorizes a discharge rate greater than 13,000 litres per day, the discharge rate may be increased to the limit explicitly authorized therein.
- (d) Notwithstanding Conditions 24(a) and (b) above, the following waste limits shall apply provided the *Owner* has provided Financial Assurance to the *Director* in accordance with Condition 14(b) above:
  - (i) The amount of waste received at the *Site* shall not exceed 224,476 litres per day.
  - (ii) The amount of waste stored or present at the *Site* at any one time shall not exceed:
    - a. 224,476 litres of liquid industrial waste; and
    - b. 5 tonnes of residual waste other than liquid industrial waste.
- (e) No liquid industrial waste shall be stored on-site other than in the following containers:
  - (i) a maximum of seven (7) 28,102 litre tanks;
  - (ii) a maximum of three (3) 9,464 litre tanks;
  - (iii) a maximum of one (1) 22,712 litre spare tank.No residual waste shall be stored on-site other than in the following containers:
  - (i) one (1) lugger box.
- (f) No waste shall be stored overnight on trucks.

### Spill Containment

25. The *Owner* shall ensure that the spill containment measures described in Item 3 of Schedule "A" are maintained at all times, and that the storage of waste at the *Site* complies with the MOE document entitled "Guidelines for Environmental Protection Measures at Chemical and Waste Storage Facilities", dated May 2007, at all times.

### Testing

26. (a) The *Owner* shall ensure that all waste other than wastewater is characterized before leaving the *Site* to determine whether the nature of the waste is hazardous, liquid industrial or non-hazardous. The characterization shall be completed in accordance with the following:
- (i) the slump test, as described in Schedule 9 of *O.Reg. 347*; and
  - (ii) the Toxicity Characteristic Leaching Procedure, as described in the definition of "Toxicity Characteristic Leaching Procedure" in *O.Reg. 347*.

- (b) All hazardous waste, liquid industrial waste and other waste leaving the *Site* shall be disposed of at a facility approved to accept that type of waste.
  - (c) The *Owner* shall ensure that once characterized, no mixing of subject waste and other waste takes place at the *Site* .
  - (d) All wastewater being discharged to sewer shall be tested in accordance with the procedures described in Item 3 of Schedule "A".
27. All transfer, processing, management, storage and testing of waste and wastewater at the *Site* shall be conducted indoors at all times.

### Signage

28. A sign shall be posted and maintained at the entrance to the site in a manner that is clear and legible, and shall include the following information:
- a. the name of the *Site* and *Owner* ;
  - b. this *Certificate* number;
  - c. the name of the *Operator* ;
  - d. the normal hours of operation;
  - e. the allowed waste types, and any waste types explicitly prohibited by Conditions of this *Certificate* ;
  - f. a telephone number to which complaints may be directed;
  - g. a twenty-four (24) hour emergency telephone number (if different from above);
  - h. the telephone number for the MOE Spills Action Centre (SAC); and
  - h. a warning against dumping outside the *Site* .

### Waste Inspection

29. All waste shall be inspected by *Trained personnel* prior to being accepted at the *Site* to ensure that the waste is of a type approved for acceptance under this *Certificate* .
30. In the event that any waste load is refused, a record shall be made in the daily log book of the reason the waste was refused and the origin of the waste.

### Incoming / Outgoing Waste

31. All incoming and outgoing wastes shall be inspected by *Trained personnel* prior to being received, transferred and/or shipped to ensure wastes are being managed and disposed of in accordance with the *EPA* and *Reg. 347*.

### Labelling

32. All waste storage containers at the *Site* shall have a label or sign clearly identifying the contents,



including the volumetric capacity of the container, and the waste class and waste characteristic of the waste in the container.

#### **Vermin, etc.**

33. The *Site* shall be operated and maintained such that vermin, vectors, dust, litter, odour, noise and traffic do not create a nuisance. The existing vermin and odour control plans in Schedule "A" shall be implemented as required.

#### **Design and Operations Report**

34. The Design and Operations Report shall consist of Items 1-4 in Schedule "A", and shall be retained, kept up to date through periodic revisions, and be available for inspection by *Ministry* staff. Changes to the Design and Operations Report shall be submitted to the *Director* for approval.

#### **Training Plan**

35. A training plan shall be developed and maintained for all employees that operate the *Site* . Only *Trained personnel* may operate the *Site* or carry out any activity required under this *Certificate* . The training plan shall include, as a minimum, the following:
- (a) provisions for training personnel in accordance with the requirements listed under the definition of *Trained personnel* listed under Condition 1 above;
  - (b) a schedule for the training; and
  - (c) written confirmation of *Trained personnel* status to be issued to all *Trained personnel* upon successful completion of the training plan, including the name and signature of the employee and the date that training was successfully completed.
36. The *Owner* shall ensure that *Trained personnel* are available at all times during the hours of operation of this *Site* . *Trained personnel* shall supervise all transfer or processing of waste material at the *Site* .

#### **Site Security**

37. The *Site* shall be operated and maintained in a secure manner, such that unauthorized persons cannot enter the *Site* .

#### **Site Inspection**

38. An inspection of the entire *Site* and all equipment on the *Site* shall be conducted each day the *Site* is in operation to ensure that: the *Site* is secure; that the operation of the *Site* is not causing any nuisances; that the operation of the *Site* is not causing any adverse effects on the environment; and that the *Site* is being operated in compliance with this *Certificate* . Any deficiencies discovered as a result of the inspection shall be remedied immediately, including temporarily

ceasing operations at the *Site* if needed.

39. A record of the inspections, including the following information, shall be kept in the daily log book:
- a. the name and signature of person that conducted the inspection;
  - b. the date and time of the inspection;
  - c. a list of any deficiencies discovered;
  - d. any recommendations for remedial action; and
  - e. the date, time and description of actions taken.

### **Complaint Response**

40. If at any time, the *Owner* receives complaints regarding the operation of the *Site*, the *Owner* shall respond to these complaints according to the following procedure:
- a. The *Owner* shall record and number each complaint, either electronically or in a separate log book, along with the following information:
    - i. the nature of the complaint,
    - ii. if the complaint is odour or nuisance related, the weather conditions and wind direction at the time of the complaint;
    - iii. the name, address and telephone number of the complainant (if provided); and
    - iv. the time and date of the complaint;
  - b. The *Owner*, upon notification of the complaint, shall initiate appropriate steps to determine all possible causes of the complaint, proceed to take the necessary actions to eliminate the cause of the complaint, notify the *District Manager* of the complaint within 24 hours of receiving the complaint, and forward a formal reply to the complainant; and
  - c. The *Owner* shall complete and retain on-site a report written within one (1) week of the complaint date, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the recurrence of similar incidents.

### **Emergency Response Plan**

41. The *Owner* shall provide copies of the Emergency Response Plan to the local Municipality and the Fire Department within thirty (30) days of the date of issuance of this *Certificate*.
42. The Emergency Response Plan shall be kept up to date, and a copy shall be retained and accessible to all staff at all times. Changes to the Emergency Response Plan shall be submitted to the *Director* for approval.

The equipment, materials and personnel requirements outlined in the Emergency Response Plan

shall be immediately available on the *Site* at all times. The equipment shall be kept in a good state of repair and in a fully operational condition.

44. All staff that operate the *Site* shall be fully trained in the use of the contingency and Emergency Response Plan, and in the procedures to be employed in the event of an emergency.
45. The *Owner* shall immediately take all measures necessary to contain and clean up any spill or leak which may result from the operation of this *Site* and immediately implement the emergency response plan if required.

### **Closure Plan**

46. A Closure Plan shall be submitted to the *Director* for approval, with a copy to the *District Manager*, no later than six (6) months before the planned closure date of the *Site*. The Closure Plan shall include, at a minimum, a description of the work that will be done to facilitate closure of the *Site* and a schedule for completion of that work.
47. The *Site* shall be closed in accordance with the approved Closure Plan.
48. Within 10 days after closure of the *Site*, the *Owner* shall notify the *Director*, in writing, that the *Site* is closed and that the approved Closure Plan has been implemented.

### **Daily Log Book**

49. A daily log shall be maintained, either electronically or in written format, and shall include the following information as a minimum:
  - a. the date;
  - b. quantity and source of waste received;
  - c. quantity of waste at the *Site* at the end of the operating day;
  - d. quantities and destination of each type of waste shipped from the *Site*, and the quantity of wastewater discharged to sewer;
  - e. the results of the tests required under Condition 26 of this *Certificate* ;
  - f. a record of daily inspections required by this *Certificate*;
  - g. a record of any spills or process upsets at the site, the nature of the spill or process upset and the action taken for the clean up or correction of the spill, the time and date of the spill or process upset, and for spills, the time that the *Ministry* and other persons were notified of the spill in fulfilment of the reporting requirements in the *EPA* .
  - h. a record of any waste refusals which shall include; amounts, reasons for refusal and actions taken; and
  - i. the signature of the *Trained Personnel* conducting the inspection and completing the report.

### **Annual Report**

50. On March 31, 2009, and on an annual basis thereafter, a written report shall be prepared for the previous calendar year ("*Annual Report* "). The Annual Report shall be submitted to the *District Manager* by March 31 of each year. The report shall include, at a minimum, the following information:
- a. a detailed monthly summary of the information required under Condition 49 above;
  - b. any environmental and operational problems, that could negatively impact the environment, encountered during the operation of the *Site* and during the facility inspections and any mitigative actions taken;
  - c. any changes to the Emergency Response Plan, the Design and Operations Report and the Closure Plan that have been approved by the Director since the last *Annual Report*;
  - d. any recommendations to minimize environmental impacts from the operation of the *Site* and to improve *Site* operations and monitoring programs in this regard.
  - e. the amount of Financial Assurance provided, the waste receiving, storage and discharge limits currently being operated under, and any changes to the site plan as a result of the current limits.

#### ***Schedule "A"***

*This Schedule forms a part of this Certificate of Approval:*

1. Application for a Provisional Certificate of Approval for a Waste Disposal Site dated April 18, 2008 and signed by Daniel Tardif, President, MORS Refining Systems Inc., including the attached cover letter dated April 18, 2008 from Daniel Tardif to MOE, and all supporting documentation.
2. Letter dated June 4, 2008 from Daniel Tardif to MOE, with additional information on the site layout and process/equipment specifications.
3. Letter dated July 24, 2008 from Daniel Tardif to MOE, with additional information on: (A) the emergency response plan; (B) piping details; (C) spill containment; and (D) wastewater testing procedures.

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

1. The reason for Condition 1 is to simplify the wording of the subsequent conditions and define the specific meaning of terms as used in this Provisional Certificate of Approval.
2. The reason for Conditions 2, 3, 5, 6, 7, 8, 9, 10, 11, 18 and 19 is to clarify the legal rights and responsibilities of the Owner and Operator.

The reason for Condition 4 is to ensure that the Site is operated in accordance with the application and supporting documentation submitted by the Company, and not in a manner which the Director has not been asked to consider.

4. The reasons for Condition 12 is to ensure that the Site is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the Director is informed of any changes.
5. The reasons for Condition 13 are to restrict potential transfer or encumbrance of the Site without the approval of the Director and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this Certificate of Approval.
6. The reason for Conditions 14, 15 and 16 is to ensure sufficient funds are available to provide for the clean-up of the Site in the event the Owner is unwilling or unable to clean up the Site.
7. The reason for Condition 17 is to ensure that appropriate Ministry staff have ready access to the Site for inspection of facilities, equipment, practices and operations required by the conditions in this Certificate of Approval. This condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the EPA and OWRA.
8. The reason for Conditions 20 and 33 is to ensure that the Site is operated in a manner which does not result in a nuisance or a hazard to the health and safety of the environment or people.
9. The reasons for Condition 21 is to specify the hours of operation for the Site.
10. The reasons for Conditions 22, 23, 24, 25 and 27 are to specify the approved service area from which waste may be accepted at the Site, the types of waste that may be accepted at the Site, the amounts of waste that may be stored and processed at the Site, the maximum amounts of effluent that can be discharged, spill containment requirements, testing requirements for outgoing waste, and the maximum rate at which the Site may receive waste based on the Company's application and supporting documentation.
11. The reason for Conditions 28 is to ensure that users of the Site are fully aware of important information and restrictions related to Site operations and access under this Certificate of Approval.
12. The reasons for Conditions 29 and 30 is to ensure that all incoming wastes are inspected to ensure compliance with this *Certificate* , and to ensure that a record is made of any waste load refusal.
13. The reason for Conditions 31 and 32 is to ensure that all wastes are properly classified to ensure that they are managed, processed and disposed in accordance with O. Reg. 347, R.R.O. 1990 and in a manner that protects the health and safety of people and the public.
14. The reason for Condition 34 is to ensure that an up-to-date Design and Operations Report is

maintained on-site at all times.

15. The reason for Condition 35 and 36 is to ensure that the Site is operated by properly Trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person.
16. The reasons for Condition 37 is to ensure the controlled access and integrity of the Site by preventing unauthorized access when the Site is closed and no site attendant is on duty.
17. The reasons for Conditions 38 and 39 is to ensure that routine Site inspections are completed, and that detailed records of Site inspections are recorded and maintained for inspection and information purposes.
18. The reason for Condition 40 is to ensure that any complaints regarding Site operations at the Site are responded to in a timely manner.
19. The reasons for Conditions 41, 42, 43, 44 and 45 is to ensure that an Emergency Response Plan is developed and maintained at the Site and that staff are properly trained in the operation of the equipment used at the Site and emergency response procedures.
20. The reasons for Condition 46, 47 and 48 is to ensure that the Site is closed in accordance with Ministry standards and to protect the health and safety of the public and the environment.
21. The reasons for Condition 49 is to provide for the proper assessment of effectiveness and efficiency of site design and operation, their effect or relationship to any nuisance or environmental impacts, and the occurrence of any public complaints or concerns. Record keeping is necessary to determine compliance with this Certificate of Approval, the EPA and its regulations.
22. The reasons for Condition 50 are to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design.

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

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

*The Notice should also include:*

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the works are located;

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

*This Notice must be served upon:*

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

AND

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

AND

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

\* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or [www.ert.gov.on.ca](http://www.ert.gov.on.ca)

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

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

DATED AT TORONTO this 12th day of September, 2008



---

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

AN/  
c: District Manager, MOE Niagara  
Daniel Tardif, MORS Refining Systems Inc.