

General Principles in the Host Community Agreement

Part A - The Regional Municipalities of York and Durham agree to include the following general principles in the Host Community Agreement:

- 1) The permitting, siting, and operation of the facility shall include a public education and participation process that makes all data associated with design, waste streams, transportation, storage, and emissions conveniently available to the public.
- 2) The facility siting shall minimize risks to the public from emissions and transportation, while at the same time avoiding such environmentally sensitive areas as critical wildlife habitat, parks, and wilderness areas. The facility shall include a buffer zone and operate inside a containment building where fugitive emissions are controlled.
- 3) During the commissioning phase the facility shall process waste streams as close as possible in character to those to be processed during normal operations.
- 4) The facility shall be equipped with state of the art emission control systems. Monitoring shall address all potentially toxic emissions, including organics and metals. Monitoring shall be based on frequent or continuous sampling whenever technically feasible. Continuous emissions monitoring shall be employed that will fully characterize the operating conditions of the facility. Management of residues from the facility shall be provided for in the design and permitting process.
- 5) Monitoring programs shall include the collection of on-site and off-site baseline data prior to facility operation so that contamination from the facility can be distinguished from ambient or background pollution levels when operation begins. All monitoring data shall be conveniently available to the public.
- 6) Durham and York Regions shall provide the sum of up to \$15,000 annually to the Public Liaison Committee in order for the Public Liaison Committee to acquire the appropriate technical resources to analyze monitoring data and to conduct an independent inspection of the facility.
- 7) A combined royalty fee of up to \$1.00 per tonne of waste materials received at the facility will be considered by the Regions of Durham and York to compensate the host local municipality that bears the potential nuisances of having the facility in their backyard.

A royalty fee will be considered as compensation for improving community emergency response capabilities, additional monitoring, health testing, health care, transportation safety, road construction, and any other issues attributable to the potential impacts of the facility on the host community. In addition this royalty will represent payment in lieu of property taxes for the facility.

- 8) The Regions of Durham and York shall commit to providing responses to the Public Liaison Committee's inquiries in a timely manner.
- 9) The Regions of Durham and York shall ensure that the facility operator provides the appropriate financial resources (insurance or bonding) to assure the ability to compensate for any damage created by the facility.
- 10) The Regions of Durham and York shall ensure that the facility operator has an emergency and environmental management plan. In particular, to manage the cleanup of accidents employing trained personnel with the appropriate equipment to carry out the cleanup.
- 11) The design of the facility shall be aesthetically pleasing with appropriate landscaping.
- 12) The grounds immediately outside the facility shall be clean, quiet and odour free.
- 13) The facility shall have an area for public education and tours.
- 14) A facility open house shall be provided for the local community.
- 15) Development of a thermal waste processing facility shall not compromise the waste diversion efforts in the Regions of Durham and York.
- 16) The facility shall be in compliance with all applicable clause, rules and regulations.

Part B - Further, the Regional Municipalities of York and Durham request the lower tier municipality that has been chosen to host the energy from waste facility to include the following general principles in the Host Community agreement that will be developed for the project:

1. The lower tier municipality does not oppose the development of the facility.
2. The lower tier municipality expresses support for the facility when requested to do so, provided it is in compliance with all applicable laws, rules and regulations.
3. The lower tier municipality provides appropriate zoning for the facility.
4. The lower tier municipality promptly reports any problems to the owner of the facility and assists in resolving any issues that may arise from time to time.

5. The lower tier municipality participates/facilitates in the monitoring of potential impacts from the facility, including odour, litter, noise, dust, and traffic.
6. The lower tier municipality does not oppose any permit requested by the facility operator to change operations on site, if the plant is operating in accordance with this agreement and environmental permits provided it is in compliance with all applicable laws, rules, and regulations.
7. The lower tier municipality does not pass any bylaw which unreasonably restricts the siting location or operation of the facility.
8. The lower tier municipality expedites review of all permits submitted by the facility owners and operator related to the construction, maintenance, and operation of the facility.
9. The lower tier municipality cannot use any monies paid by the Regions of Durham and York through the host community agreement for the purpose of opposing the facility, or its operations.
10. The lower tier municipality will not oppose the expansion of the service area of the facility, as long as the facility is in compliance with all applicable laws, rules, and regulations.
11. The lower tier municipality shall not pursue, invite or encourage the siting of another similar waste management facility within its boundaries.
12. The lower tier municipality agrees to support efforts by the Regions of Durham and York to obtain additional volumes for processing at the facility, as long as it is in compliance with all applicable laws, rules and regulations.
13. The length of the term of the Host Community Agreement shall be for 35 years with an option to extend beyond that time.
14. If, after the operation of the facility commences, there is an increase in the local municipal government taxes or permit fees levied against the facility, the royalties paid by the Regions of Durham and York in the host community agreement shall be reduced on an equivalent dollar for dollar basis.
15. The Regions of York and Durham shall maintain ownership of all present day and future emission reduction credits generated by the processing of waste at the facility.
16. The local municipality shall only approve land uses in the area surrounding the facility that are compatible to the operation of the facility.