

September 24, 2018

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Dear Sirs:

I am writing to inform you that on September 6, 2018 the Otter Lake Community Monitoring Committee passed a resolution rejecting a request by Mirror Nova Scotia to close down the operation of the Waste Stabilization Facility and the Front End Processing Facility. The resolution passed was:

*That the CMC Board accepts the findings of the Final Report by HMJ; and accordingly,*

*That the CMC Board rejects the proposal by MIRROR to close the Front End Processor and Waste Stabilization Facility.*

I draw your attention to the legal Agreement between the Halifax Waste/Resource Society and Halifax Regional Municipality, dated February 16, 1999. The Agreement

specifically states that no putrescible waste will be allowed in the residual disposal facility. The pertinent definitions and clauses are included below:

1.27 “Unacceptable Waste” means any material or substance the disposal of which at a solid waste landfill is banned by Applicable Law (other than Residual Materials) and which is not capable of being rendered into Stable Material through Biostabilization in the FEP/WSF Facilities.

1.26 “Stable Materials” means items of Solid Waste that are substantially free of readily putrescible elements after having undergone Biostabilization excluding Unacceptable waste.

1.01 “Acceptable Waste” means

- (i) Inert Materials;
- (ii) Stable Materials; and
- (iii) Residual Materials.

2.03 It is understood and agreed that only Acceptable Waste will be authorized for disposal in the Residual Disposal Cells. It is further understood and agreed that any contract between HRM and an Operator of the RDF Facilities will impose on the Operator the obligation not to dispose of in the Residual Disposal Cells material other than Acceptable Waste.

The Agreement specifically identifies the Front End Processing Facility, the Waste Stabilization Facility and the Residual Disposal Facility as elements that comprise the Otter Lake Landfill Facility:

1.09 “Facilities” means the FEP/WSF Facilities and the RDF Facilities;

1.08 “FEP/WSF” means the front-end waste processing facility and waste stabilization facility to be situated and operated at the Site.

1.17 “RDF Facilities” means the Residual Disposal Cells and related facilities to be situated and operated at the Site.

The Agreement also stipulates that the terms of the Agreement are effective as long as the Otter Lake landfill is operational:

10.01 This Agreement shall be effective as of the date of its execution and, subject to this Agreement, shall remain in effect for such time as the Facilities are operated at the Site.

Further, the Agreement states that the parties, successors and permitted assigns are bound to the terms of the Agreement:

11.01 This Agreement shall bind and ensure to the benefit of the parties hereto, their successors and permitted assigns.

Finally, the Agreement states that the terms of the Agreement cannot be assigned by either party without the prior written consent of the other party:

11.02 Neither this agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party, which may be withheld in the discretion of the other party.

Accordingly, the Community Monitoring Committee recommends that should HRM and/or Mirror wish to further consider the potential closure of any of the elements of the Facility, including the Front-End Processing Facility and the Waste Stabilization Facility, it engage the Halifax Waste/Resource Society, as any change would require the will of the Society to change the terms of its legally binding Agreement with HRM.

Yours truly,

Reg Rankin,  
Executive Director

cc: Honourable Margaret Miller, Minister of The Environment