

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY MR. DEREK DOYLE, THE DIRECTOR OF THE ENVIRONMENTAL ASSESSMENT BRANCH OF THE ONTARIO MINISTRY OF ENVIRONMENT AND ENERGY  
(hereinafter referred to as the "Director")

- and -

LANDFILL CONCERNED CITIZENS GROUP

(hereinafter referred to as the "Group")

- and -

THE CORPORATION OF THE TOWN OF GRIMSBY, THE CORPORATION OF THE TOWN OF PELHAM, THE CORPORATION OF THE TOWN OF LINCOLN AND THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

(hereinafter referred to as the "Municipalities")

**MINUTES OF SETTLEMENT**

WHEREAS the parties above acknowledge and agree that:

- A. These Minutes of Settlement pertain to the siting and approval under the Environmental Assessment Act of an undertaking consisting of the establishment of a landfill to dispose of solid non-hazardous waste with a capacity of 880,000 tonnes, to serve the Municipalities for a minimum of 25 years, described and located as follows:

Part of Lot 6 and 7, Concession 7 and part of the unopened road allowance between Lots 6 and 7, Concession 7, formerly in the Township of South Grimsby, now in the Township of West Lincoln, Regional Municipality of Niagara, more particularly described as Parts 1, 2, 3 and 4 on Reference Plan 30R-5223, comprising approximately 41 hectares.

- B. The EA consists of The Environmental Assessment Summary Document dated September, 1991 and the following supporting documentation:

- The Solid Waste Management Master Plan
- Pre-submission Consultation
- Public Consultation Report
- Proposed Niagara Road 12 Landfill Site - Social Impact Assessment

- Phase III Hydrogeological Study of Proposed Niagara Road 12 Landfill Site
  - Supporting Documentation to an Application for a Certificate of Approval, Volume I - Main Report and Volume II - Technical Reports
- C. The Director is the representative of Her Majesty the Queen in Right of Ontario responsible for the administration of the Environmental Assessment Act, and the government review of the EA under that Act.
- D. The Group is an unincorporated association of owners of property immediately adjacent to and in the vicinity of the proposed landfill, as more particularly defined herein.
- E. The Municipalities are a group of lower tier municipalities who collectively are the proponent of the EA.
- F. The final EA was formally submitted to the Minister of November 22, 1991, for the undertaking described in A., together with the supporting documentation described in B.
- G. The EA was circulated for review by government agencies in early 1992 and a review under the Environmental Assessment Act prepared by the Director's staff in October 1992.
- H. In December 1992, the Minister of Environment and Energy, the Honourable Ruth Grier, published a public noted which was circulated to all interested citizens and municipalities in the area of the proposed site inviting comment on the EA in accordance with the requirements of Section 7 of the Environmental Assessment Act.
- I. The Group requested a hearing in respect of the undertaking.
- J. By Notice of Acceptance dated June 7, 1993, the Minister accepted the EA pursuant to Section 9 of the Environmental Assessment Act.
- K. The parties hereto wish to establish procedures by which a compensation policy under the Environmental Assessment Act and terms and conditions of approval under the Environmental Protection Act may be addressed.
- L. Based on the acknowledgments and agrees set out above and in accordance with the covenants and agreements set out below, the parties hereto desire to settle all outstanding differences between them.

NOW THEREFORE, in consideration of the aforesaid acknowledgments, covenants and agreements, the value of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**Part I: Environmental Assessment Act**

1. The Municipalities and the Group agree that the Minister, **with the approval of the Lieutenant Governor in Council**, may approve the undertaking pursuant to Section 14 of the Environmental Assessment Act.
2. The Minister of the Environment and Energy shall give final environmental assessment approval upon such terms and conditions as the Minister deems appropriate, no later than February 28, 1994.
3. The parties shall exchange proposals with respect to a compensation policy on or before December 31, 1993. The parties shall be given the opportunity to negotiate until February 15, 1994. Those areas which remain unresolved following the exchange of proposals may be submitted by the Group to Dr. Audrey Armour for the purpose of permitting her to examine the specific differences between the compensation offer of the Municipalities and the position of the Group, as described in her proposal dated December 9, 1993. The Municipalities shall provide to the Group a stipend in the amount of up to \$10,000 to retain Dr. Armour for this purpose.
4. Dr. Armour's report and any update of the report of Kellough, Pestl, Singh Associates Inc. dated September 17, 1993 will be provided to all parties by February 1, 1994. The Municipalities and the Group will give the report consideration and attempt to reach a final agreement on the compensation policy by February 15, 1994.
5. Immediately following February 15, 1994, the **Group and the Municipalities** shall submit to a member of the Environmental Assessment Board those issues which remain unresolved. **The Group and the Municipalities** may make a separate submission outlining the areas which remain unresolved, without note or comment. The EAB member shall hold a mediation hearing in which the EAB member shall provide to the parties his/her observations with a view to achieving a settlement. The observations of the EAB member shall be without prejudice.
6. If a final agreement is not reached in accordance with paragraph 5, the Municipalities and the Group shall file with the Director their final offers on a compensation policy by February 28, 1994 and will submit those final offers for independent, funded arbitration upon the following terms:
  - a. Selection of arbitrator.

An arbitrator shall be selected by March 15, 1994, by agreement of the Municipalities and Group. If the Municipalities and Group are unable to agree to an arbitrator by this date, an arbitrator shall be appointed by the Director by March 20, 1994, consisting of a member of the Environmental Assessment Board, other than the member referred to in paragraph 5 above.

b. Funding.

Funding for the Group's legal costs in the mediation and arbitration, including preparation time, GST and disbursements shall be provided by the Municipalities, not to exceed an upset value of \$20,000. Funding for the Group's consultant costs to assist in the preparation of the Group's position in the arbitration, including all necessary displays and exhibits, GST and disbursements shall be provided by the Municipalities, not to exceed an upset value of \$10,000.

c. Location of arbitration.

The arbitration shall take place in the Town of Grimsby at a location and time to be agreed upon by the Group, Municipalities and arbitrator.

d. Arbitration procedure and scope.

The arbitration shall take place in accordance with the following specific procedures:

- i. The Group and Committee shall present their respective final offers in writing on compensation to each other and to the arbitrator by March 30, 1994.
- ii. The final offers referred to in i. shall be accompanied by the written reports of the Group's and Municipalities' respective expert(s) found in Schedule "A" attached hereto, supporting the conditions of each offer, and an executive summary of each party's position.
- iii. The Group and Municipalities shall submit to the arbitrator a joint summary of outstanding matters in dispute by April 15, 1994, failing which each party shall submit a separate summary of outstanding matters in dispute by that date.
- iv. The Director shall make no submissions to and shall play no role in the arbitration.
- v. The arbitration hearing shall be convened by May 1, 1994 and shall be completed by May 15, 1994.
- vi. There shall be no viva voce evidence call at the hearing.
- vii. The hearing shall consist of oral presentations made by legal counsel for the Municipalities and Group to the arbitrator, based upon the offers,

supporting expert reports and summaries referred to in i. ii. and iii. above.

- viii. The order of presentation shall be the Municipalities, followed by the Group, with a right of reply to the Municipalities, and a right of sur-reply to the Group.
  - ix. Environmental Assessment Board and Joint Board decisions which include terms and conditions imposing a compensation policy may be submitted to the arbitrator and relief upon in argument, with the express understanding that the reasonableness of any given compensation provision will have to be adjudged by the arbitrator based upon the particular facts of this case.
  - x. The arbitrator may in his or her decision choose either of the final offers referred to in i., or may craft a new compensation package based upon elements of both offers.
  - xi. The arbitrator may include additional compensation conditions in his or her decision based upon the evidence and cases presented.
  - xii. The arbitrator shall not include in his or her decision any provision or condition permitting the Group, Municipalities, or any other person to make a claim for compensation, injury, damages or loss as against Her Majesty the Queen in Right of Ontario.
  - xiii. There shall be no transcript of the arbitration, but the arbitrator shall maintain a written record of proceedings and shall provide written reasons for his or her decision.
- e. Effect of decision.
- i. The arbitrator's decision shall be final and binding upon the Group and the Municipalities and the compensation policy proposed in it shall be incorporated by the Minister as a requirement of the Environmental Assessment Act **approval**, by way of condition of the approval.
  - ii. The parties shall not appeal or seek to judicially review the decision of the arbitrator.

7. The Group agrees that it will not request social equity payments including a reduction or reimbursement of municipal taxes from the Municipalities, and that it will not advance such a claim under the processes set out in these Minutes. Nothing in these Minutes shall preclude the Group from availing itself of its normal appeal rights in respect of the

assessment for municipal taxes. The Municipalities will not oppose or appeal any reduction of assessment for municipal taxes, granted by the Assessment Review Board or the Ontario Municipal Board.

8. With the exception of the retainer of Dr. Armour and her report as noted above, any update of the report of Kellough, Pestl, Singh Associates Inc. dated September 17, 1993, EPA conditions of approval and Minutes of meetings of consultants with respect to EPA conditions of approval, and final submissions of the Municipalities and of the Group, as contemplated by Part II, the Municipalities and the Group will retain no new consultants and will utilize no new consulting reports in addition to those set out in Schedule "A" under the processes set out in these Minutes.
9. The parties shall not appeal or seek to judicially review the approval of the environmental assessment granted by the Minister in accordance with these Minutes or any terms and conditions imposed by the Minister relating to the environmental assessment approval.

## **Part II: EPA Terms and Conditions**

10. The Municipalities shall provide funding to the Group for the negotiation of EPA terms and conditions as follows:
  - a. Up to \$20,000, including GST and disbursements for the negotiation by the Group's experts of EPA terms and conditions in accordance with this part:
  - b. Up to \$4,000, including GST and disbursements, as an additional contingency amount for Group expert fees for any submissions by the Group to the Director with respect to unresolved terms and conditions in accordance with this part:
  - c. Up to \$7,000, for the Group's legal fees, including GST and disbursements, in accordance with this part.
11. The parties shall have their respective experts meet immediately after the execution of these Minutes of Settlement to finalize EPA terms and conditions, those discussions to conclude by no later than January 14, 1994.
12. The parties shall have their respective lawyers involved in the last days of the discussions referred to in 11. in order to finalize the wording of the EPA terms and conditions.
13. A report of the conditions agreed to and not agreed to by the experts, including an outline of the respective positions of the experts on matters not agreed to, shall be prepared by the Municipalities in consultation with the experts and submitted to the Minister and the Approvals Director by January 21, 1994. In this part the "Approvals Director" shall mean the Director of the Approvals Branch of the Ministry of the

### **Environment and Energy.**

14. The Municipalities and Group shall make their final submissions to the Approvals Director, if any, by January 28, 1994. The EPA terms and conditions agreed upon by the parties shall be incorporated into the Part V, EPA, approval by the Approvals Director. Where there is disagreement as to the appropriate EPA terms and conditions, the Approvals Director shall exercise his discretion to impose terms and conditions, on the recommendation of Ministry staff and upon consideration of the report and outline and final submissions.
15. It is understood and agreed that the Minister's approval under the Environmental Assessment Act will expressly refer the matter of EPA terms and conditions to the Approvals Director, for a determination in accordance with the above provisions.
16. The Part V, EPA approval, shall be issued by the Approvals Director after February 28, 1994, the date of the Environmental Assessment Act approval by the Minister, and no later than thirty (30) days after the Environmental Assessment Act approval.
17. The parties shall not appeal or seek to judicially review the Part V, EPA approval granted by the Approvals Director in accordance with these Minutes.
18. The Group shall have no further involvement in the design and operation of the landfill, after the Part V, EPA approval as issued, except through the participation of its members as members of the Niagara Road 12 Liaison Committee (the "CLC"), as more particularly set out below.

### **Part III: Planning Act**

19. Each and every member of the Group who has filed an objection to Township of West Lincoln Official Plan Amendment No. 19 and to Township of West Lincoln zoning by-law No. 91-78 shall withdraw their objections on or before January 28, 1994.

### **Part IV: Empowered Citizen's Liaison Committee**

20. By signature of these Minutes, the Municipalities do hereby amend the Terms of Reference of the Niagara Road 12 Liaison Committee (the "CLC") in accordance with Schedule "B" attached.
21. The CLC shall have a one-time stipend of up to \$30,000 to meet currently unknown needs of the CLC to retain experts to review and to make submissions to the Board of Management and to the Approvals Director on the detailed design and operation plan yet to be submitted by the Municipalities to the Approvals Director. The experts which the

CLC may retain to review the plan will be confined to those areas identified by the Municipalities and the Group during the negotiation of EPA terms and conditions under Part II as meriting further consideration by the CLC after submission of the detailed design and operation plan. The Niagara Road 12 Landfill Citizens' Liaison Committee shall have an additional one-time stipend of up to \$5,000 for the purpose of retaining a landscape architect to review detailed plans of the site and to provide a viewshed analysis.

#### **Part V: Legal Fees**

22. The Municipalities shall provide to the Group on account of past legal fees incurred by the law firm of Turkstra, Garrod, Hodgson on behalf of the Group up to December 31, 1993 the sum of \$72,904.97, which amount is in addition to those legal fees paid previously by the Municipalities to the law firm of Turkstra, Garrod, Hodgson. It shall be a condition of the payment of the sum referred to in this paragraph that Turkstra, Garrod, Hodgson, any related law firm and Mr. Manfred Rudolph shall not act for any other person with respect to the proposed landfill site and shall not appear at any Ontario Municipal Board hearing with respect to any Official Plan Amendment or Zoning By-law Amendment affecting the proposed site except in support of such Official Plan Amendment and Zoning By-law Amendment. The said sum shall be paid immediately upon receipt, by the Municipalities of a Certificate of Approval for the proposed site.

#### **Part VI: General**

23. The Group shall not make any claim or demand or commence any action against the Municipalities or any other person with respect to compensation for past or future loss of property values arising out of the establishment of the landfill, insofar as remedies for those claims, demands or causes of action are **provided for** in the compensation policy established pursuant to these Minutes of Settlement.
24. These Minutes of Settlement shall not operate to fetter the statutory powers of the Minister or any director of the Ministry of Environment and Energy to amend approvals from time to time or issue orders or take such further and other steps in connection with the site based upon material changes in circumstances as may arise in the future.
25. For the purposes of these Minutes of Settlement, the "Group" and the "parties hereto" refers to and includes both the Group collectively, and each and every individual comprising a member of the Group as more particularly set out in Schedule "C" attached hereto. The Group expressly covenants, agree and warrants that the law firm of Turkstra, Garrod, Hodgson has express authority to enter into the Minutes of Settlement on its behalf.



26. These Minutes of Settlement contain the entire agreement between the parties hereto with reference to the subject matter hereof, and shall not be altered or amended except by an agreement in writing duly executed by the parties hereto and shall enure to the benefit of and be binding upon the parties hereto and each of their heirs, successors and assigns.
27. The parties hereto acknowledge receiving a true copy of these Minutes of Settlement as duly signed and executed by all parties, including any attached Schedules.
28. These Minutes of Settlement, or the compensation policy created pursuant to procedures set out in the Minutes, shall not operate to fetter the group's right to participate in any subsequent approval process under the Environmental Assessment Act or the Environmental Protection Act.

IN WITNESS WHEREOF the Director and the Group hereto set their hands or corporate seal and the Municipalities have hereunto set their hands and seals.

DATED this 1st day of November, 1994.

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HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO

Per: Derek Doyle,  
Director, Environmental Assessment Branch

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LANDFILL CONCERNED CITIZENS GROUP

Per: Manfred Rudolph,  
of its solicitors, Turkstra, Garrod, Hodgson

And Per: Schedule "C" attached

## THE CORPORATION OF THE TOWN OF GRIMSBY

Per:

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Mayor

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Clerk

## THE CORPORATION OF THE TOWN OF PELHAM

Per:

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Mayor

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Clerk

## THE CORPORATION OF THE TOWN OF LINCOLN

Per:

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Mayor

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Clerk

## THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

Per:

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Mayor

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Clerk

## **SCHEDULE "A"**

### **B. Reports Prepared by Funded Consultants for Landfill Concerned Citizens Group**

1. H.C.I., memo to M. Rudolph, October 18, 1993.
2. H.C.I., letter to M. Rudolph, October 6, 1993.
3. H.C.I., Review of Design & Operations, April 30, 1993.
4. Ecological Services for Planning, fax transmission to M. Rudolph, October 20, 1993.
5. Ecological Services for Planning, letter to M. Rudolph, September 17, 1993.
6. Ecological Services for Planning, Surface Water Impact Issues, April 1993.
7. Ecological Services for Planning, Visual Impact Issues, April 1993.
8. Ecological Services for Planning, Issues Relating to Gulls, April 1993.
9. Ecological Services for Planning, Natural Environmental Issues, April 1993.
10. R.W.D.I., letter to M. Rudolph, October 19, 1993.
11. R.W.D.I., fax transmission to M. Rudolph, July 21, 1993.
12. R.W.D.I., Review of Air Quality, April 16, 1993.
13. Waterloo Geoscience Consultants Ltd., letter to M. Rudolph, October 18, 1993.
14. Waterloo Geoscience Consultants Ltd., Hydrogeological Review, April 28, 1993.
15. Citizens' Environmental Consulting, Hydrogeological Review, May 5, 1993.
16. J.E. Coulter Associates Engineering, letter to M. Rudolph, October 18, 1993.
17. J.E. Coulter Associates Engineering, Noise Aspects, April 30, 1993.
18. Parker Consultants, Review of Traffic Analysis, April 22, 1993.
19. Kellough, Pestl, Singh Associates Inc. letter report, September 17, 1993.

## SCHEDULE "A"

### List of Reports Regarding Negotiations of Conditions of Approval Niagara Road 12 Landfill Site

#### **A. Reports Prepared by Proponent.**

1. Proctor & Redfern Limited, Response to Interrogatories - letters of March 10, 11 & 30, 1993 regarding:

(a) Design & Operations	(f) Natural Environment
(b) Aquatic Resources	(g) Transportation
(c) Surface Water	(h) Visual Impact Analysis
(d) Storm and Surface Water Management	(i) Dust, Wind and Odour
(e) Noise	(j) Hydrogeology
2. Tarandus Associates Limited, An Aquatic Inventory of The Forty Mile Creek Tributary in the Vicinity of Grimsby Centre, Ontario, June 1992.
3. The Proctor & Redfern Report - Supporting Documentation to an Application for a Certificate of Approval - Proposed Niagara Road 12 Landfill Site, Volume One - Main Report and Volume Two - Technical Reports, September 1991.
4. The Morrison Beatty Report - Phase III Hydrogeologic Study of Proposed Niagara Road 12 Landfill Site, September 1991.
5. Terra Geographical Studies Inc., Proposed Niagara Road 12 Landfill Site, Environmental Appraisal - Natural Environment, September 1991.
6. F. H. Theakston and Associates, Wind Study and Dust Dispersion Niagara Road 12 Landfill Site, January 1990.
7. Senes Consultants Limited, Noise and Odour Assessment of the Proposed Niagara Road 12 Landfill within the Municipalities of Grimsby, Lincoln, Pelham and West Lincoln, April 1991.
8. LGL Limited, Evaluation of Gull Populations Expected to Use the Proposed Niagara Road 12 Landfill and Potential Hazards to Aircraft Using Grimsby Airpark, January 1991.
9. LGL Limited, Gull Distribution and Numbers Near the Proposed Niagara Road 12 Landfill, November 1991 - July 1992, and An Assessment of Potential Nuisance Concerns, December 30, 1992.
10. Zenon Environmental Inc., Treatability of Leachate From the Park Road and the Proposed Niagara Road 12 Landfill at the Baker Road Water Pollution Control Plant, January 1991.

## **SCHEDULE "B"**

### **NIAGARA ROAD 12 LIAISON COMMITTEE**

#### **TERMS OF REFERENCE**

##### **1. GOAL**

To assist the Board of Management in its efforts to evaluate and implement a Solid Waste Disposal Site that is consistent with Provincial policies, at the preferred Niagara Road 12 candidate site located on Concession Road #7 in the Township of West Lincoln.

##### **2. MANDATE**

The Niagara Road 12 Liaison Committee is a Citizens' Committee established by the Board of Management in accordance with the Terms of Reference. It has been established to report to the Board of Management on matters related to the implementation and future operation of a landfill site located at the preferred Niagara Road 12 site. The primary focus of the Niagara Road 12 Liaison Committee shall be to address impacts of the landfill site on the surrounding community and the solutions to those impacts to be proposed by the Board of Management. In addition, the Niagara Road 12 Liaison Committee shall address public education and shall comment on the day-to-day activities of the landfill site.

##### **3. PURPOSE**

The purpose of the Niagara Road 12 Liaison Committee is:

- 3.1 To review and comment on study results and reports, plans and other related documents for the implementation of the Niagara Road 12 landfill site.
- 3.2 To initiate and examine issues and recommend solutions and criteria for implementing and locating a landfill site at the preferred Niagara Road 12 site, in a manner which is technically, financially and environmentally feasible.
- 3.3 When the landfill is implemented, to examine operations at the proposed Niagara Road 12 landfill and provide comments related to those operations, the monitoring program and closure and end use plans.

##### **4. COMPOSITION**

- 4.1 The Niagara Road 12 Liaison Committee shall be composed of three residents of the area

## **SCHEDULE "B"**

immediately surrounding the proposed landfill site, in the Township of West Lincoln and in the Town of Grimsby, together with one alderman of the Township of West Lincoln, and one alderman from the Town of Grimsby, Pelham or Lincoln. A representative of the Ministry of the Environment and Energy shall serve as an advisor to the CLC.

- 4.2 The Committee's membership will be determined by the Board of Management on an annual basis. The criteria to be used by the Board for selection shall be:
- (a) representation from citizens living near the proposed landfill, directly affected by the implementation of the waste disposal site.
  - (b) representation from the organizations and ratepayers' groups that have expressed an interest in becoming involved in the Committee.
- 4.3 In the event that a Committee member is to be replaced, the new member will be selected by the Niagara Road 12 Liaison Committee based on the criteria set out in 4.2 above. This decision must be ratified by the Board of Management.

### **5. OFFICERS**

- 5.1 The Chairperson and one Vice Chairperson will be elected by the Niagara Road 12 Landfill Citizens' Liaison Committee at the first meeting of each year. The Chairperson and Vice Chairperson shall be elected from the area residents who are members of the CLC. Three members of the current membership must be present at the meeting at which the officers are elected.

### **6. TOWN STAFF LIAISON AND SUPPORT SERVICES**

- 6.1 The Town Staff Liaison to the Committee will be one or more of: the Study Co-ordinator, the Waste Management Co-ordinator and the Public Participation Co-ordinator. This Staff Liaison will provide administrative, procedural, and/or technical assistance to the Committee. The Staff Liaison will co-ordinate involvement of the four Municipalities and outside agencies, as necessary, and direct Committee (NR12LC) Minutes to the Board of Management.
- 6.2 The Staff Liaison will co-ordinate all requests for the Committee's advice, including requests from the four Municipalities, through the Committee's agenda. Committee responses to such requests shall also be co-ordinated by the Staff Liaison, either directly or through a report to the Board of Management.
- 6.3 Secretarial and other available support services to prepare Minutes and agendas will be

## **SCHEDULE "B"**

provided by the Board.

- 6.4 Study consultants may be asked to attend Committee meetings at the discretion of the Board of Management.
- 6.5 The Niagara Road 12 Liaison Committee shall have a one-time stipend of up to \$30,000 to meet currently unknown needs of the Committee to retain experts to review and make submissions to the Board of Management and to the Approvals Director on the detailed design and operation plan yet to be submitted by the Municipalities to the Approvals Director. The experts which the Committee may retain to review the plan will be confined to those areas identified by the Municipalities and the Group during the negotiation of EPA terms and conditions under the Minutes of Settlement signed by the Municipalities and by the Group and by the Ministry of the Environment and Energy, as meriting further consideration by the Committee after submission of a detailed design and operation plan. The Niagara Road 12 Liaison Committee shall have an additional one-time stipend of up to \$5,000 for the purpose of retaining a landscape architect to review detailed plans of the site and to provide a viewshed analysis.
- 6.6 The Niagara Road 12 Liaison Committee shall have an operating budget of up to \$5,000 per year, indexed for inflation, and exclusive of administrative costs and out-of-pocket expenses which shall be paid by the Municipalities, as requested by the Committee to be used for valid Committee purposes as set out in the budget approved by the Board of Management for the current year. The Committee shall submit a budget request each year to the Board of Management for the consideration and approval of the Board of Management.
- 6.7 There shall be no compensation payable to the members of the Committee for time expended.

### **7. MEETINGS**

- 7.1 The Committee shall normally meet four times per year. Three members of the current membership, as of the date of the meeting, shall constitute a quorum.
- 7.2 A meeting schedule shall be prepared for one year, and will be forwarded to the Board of Management for information. Additional meetings may be scheduled at the discretion of the Committee.
- 7.3 The location of meetings shall be at the Town Hall in Grimsby, or at other locations, as designated by the Committee.
- 7.4 The meetings of the Committee and any of its Sub-Committees shall be open to the

## **SCHEDULE "B"**

public.

- 7.5 The Chairperson shall not vote except in the case of a tie vote, in which case, the Chairperson shall cast the deciding vote.

### **8. MINUTES AND AGENDA**

- 8.1 The Minutes of the Niagara Road 12 Liaison Committee meetings will be forwarded by Staff to the Board of Management for their new scheduled meeting. Following this meeting, the Minutes will be adopted by the Committee. Amendments to the Minutes, as necessary, will be included and dealt with in the subsequent meeting of the Committee.
- 8.2 The Committee Agenda will be proposed by the Staff Liaison and The Committee Chairman and/or Vice Chairman. Requests for discussion of items not on the Agenda may be granted by the Chairman.

### **9. ANNUAL REPORTS**

An Annual Report of Committee's activities for the period ending December 31st shall be prepared and approved by the Committee by the last meeting of that year. The approved Annual Report will be submitted to the Board of Management.

### **10. AMENDMENTS TO THE TERMS OF REFERENCE**

At least one-half of the current membership of the Committee must be present at the meeting at which any proposed amendments to the Terms of Reference are submitted for endorsement by the Committee. Proposed amendments to the Terms of Reference must be submitted to the Board of Management for ratification before adoption.