

# TOWN OF GRIMSBY



Office of  
DIRECTOR OF PUBLIC WORKS  
R. LEROUX, P.ENG.

March 3, 1995

160 LIVINGSTON AVENUE  
P.O. BOX 159  
GRIMSBY, ONTARIO, L3M 4G3

TELEPHONE: (905) 945-9634  
FAX: (905) 945-5010

PLEASE REFER TO FILE NO.

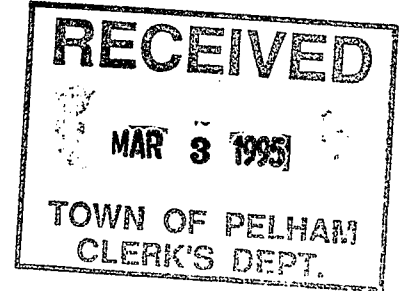
5014-3.100

Town of Pelham  
20 Pelham Town Square  
Pelham, Ont.  
L0S 1E0

Attention: Mr. Murray Hackett, CAO

Dear Sir:

Re: Resolution BM95-11  
Board of Management Minutes - January 4, 1995



Further to the above noted Board of Management Resolution, our solicitor, T. Richardson, has prepared a Draft By-Law (copy attached).

Please prepare a formal By-law for Council approval on Monday, March 6, 1995.

Thank you for your co-operation.

Yours truly,

*S. Mucciarelli*  
S. Mucciarelli, B. Sc.  
Waste Management Co-ordinator

SM:ac

Attachment

**DRAFT BY-LAW**

**A BY-LAW WITH RESPECT TO THE ADMINISTRATION  
OF THE REGIONAL ROAD 12 LANDFILL SITE  
PROPERTY VALUE PROTECTION PLAN**

**WHEREAS** the municipalities of Grimsby, Lincoln, Pelham and West Lincoln entered into an Agreement dated the 23rd day of June, 1988 with respect to the obtaining of all approvals necessary to establish and operate the Niagara Road 12 Landfill Site;

**AND WHEREAS** notice of approval to proceed with the undertaking as required by the Environmental Protection Act was approved and ordered on February 3, 1994;

**AND WHEREAS** it was a condition of the notice of approval that the proponent municipalities shall implement a compensation policy;

**AND WHEREAS** the municipalities have now agreed to a Neighbourhood Protection Policy, which includes a Property Value Protection Plan, a copy of which Neighbourhood Protection Policy is attached hereto as Schedule "A";

**AND WHEREAS** the municipalities have deemed it expedient to establish a means of administering the Property Value Protection Plan;

**AND WHEREAS** there is established pursuant to the said Agreement of June 23, 1988 a Board of Management which is responsible for the administration of the said Agreement and for the operation of the landfill site;

**NOW THEREFORE** the Council of the                      of                      hereby enacts as follows:

1.                      **THAT** the Mayor of the Town of Grimsby, the Administrator-Treasurer of the Town of Grimsby and the Secretary-Treasurer of the Board be and the same is hereby authorized to administer the Property Value Protection Plan on behalf of the Corporations of the Town of Grimsby, the Town of Lincoln, the Town of Pelham and the Township of West Lincoln;
2.                      **THAT** the Mayor of the Town of Grimsby and the Administrator-Treasurer of the Town of Grimsby are hereby authorized to enter into such Agreements of Purchase and Sale contemplated by the Property Value Protection Plan, provided that the terms and conditions of the Property Value Protection Plan have been complied with.

**ENACTED** this                      day of                      , 1995.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**BOARD OF MANAGEMENT**

**MUNICIPALITIES OF GRIMSBY, LINCOLN, PELHAM**

**AND**

**WEST LINCOLN**

**NEIGHBOURHOOD PROTECTION POLICY**

**NIAGARA ROAD 12 LANDFILL SITE**

**JANUARY 17, 1995**

## TABLE OF CONTENTS

	<u>Page No.</u>
Preamble	1
Section 1.0	
Background	1
1.1    Governing Principles	1
1.2    Participant Funding	2
1.3    Related Compensation Matters	3
(a)    On-site property owners	
(b)    Host municipality	
1.4    Approval process	4
(a)    Minutes of Settlement	
(b)    Environmental Assessment Act Approval	
(c)    Ontario Municipal Board (OMB) Approval	
(d)    Environmental Protection Act Approval	
Section 2.0	
Neighbourhood Protection Policy	7
2.1    Property Value Protection Plan	7
(a)    Overview	
(b)    Eligibility	
(c)    Implementation	
(d)    Top Up Provisions	
(e)    Guaranteed Purchase Provisions	
(f)    Reimbursement of Costs	
(g)    Special Needs	
(h)    Arbitration	
2.2    Purchase of Portion of Property - Woodlots	11
2.3    Off-site Mitigation	12
2.4    Equity Protection	12
(a)    Assisting homeowners in securing loans	
(b)    Assisting property owners to comply with Twp. of West Lincoln Zoning By-Law No. 91-78	
(c)    Property Tax Assessment	
2.5    Special Case Provisions	13

## **PREAMBLE**

The Municipalities of Grimsby, Lincoln, Pelham and West Lincoln received approval under both the Environmental Assessment Act (EAA) and the Environmental Protection Act (EPA) to construct a solid non-hazardous waste disposal facility referred to as the Niagara Road 12 Landfill Site. The Site is located on parts of Lots 6 and 7 Concession 7 (adjacent to Concession 7 Road, off Niagara Road 12) in the Township of West Lincoln. Solid non-hazardous waste generated in the four municipalities shall be disposed at this site for a minimum period of 25 years. The Niagara Road 12 Landfill Site will be designed, constructed and operated in a manner that minimizes potential effects to the surrounding neighbourhood. The Provisional Certificate of Approval contains 98 conditions in regards to the requirements for the design, construction, operation, monitoring, and contingency plans. These conditions will ensure that any potential off-site effects on the surrounding neighbourhood are kept to a minimum, or eliminated where possible.

In November 1992 the Board of Management released the draft Neighbourhood Protection Policy for review and comment. The draft Policy included proposed measures to minimize potential effects to the surrounding neighbourhood, compensation to on-site property owners, compensation to the host municipality, mitigative measures to address potential effects on the neighbourhood, participant funding, landfill monitoring and draft Conditions of Approval.

The draft Policy provided the basis for negotiations between the Board of Management and the Landfill Concerned Citizens Group (LCCG). The Neighbourhood Protection Policy has been developed through negotiations with counsel and consultants representing the LCCG.

## **1.0 BACKGROUND**

### **1.1 Governing Principles**

The four municipalities are Trustees to their ratepayers and in this role strike the appropriate balance so that all their citizens are treated fairly. The four municipalities have a responsibility to those ratepayers who may be impacted by the establishment of the Niagara Road 12 Landfill Site; however, the four municipalities also have a responsibility to the ratepayers of the four municipalities to be financially responsible in developing this policy.

Where the establishment and operation of the Niagara Road 12 Landfill Site has caused or is likely to cause environmental effects, the municipalities will assess the potential or actual effect and will provide suitable mitigation and/or compensation. To decide on the appropriate action(s) the following will be considered.

**NEIGHBOURHOOD PROTECTION POLICY**  
**Niagara Road 12 Landfill Site**

An informal negotiation process took place in December 1992, with the Funding Panel acting as facilitator.

In January 1993, the Funding Panel confirmed the agreement negotiated between the Board of Management and the LCCG and awarded an amount of \$124,743 to the LCCG and \$2,140 to a non-member of the Group. The participant funding was primarily to assist the LCCG to participate in the preparation of a Neighbourhood Protection Policy. In the summer of 1993 the Environmental Assessment Branch of the MOEE mediated the negotiations between the Board of Management and the solicitor for the LCCG. In an attempt to resolve issues, the Director of the EA Branch of the MOEE mediated discussions between the parties and proposed Minutes of Settlement which would permit the compensation issue to be addressed by way of funded arbitration. The Minutes of Settlement contemplated that, upon their execution, the Minister would approve the Environmental Assessment.

The Minutes of Settlement provided for an additional \$178,904 in funding. The total amount of funds provided by the Board of Management to the LCCG is \$318,287.

**1.3 Related Compensation Matters**

**(a) On-site property owners**

The Board of Management compensated the three property owners whose lands were acquired for the establishment of the Niagara Road 12 Landfill Site. The purchase agreement allowed that the property would be purchased within two years of the signing of the Offer to Purchase. This allowed on-site testing to take place for which no compensation was provided. The purchase agreement also contemplated that the Board of Management could terminate the agreement to purchase if site-specific investigations determined that the location was not suitable for a landfill site. The Board of Management concluded the purchase of the three properties on August 31, 1990. The three property owners received fair market value of their property based on two appraisals. They were also compensated for all expenses and costs (including legal fees, moving costs, etc.).

**(b) Host municipality**

The municipalities of Grimsby, Lincoln and Pelham entered into an agreement with West Lincoln, the host municipality, to establish and operate the Niagara Road 12 Landfill Site and to compensate the Township of West Lincoln as follows:

- The three other municipalities will collectively provide a one-time payment of \$25,000 to the Township of West Lincoln upon receipt of all necessary approvals.

NEIGHBOURHOOD PROTECTION POLICY  
Niagara Road 12 Landfill Site

municipalities in the area of the proposed landfill site, inviting comments of the Environmental Assessment. The 30-day review period required under the EAA ended on December 21, 1992.

The Minister received four (4) submissions of which one was on behalf of the LCCG requesting a hearing. On November 10, 1992, an Order was made pursuant to Section 33 of the EAA, that the EAA applied to the undertaking and that a public hearing under the EPA was deemed not to be required.

In June 1993 the Minister of the Environment and Energy gave Notice of Acceptance of the EA. It stated that the compensation policy be finalized and be included as a condition of the EA approval. After resolution of Conditions of Approval between the LCCG and the Board of Management and after agreeing on procedures to resolve the compensation issue, the Minister of the Environment and Energy gave notice of the EA approval in January 1994. Cabinet granted approval on February 3, 1994.

(c) Ontario Municipal Board (OMB) Approval

On October 27, 1991 the Council of the Township of West Lincoln approved amendments to the Official Plan and the Zoning By-law. Residents living near the proposed Niagara Road 12 Landfill Site appealed the Township's By-law, based on their request to be fully compensated. The appeals were filed with the OMB. Through the negotiations of a compensation policy between the Board of Management and the LCCG those residents who are members of the LCCG have withdrawn their appeals to the Official Plan and Zoning By-law Amendments. A hearing was held July 20-21, 1994. On July 22, 1994, the OMB approved the Official Plan amendment of the Township of West Lincoln and dismissed the appeals with respect to the Zoning By-Law.

(d) Environmental Protection Act Approval

Prior to the submission of an application under Part V of the Environmental Protection Act for a Certificate of Approval, the Board of Management consulted with all government agencies with respect to the establishment of the Niagara Road 12 Landfill Site. The agencies and groups involved in developing draft Conditions of Approval and that provided input into the design requirements of the Landfill Site are the Ministry of the Environment and Energy, Ministry of Natural Resources, Niagara Escarpment Commission, Niagara Conservation Authority, Regional Niagara, the Public Advisory Committee, and the Niagara Road 12 Citizens Liaison Committee. The application for a Certificate of Approval was formally submitted in November 1991.

NEIGHBOURHOOD PROTECTION POLICY  
Niagara Road 12 Landfill Site

**2.0 NEIGHBOURHOOD PROTECTION POLICY**

**2.1 Property Value Protection Plan (PVPP)**

(a) Overview

MOEE has established a general guideline of 500 metres around a landfill site as being the area of potential impact. Through negotiations with counsel of the LCCG, the maximum distance of impact was agreed to and set at approximately 700 metres.

The PVPP shall be available to eligible property owners during the following time periods:

- (i) top up provisions - the life of the landfill site;
- (ii) guaranteed purchase provisions - five (5) years from the date of this Plan.

(b) Eligibility

The properties shown on Schedule 'B' within the Property Value Protection Plan line, presently owned by the property owners listed on Schedule 'A', are eligible to participate in the Property Value Protection Plan. The Property Value Protection Plan shall apply to all eligible properties including land and/or buildings related to a business which is operated on the property, excluding business loss; and to existing lots and to those lots that can legally be created under the Official Plan that exists at the time the Property Value Protection Plan comes into force. In the case of those lots not created at the date of this Plan, only the value of the land shall be protected.

The Property Value Protection Plan will not apply to subsequent purchasers of a property. The PVPP will apply to sales by the estate of a deceased owner who would have been eligible if still alive. The PVPP will apply to sales by a mortgagee, where that mortgagee was given a mortgage by an owner who held title at the time the Property Value Protection Plan came into force, provided that the mortgagee complies with the requirements of the Property Value Protection Plan. A subsequent owner, who acquires the land by inheritance from an eligible owner, without application of the PVPP, is eligible.

(c) Implementation

An eligible property owner who wishes to sell his/her property and access the PVPP shall enter into an "Agreement" with the Board of Management, as per Schedule 'C'.



NEIGHBOURHOOD PROTECTION POLICY  
Niagara Road 12 Landfill Site

if there are no acceptable bona fide offers received at the end of the listing period, then:

- (a) the appraisers will be requested to review the listing price and to recommend any change to the listing price;
- (b) the listing price recommended by the appraisers shall remain in effect during the first half of the second average listing period;
- (c) at the halfway mark of the second average listing period, the appraisers will be requested to review the listing price and recommend any changes to it.

After the second listing period, the Board of Management will accept a bona fide offer which is within 5% of the last listing price.

- (ii) In the case of the exercise of the guaranteed purchase provisions found below,
  - (a) inform the owner that the offer should be "signed back" at the fair market value or at an amount proposed by the Board of Management; or
  - (b) exercise its first right of refusal and purchase the property at the fair market value.
  - (c) inform the owner that he/she may accept the offer, and, if the offer is lower than the fair market value, pay to the owner the difference between the fair market value and the sale price;

provided that if there are no acceptable bona fide offers received during the first half of the listing period, then:

- (a) at the halfway mark of the average listing period, the appraisers will be requested to review the listing price established by the Board of Management pursuant to Schedule 'E' and to recommend any change to the listing price;
- (b) the listing price recommended by the appraisers shall remain in effect for the remainder of the listing period.

NEIGHBOURHOOD PROTECTION POLICY  
Niagara Road 12 Landfill Site

(g) Special Needs

The Board of Management shall pay the costs associated with a property owner who is physically challenged and requires that a wheelchair ramp be constructed at the new residence. The cost shall be limited to the equivalent value to replace the wheelchair ramp which exists at the existing residence and is not included in the appraised FMV of the property.

(h) Arbitration

The arbitration provisions contained in Schedule 'F', Section 3, shall be available to resolve disputes which may arise between an eligible property owner and the Board of Management. The arbitration procedure shall not be available to establish the eligibility of a property or of a property owner.

2.2 Purchase of Portion of Property - Woodlots

The Board of Management has undertaken to assess potential visual effects of the landfill operation on nearby residents. In consultation with the LCCG, contingency plans to mitigate off-site visual impacts will be developed. To minimize potential visual effects of the Landfill Site the following will be done:

- (a) Purchase from a willing seller part of the woodlot (approximately 140 metres deep) located on the south side of the landfill property, and maintain the woodlot as a buffer area. Portion of the following properties are included:

<u>Roll#</u>	<u>Owners Name</u>	<u>Roll #</u>	<u>Owners Name</u>
12-112	Bielak Estate	12-273	W. Las
12-271	Melrose Investment	12-274	Feddema.

The purchase price of the properties (woodlot) will be established by utilizing the procedures contained in Schedule 'D' except that the appraiser shall not be required to estimate the value of the property after allowing for the impact of the landfill site.

Legal fees to a maximum of \$500, incurred by a willing seller, shall be paid by the Board of Management on the closing of the purchase.

- (b) The Board of Management will undertake other screening measures pursuant to the Certificate of Approval.

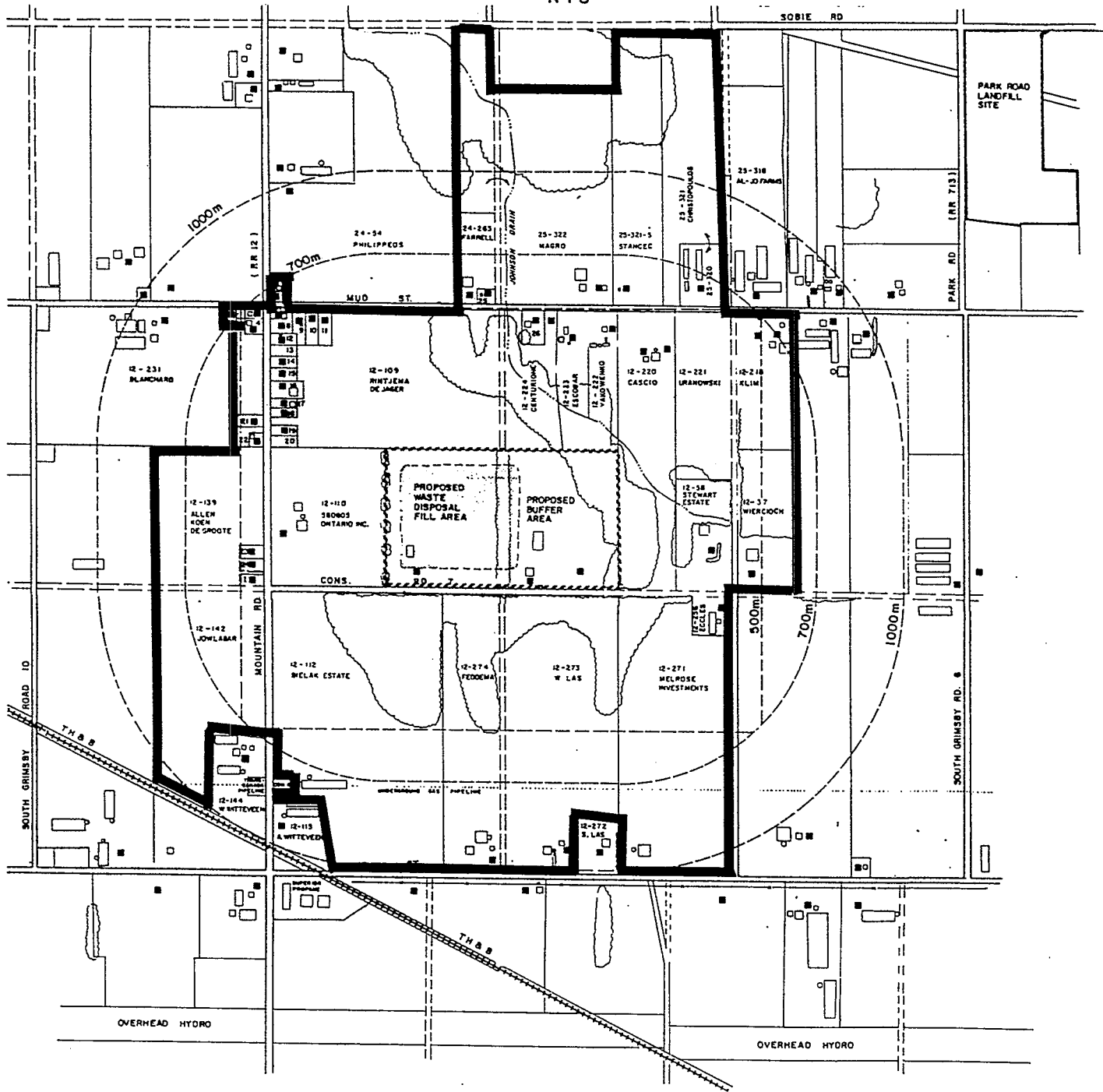
# SCHEDULE 'A'

## List of Eligible Properties and Eligible Property Owners

<u>Plan</u>	<u>Roll #</u>	<u>Owner</u>	<u>Plan</u>	<u>Roll #</u>	<u>Owner</u>
41	24-55	F. Konkle	42	24-262	P. Turcotte
	24-264	R. McIntyre		24-263	C. Farrell
				25-320	C. Christopoulos
				25-321	C. Christopoulos
				25-321 <sup>5</sup>	I. Stancec
				25-322	S. Magro
70	12-58	J. Stewart Estate	70	12-136	R. Derksen
	12-108	P. Rayner		12-137	V. Laciok
	12-108 <sup>1</sup>	N. Hubert		12-137 <sup>1</sup>	690642 Ontario Inc.
	12-108 <sup>2</sup>	M. Nicholson		12-139	H. Allen/DeGroote
	12-108 <sup>3</sup>	D. Patterson		12-139 <sup>1</sup>	V. Tatone
	12-109	Rintjema/DeJager		12-142	S. Jowlabar
	12-109 <sup>1</sup>	R. Izzo (RAC)		12-220	M. Cascio
	12-109 <sup>2</sup>	W. Lonschek		12-221	T. Uranowski
	12-109 <sup>3</sup>	J. Kwiatkowski		12-222	G. Yakowenko
	12-109 <sup>4</sup>	J. Nation		12-223	J. Escobar
	12-109 <sup>5</sup>	G. W. Down		12-224	G. Centurione
	12-109 <sup>6</sup>	T. Dunder		12-225	E. Togerez
	12-109 <sup>7</sup>	P. Seredoka		12-228	F. Dukeshire
	12-109 <sup>8</sup>	P. & F. Pescatore		12-230	W. Derksen
	12-109 <sup>9</sup>	R. Sicard		12-231	D. Blanchard
	12-109 <sup>10</sup>	L. DiNicola		12-256	J. Eccles
	12-110	580805 Ontario Inc.		12-271	Melrose Investment
	12-112	L. Bielak Estate		12-273	W. Las
	12-134	R. Ball		12-274	P. Feddema
	12-135 <sup>5</sup>	W. Steele			
71	12-37	H. Wiercioch			
	12-218	A. Klim			

SCHEDULE 'B'  
NEIGHBOURHOOD PROTECTION POLICY  
NIAGARA ROAD 12 LANDFILL SITE

AUGUST 1994  
NTS



- LEGEND
- HOUSE
  - OUTER BUILDING
  - BUSH
  - SITE BOUNDARY
  - ▨ LIMIT OF WASTE DISPOSAL AREA
  - PROPERTY VALUE PROTECTION PLAN LINE

ROLL No.	OWNER
1	12-139-1 - TATONE
2	12-230 - DERKSEN, W.
3	12-228 - DUKESHIRE
4	12-134 - BALL
5	24-55 - KONKLE
6	24-264 - McWYRE
7	12-108 - RAYNER
8	12-109-3 - KWIATKOWSKI
9	12-108-1 - HUBERT
10	12-108-2 - NICHOLSON
11	12-108-3 - PATTERSON
12	12-109-2 - LONSCHEK
13	12-109-5 - DOWN

ROLL No.	OWNER
14	12-109-6 - DUNDER
15	12-109-4 - NATION
16	12-109-1 - IZZO
17	12-109-7 - SEREDOKA
18	12-109-8 - PESCATORE
19	12-109-9 - SICARD
20	12-109-10 - DNICOLA
21	12-135-5 - STEELE
22	12-136 - DERKSEN, R.
23	12-137-1 - 690642 ONT. INC.
24	12-137 - LACIOK
25	24-262 - TURCOTTE
26	12-225 - TOGERETZ

## SCHEDULE 'C'

Agreement Between Eligible Property Owner and the Board of Management on Behalf of  
the Corporations of the Town of Grimsby, Town of Pelham, Town of Lincoln  
and Township of West Lincoln

This Agreement made in triplicate this       day of       , 199 .

B E T W E E N :

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

Hereinafter referred to as the  
Board of Management of the First Part

- and -

---

Hereinafter referred to as the  
"Owner" of the Second Part

WHEREAS the four municipalities referred to above have established a landfill site on lands described in Schedule "C-1" attached hereto and have created a Board of Management for the administration of the landfill site;

AND WHEREAS the four municipalities referred to above have authorized the Board of Management to enter into this Agreement on behalf of the four municipalities;

AND WHEREAS the four municipalities referred to above have established a Neighbourhood Protection Policy which contains a Property Value Protection Plan;

AND WHEREAS the Owner is the owner of lands described in Schedule "C-2" attached hereto;

AND WHEREAS the owner wishes to sell his/her property described in Schedule "C-2" attached hereto;

AND WHEREAS the Owner wishes to access the Property Value Protection Plan;

**SCHEDULE 'C'**

10. The Owner shall hold harmless the Board of Management from all claims, disputes, litigation, arising from incorrect information supplied by him/her or from any material fact known by the Owner concerning the property which he/she fails to disclose to the Board of Management.

11. Any dispute which may arise between the Owner and the Board of Management with respect to the implementation of this Agreement of the Property Value Protection Plan shall be resolved through an arbitration procedure established pursuant to the Neighbourhood Protection Policy, Schedule 'F', Section 3.

12. Failure on the part of the Owner to comply with the terms of the Property Value Protection Plan, the Schedules thereto, or this Agreement, shall be deemed to be a material breach of this Agreement thereby entitling the Board of Management, at its sole discretion, to terminate this Agreement.

IN WITNESS WHEREOF this Parties hereto have executed this Agreement the day, month and year first written above.

SIGNED, SEALED AND DELIVERED	)	Board of Management
in the presence of:	)	Per:
	)	_____
	)	
	)	
	)	_____
	)	Owner
	)	

## **SCHEDULE "C-1"**

### **Niagara Road 12 Landfill Site**

Part of Lots 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.

## SCHEDULE 'D'

### Procedures for Establishing Appraised Value of Property

1. At the time that a property owner determines that he/she wishes to sell the property, he/she shall notify the Board of Management in writing.
2. The property owner shall retain a qualified appraiser, accredited by the Appraisal Institute of Canada (holds an AACI designation), to determine the Fair Market Value (FMV) of the property.

The property owner shall provide to the Board of Management the name of the appraiser, qualifications, and the fee requested by the appraiser.

3. The Board of Management shall retain its own independent AACI appraiser to determine the FMV of a property.
4.
  - (a) The appraisers will be asked to determine the FMV of an eligible property at the time the owner wishes to sell and shall be calculated as the amount that the property might be expected to realize if sold on the open market by a willing seller to a willing buyer, if the Niagara Road 12 landfill site was not in existence. The method of evaluation shall be the "Direct Comparison Approach". All other terms of reference of the appraisals shall be agreed upon by the appraisers. The determination of FMV shall not use sales figures established by the application of the Property Value Protection Plan to other eligible properties.
  - (b) In addition, the appraiser shall estimate the value of the property after allowing for the impact of the landfill site, using the same method of evaluation and terms of reference as in paragraph (a) above. The appraiser shall provide proof of any differences between the FMV and the value of the property, after allowing for the impact of the landfill site, by using direct comparable market data of property sales in the vicinity of comparable landfill sites.
5. Fair Market Value (FMV) will be estimated as if the property is free and clear of all mortgage encumbrances. The selling price of comparable properties will be adjusted appropriately, to account for beneficial and/or detrimental financing terms, utilizing cash equivalency methodology.
6. The appraisers will determine the listing period without regard to the landfill site, based on what is typical in the open market for properties comparable to the property under consideration, listed within the previous year, including the length of time that comparable properties continue to be listed on the open market and do not sell.
7. The two appraisers shall exchange each other's appraisals and provide copies to the property owner and to the Board of Management.



## SCHEDULE 'E'

### Procedures for Listing Property for Sale

1. A property owner, who wishes to sell his/her property and access the PVPP, shall list the property with a Realtor, acceptable to the Board of Management, and who is a member of the Real Estate Board.
2. The Realtor shall actively promote the property by advertising and by use of the Multiple Listing Service (MLS).
3. The Board of Management shall determine the listing price having regard to the estimate of the value of the property determined in accordance with Schedule 'D', paragraph 4(b). The listing period shall be established by the appraisers in accordance with the provisions of Schedule 'D', paragraph 6.
4. The property owner will co-operate fully in marketing the property, including maintaining the property neatly and permitting the showing of the property during reasonable hours (9:00 a.m. to 9:00 p.m.).
5. The Board of Management, at its discretion, may provide to the owner a reward of up to \$1,000 for his/her efforts in co-operating and actively supporting the marketing of the property.
6. The property owner shall provide to the Board of Management all bona fide Offers of Purchase received from prospective buyers.
7. The terms of any sales, which are made at less than FMV, will be that the buyer sign a waiver acknowledging that he/she has purchased the property at a price less than FMV as a result of the presence of the landfill site.
8. The property owner shall hold harmless the Board of Management from all claims, disputes, litigation arising from incorrect information supplied by him/her or from any material fact known by the owner concerning the property, which he/she fail to disclose.
9. The property owner shall execute all documents requested by the Board of Management with respect to the sale of his/her property.
10. The listing agreement between the owner and the realtor shall contain a provision wherein there is no commission payable if the property is purchased by the Board of Management. Commission will be paid only on successful sale of the property to a bona fide third party purchaser.

## **SCHEDULE 'F'**

### **Small Claims Arbitration Procedure**

#### **Section 1 Definitions**

- (a) "Board" means the Board of Management appointed by the municipalities of Grimsby, Lincoln, Pelham and West Lincoln to act as agent for the operation of the facility and the implementation of the Neighbourhood Protection Policy.
- (b) "Claim" means a formal, written request for mitigation or compensation in respect of damages, loss or injury due to adverse effects which can be identified as being reasonably and proximately attributable to the operation of the facility to a maximum amount of Six Thousand Dollars (\$6,000).
- (c) "Facility" means the landfill site serving the municipalities of Grimsby, Lincoln, Pelham and West Lincoln for the disposal of solid non-hazardous waste located on Regional Road 12 in the Township of West Lincoln and more particularly described as follows:

Part of Lots 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.

#### **Section 2 Claims Procedure**

- (a) A Claimant shall submit a completed written Small Claims Form in accordance with the form set out in Schedule "F-1" hereto. That form shall require information regarding the Claimant and the claim including the following:
  - (i) the nature of the adverse impact or effect alleged;
  - (ii) the nature of the damage, injury or loss alleged;
  - (iii) the period of time during which the alleged adverse impact or effect and damage, injury or loss was sustained; and,

## SCHEDULE 'F'

- (i) The Board shall provide its written response to the Claimant as required pursuant to subparagraph (d) above.
- (j) The Claimant shall have sixty (60) days from the date of the Board's written response to accept or refuse any mitigation measures and/or monetary compensation proposed.
- (k) Should the Claimant accept the proposal contained in the Board's response the mitigation and/or monetary compensation shall be provided as soon as is reasonably possible in the circumstances. As a condition of any such award the Board shall be entitled to require a full and final release for the matter or incident upon which the claim is based in a form acceptable to the Board's solicitors, acting reasonably.
- (l) Should the Board's response not be accepted, the Claimant may, at his or her sole option, request third party binding arbitration by a single arbitrator in a summary manner in accordance with the provisions of Section 3 hereof.

### Section 3 Summary Arbitration Procedure

- (a) Should the Claimant elect third party binding arbitration the Claimant shall deliver a written Notice of Summary Arbitration in accordance with the form set out in Schedule "F-2" hereto. Such notice shall be delivered within the sixty (60) day period referred to in Section 2(j) above.
- (b) The Notice of Summary Arbitration shall be delivered to the Board as referred to in Section 2(b) above.
- (c) Within fifteen (15) days of the delivery of the Notice of Summary Arbitration the Complainant shall choose a single arbitrator from a standing list of independent arbitrators provided by the Board, or as agreed upon by the parties.
- (d) The arbitrator shall determine the time, date and place of arbitration, taking into consideration the parties convenience and any other circumstances of the case.
- (e) The arbitrator selected by the Complainant shall act as the sole arbitrator to determine, in a summary manner, the subject matter of the claim according to hearing procedures set by the arbitrator.

## **SCHEDULE 'F'**

### **Section 4 Miscellaneous**

(a) Subject to:

- (i) those small claims for which the Claimant has provided a full and final release to the Board; and,
- (ii) those small claims resolved by third party binding arbitration pursuant to Section 3 hereof,

there is nothing in this small claims arbitration procedure that shall prevent an owner from bringing an action in law for damages not otherwise addressed by this procedure.

Schedule "F-1"

Niagara Road 12 Landfill Site  
Neighbourhood Protection Policy  
Small Claims Arbitration Procedure

Small Claims Form

- A. NAME OF CLAIMANT(S):  
CLAIMANT(S) ADDRESS:  
PHONE NUMBER:
- B. LEGAL DESCRIPTION OF CLAIMANT(S) PROPERTY:
- C. DESCRIPTION OF THE SMALL CLAIM:
- (i) The nature of the adverse impact or effect complained of:
  - (ii) The nature of the damage, injury or loss complained of:
  - (iii) The period of time during which the adverse impact or effect and damage, injury or loss was sustained:
  - (iv) The basis for the cause or connection between the operation of the landfill site, the adverse effect or impact complained of and the damage loss or injury sustained:
  - (v) Any other information describing the small claim:
- D. RELIEF SOUGHT
- Provide the details of the remedy or relief sought:
- (i) Monetary compensation:
  - (ii) Mitigation:

Where the relief sought can be or is supported by documents (i.e. invoices, receipts, estimates, etc.) attach copies to this form.

DATE:

\_\_\_\_\_  
Claimant's Signature

**Schedule "F-2"**

**Niagara Road 12 Landfill Site  
Neighbourhood Protection Policy  
Small Claims Arbitration Procedure**

**Notice of Summary Arbitration**

I/WE, \_\_\_\_\_ (CLAIMANT(S)) hereby serve notice of my/our election to have my/our small claim arbitration by third party binding arbitration pursuant to Sections 2 and 3 of the Small Claims Arbitration Procedure.

IN MAKING THIS ELECTION I/we acknowledge the following:

1. I/We will choose a single arbitrator according to Section 3 of the procedure within 15 days of the delivery of this notice;
2. I/We agree to be bound by the final and binding decision of the arbitrator;
3. The arbitrator may award the costs of the arbitration against me/us in accordance with Section 3 of the procedure; and,
4. To the extent of any award made to me/us by the adjudication I/we are prohibited from making any further claims or bringing any action in law for damages arising out of the same matter or incident.

I/WE FURTHER ACKNOWLEDGE having read and understood the provisions of the Small Claims Arbitration Procedure as contained within the Neighbourhood Protection Policy for the Niagara Road 12 Landfill Site.

DATE:

\_\_\_\_\_  
Signature Of Claimant(s)

\_\_\_\_\_  
Name Of Claimant(s)

\_\_\_\_\_  
Address/Phone Number