

City of Melfort Policy Manual

<i>POLICY TITLE:</i> Contaminated Soil	<i>POLICY NUMBER:</i> 3.8.01	<i>EFFECTIVE DATE:</i> March 14, 2011
<i>ORIGIN:</i> Director of Works & Utilities		<i>DATE APPROVED/AMENDED:</i> March 14, 2011

1. PURPOSE

To control and regulate the acceptance of contaminated soil at the Melfort Landfill.

2. DEFINITIONS

- a) “**city**” means the City of Melfort;
- b) “**department**” means the Ministry of the Environment, or the provincial department responsible for administering *The Environmental Protection Act*;
- c) “**owner**” means the property owner who has the right, title, estate or interest in land or buildings other than that of a mere occupant, tenant or mortgagee.

3. POLICY

- a) Prior to the City accepting contaminated soil, the property owner must provide the City of Melfort with a soil sample report. The City will review the report with the provincial department. Any costs charged by the department for this review will be charged back to the property owner. The City reserves the right to refuse the soil for any reason. Underground storage tanks will not be accepted at the landfill site. Owners are responsible for making their own arrangements for tank disposal.
- b) Upon City acceptance of the soil, the property owner must enter into a Contaminated Soil Agreement with the City of Melfort, which is attached and forms part of this policy.
- c) The owner will pay the City of Melfort the contaminated soil rate, as specified in the City of Melfort Waste Collection & Disposal Bylaw, for contaminated soil. Property owners should contact the Director of Works & Utilities to verify fees for the total amount of soil delivered to the landfill.
- d) The owner will be responsible for dumping the soil at the landfill site, as directed by the Director of Works & Utilities or his designate. The City will isolate the soil

to a separate signed and staked location and cultivate it in accordance with the regulations and guidelines of the department, until the contamination is reduced to a level acceptable by the department.

- e) The overseeing engineering firm shall continue testing on this contaminated soil until it is deemed to be safe by the department to use as cover material for landfills. The final analysis must be submitted to the City to fulfill the terms of the contaminated soil agreement.

CONTAMINATED SOIL AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 20_____.

BETWEEN: City of Melfort
Box 2230, Melfort, SK S0E 1A0
Hereinafter referred to as the "City"

AND: _____
(Name of Property Owner)

(Mailing Address)

(Legal Address – Contaminated Soil Location)

(Civic Address – Contaminated Soil Location)
Hereinafter referred to as the "Owner"

WHEREAS the Owner has requested the City to accept contaminated soil of the Owner, from the above location, at the City landfill site located on the SW 11-45-19 W2M and the City has agreed to accept the soil, on the terms and conditions hereinafter set forth;

NOW THEREFORE the Owner and the City hereby covenant and agree as follows:

1. The Owner shall pay the City a sum of \$_____/1,000 kgs of soil, plus GST, for the total quantity of soil delivered by the owner to the City landfill. The Owner shall deliver the contaminated soil on the site designated by the City. The said sum is due and payable to the City on the date that the Owner delivers the final amount of soil to the landfill.
2. In consideration of the payment of the above sum, the City shall accept delivery and ownership of, and cultivate the soil after it is delivered to the landfill, according to the Department's *Guidelines for Treatment and Disposal of Petroleum Contaminated Soils at the Municipal Waste Disposal Grounds, December, 1995*.
3. The overseeing engineering firm shall continue testing on this contaminated soil until it is deemed safe to use as cover material for landfills, as determined by the Ministry of Environment. The final analysis must be submitted to the City to fulfill the terms of this agreement.
4. The Owner will be responsible for reimbursing the City for any damage to the City's infrastructure, including but not limiting the generality of the foregoing, damage to the City sidewalks, curb and gutter, asphalt, water and sewer services.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first written.

CITY OF MELFORT

Per: _____

Per: _____

SEAL

OWNER

(Name of Owner)

(Signature of Owner)

Signed, Sealed and Delivered
Into the Presence of

As to the signature of:

(Signature of Owner)

To be completed by Owner:

Name of Engineering Firm contracted to oversee disposal:

Contact: _____

Mailing Address: _____

Phone/Mobile: _____

Fax: _____

E-mail: _____