

**TERMS OF REFERENCE
OF THE
PUBLIC LIAISON COMMITTEE
FOR THE
COMMUNITY BASED RISK ASSESSMENT
FOR
SOILS CONTAMINATED IN THE PORT COLBORNE AREA**

NOTE:

The following abbreviations are used within the Terms of Reference:

PLC	=	Public Liaison Committee
CBRA	=	Community Based Risk Assessment
SSRA	=	Site Specific Risk Assessment
MOE	=	Ministry of Environment
Region	=	The Regional Municipality of Niagara
City	=	The City of Port Colborne
Director	=	The Director of the West Central Region of the M.O.E.
INCO	=	INCO LIMITED

Established 2000
Confirmed by PLC _____
Revised _____

1. PURPOSE

These Terms of Reference are intended to define, organize and to establish the operation of a Public Liaison Committee intended to investigate and provide input to INCO and to the Director relating to contamination in the Port Colborne area.

The Public Liaison Committee is intended to solicit public input; to inform the public; and, to provide input to INCO and to the Director respecting the scope of work for and the preparation and conducting of, a proposed Community Based Risk Assessment addressing soils contamination attributed to Inco operations in the Port Colborne area.

2. MANDATE

The Mandate of the PLC is to:

- a) advise Council of the City on the adequacy of the Terms of Reference for the Committee, and, to make recommendations for changing the "Terms" if necessary,
- b) receive and review all appropriate information respecting the contamination of lands with the identified "chemicals of concern" in Port Colborne,
- c) provide input to the Director and to INCO respecting the Scope of Work for the CBRA.
- d) monitor the progress of the CBRA,
- e) review the findings and recommendations of the CBRA and provide input to INCO and the Director,
- f) provide input to INCO and the Director on the methods of implementing the recommendations of the CBRA as may be appropriate,
- g) submit a final report including comments and advice to the Director with respect to the PLC and CBRA processes.

Throughout the process the PLC will liaise with its independent consultant to seek input from the public on all issues relating to the reported contamination and the CBRA, will seek to inform the public respecting the progress of the CBRA, and, will report the public input to INCO and to the Director.

The PLC will provide input to INCO and to the Director with respect to the CBRA but will not make decisions. Rather, the Director will make decisions pursuant to the provisions of the Environmental Protection Act.

3. MEMBERSHIP

The PLC shall consist of seven individuals and an "alternate" to be appointed by City Council. City Council will attempt to appoint a committee representative of the community. PLC members will be appointed at the pleasure of Council.

4. MEETINGS

- a) Appendix A attached is an Anticipated Work Program including an estimate and schedule of the required meetings. Generally, meetings will be scheduled by the Committee or at the call of the Chairperson.
- b) Meetings will be held in the Council Chambers of the City unless otherwise determined by the Committee.
- c) Generally, meetings will be open to the public unless dealing with matters requiring confidentiality as outlined in Section 9.
- d) INCO, the MOE and the City may have representative(s) attend meetings of the PLC in a non voting capacity. Both the MOE and INCO will provide information to, and obtain input from, the PLC as required.

5. AGENDA, CHAIR, MINUTES

- a) The PLC agenda will generally follow the tasks outlined in the Anticipated Work Program attached as Appendix A.
- b) City Council will appoint an interim chairperson to conduct the initial meeting(s) of the PLC. At an early meeting, the PLC will elect a Chairperson and Vice Chairperson. The Vice Chairperson will act as Chair in his or her absence.
- c) Agendas for individual meetings will be set by the Chairperson, in consultation with the independent consultant, and will be distributed

with appropriate materials one week in advance of each meeting.

- d) The PLC with the independent consultant may conduct Public Forums at a time, location and manner to be determined by the Committee.
- e) Five members of the Committee will form a “quorum”. The Committee will strive for consensus. However, decisions can be made by a simple majority of members present.
- f) The “alternate” member will attend all meetings and participate in all discussions and functions of the committee. However, the “alternate” will vote only when one or more Committee members are absent.
- g) The Committee secretary will record the minutes of each meeting, a draft of which will be circulated with the agenda for the following meeting for approval of the Committee. Minutes will only be released to the public after approval by the PLC.

6. INDEPENDENT CONSULTANT

- a) The City will retain an independent consultant to assist the PLC to undertake the required “Tasks” by providing ongoing professional and technical advice.
- b) Subject to the provisions of paragraph 6d) herein, the Independent Consultant will generally undertake the functions described in the attached “Anticipated Work Program” and will be expected to attend all meetings of the PLC, and, to provide reports and advice to the Committee as required.
- c) Subject to the provision of paragraph 6d) herein, if the PLC recommends that the Consultant should undertake functions outside of those contemplated by the “Work Program”, such additional work will require prior approval by the City.
- d) The City will establish an overall budget for the work of the consultant including a budget for each of the identified tasks. The overall budget for the consultant and the budget for each task will not be exceeded without prior approval of the City.

7. PUBLIC PARTICIPATION

- a) **The PLC will seek to inform the public of the CBRA process and to obtain the views of the public when developing input to INCO and to the Director.**
- b) **The PLC may seek public input through public forums as outlined on the Work Program or as determined by the Committee. At public forums the public will have the opportunity to ask questions of INCO and the MOE related to the CBRA.**
- c) **Public delegations to regular meetings of the Committee will be permitted . Unless otherwise determined by the PLC, the delegate must register in advance with the Secretary and the delegation will be limited to speak to the subject(s) of the agenda for that meeting. The PLC may restrict the number of delegates and the time permitted each delegate to speak.**

8. EXPENSES

- a) **All of the City costs associated with hiring and compensating the Independent Consultant to the PLC will be paid by INCO. The City will enter into contracts, as appropriate, with both the Consultant and INCO.**
- b) **The City will supply all necessary administrative and advisory services to the PLC, however all expenses related to such service(s), including salaries, will be paid by INCO.**
- c) **The City will provide meeting rooms for the PLC. All other operating expenses of the PLC will be paid by INCO within an established budget.**
- d) **Committee members will not be compensated for meeting time. However, out of pocket expenses related to PLC business will be compensated at current City rates, provided the business related to those expenses has prior approval of the Committee.**

9. CONFIDENTIALITY

- a) PLC members may be presented with reports on and/or examples of technologies, methods or procedures which are of a proprietary nature. Only PLC members who have signed appropriate declarations of confidentiality, in the form attached as Appendix B, will be allowed to receive and/or hear those reports or presentations.
- b) When a meeting has included confidential material as described in a), the PLC shall agree on a statement regarding that part of the meeting both for the minutes and for public release.

APPENDIX 'A'

PUBLIC LIAISON COMMITTEE
ANTICIPATED WORK PROGRAM

TASK	TIMING	PLC ROLE	INDEPENDENT CONSULTANT	INCO ROLE	M.O.E. ROLE	PUBLIC INPUT
TASK I Review Background Information	2 months; 4 meetings	City Appoints PLC -Review and advise Council on Terms of Reference -Receive and review background data	City Retains Consultant -Review Background Data -Advise PLC on Background Data and concept of CBRA	-Provide background information to PLC and independent Consultant as required	-Provide background information to PLC and Consultant as required	-PLC to conduct forum(s) on issues, appropriate
TASK II Review Scope of Work for CBRA	3 months; 3 meetings	-Receive and review Scope of Work for CBRA -Input to Director and INCO on Scope of Work	-Review scope of work and advise PLC	-Inco Consultant presents Scope of Work to PLC as required	-Director to approve Scope of Work	-PLC may conduct public forum(s) on Scope of Work
TASK III Review Progress of CBRA	9 months	-Monitor progress on CBRA	-Monitor progress of CBRA	-Inco Consultant conduct CBRA		
TASK IV Review CBRA Report	4 months; 5 meetings	-Review CNRA Report -Input to INCO and Director on CBRA -Input to Director and INCO on Implementation of CBRA -Final Report to Director on PLC and CBRA process	-Review CBRA and advise PLC -Advise PLC on implementation issues	-Inco Consultants present CBRA to PLC as required	-Director to review and approve CBRA - Director to receive input from PLC on implementation strategies	-PLC to conduct forum(s) on CBRA and Implementation

DECLARATION OF CONFIDENTIALITY

THIS AGREEMENT entered into this _____ of _____ 2000, by and between _____, (hereinafter referred to as "RECIPIENT"); and INCO LIMITED ("INCO").

WHEREAS the Recipient is a member of the Public Liaison Committee to the Community Based Risk Assessment for Soils Contaminated with Nickel, Copper and Cobalt in the Port Colborne Area (the "PLC").

AND WHEREAS Inco may present to the PLC reports on and/or examples of technologies, methods or procedures which are of a proprietary nature (hereinafter severally and collectively referred to as "Proprietary Information") relating to remediation of soil.

Now, therefore, RECIPIENT accepts disclosure of the Proprietary Information on the basis of the following conditions:

1. RECIPIENT shall treat as confidential all of the Proprietary Information received from INCO and use such Proprietary Information only for the specific purposes of this PLC and for no other purposes. Orally disclosed Proprietary Information shall be subject to the terms and conditions of this Agreement as well.
2. The provisions of this Agreement shall only apply to:
 - (a) documents that are marked "confidential" at the time the document is provided to the RECIPIENT; and

- (b) Proprietary Information provided to the RECIPIENT orally that is expressly stated to be proprietary and confidential at the time it is provided and which is reduced to writing and delivered to the RECIPIENT within 15 days of oral disclosure and marked "Confidential".

3. The obligations of Paragraph 1 shall not extend to any of the Proprietary Information that is (a) publicly available at the date of its disclosure to RECIPIENT; or (b) which is, at that time, already properly in the possess of RECIPIENT as shown by RECIPIENT's written records; or (c) which after that date becomes publicly available without breach of this Agreement by RECIPIENT, or (d) the disclosure of which is agreed to in writing by INCO; or (e) Proprietary Information which is developed independently by RECIPIENT without reliance upon INCO's Proprietary Information.

4. For the purpose of Paragraph 3, disclosures made to RECIPIENT under this Agreement which are specific, e.g. as to processes, equipment, products, operating condition, catalysts, specific raw materials used, waste, etc., shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in the possession of RECIPIENT.

5. Even though RECIPIENT may be free to disclose or use certain Proprietary Information through operation of Paragraph 3, RECIPIENT shall not reveal to any third party that such Proprietary Information was received from INCO unless INCO agrees in writing.

6. RECIPIENT shall obtain no rights of any kind, other than those expressly provided herein, in the Proprietary Information by reason of this Agreement.

7. All materials furnished to RECIPIENT, which are designated in writing to be the property of INCO, shall remain the property of INCO and shall be returned to INCO within fifteen (15) days of its written request together with all copies made thereof.

8. This Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors, legal representatives, assigns, subsidiaries and affiliates. This Agreement shall be assignable by INCO to a successor to that portion of the business relating to the subject matter of this Agreement. Such assignment shall not relieve either party of any of the obligations of confidentiality set forth above.

9. This written Agreement embodies all of the understandings and obligations between the Parties with respect to the subject matter hereof.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

INCO LIMITED

By: _____

By: _____

Print: _____

Print: _____

Date: _____

Date: _____