



Agenda

BLYTH-HULLETT LANDFILL BOARD

Thursday, January 25, 2024 at 9:00AM

North Huron Firehall-Blyth-685 Queen St. North

1. Call to Order by Chair Steve Doherty, CAO Central Huron

2. Confirmation of the Agenda dated January 25, 2024.

THAT the Blyth-Hullett Landfill Board hereby accepts the Agenda for the January 25, 2024 Board Meeting; as presented.

3. Welcome of Board Members and Introductions of New Members

3.1 Gregg Furtney, Director of Public Works & Facilities – Township of North Huron

4. Declaration of Pecuniary Interest

5. Minutes of the Previous Meeting

THAT the Blyth-Hullett Landfill Board hereby adopts the Meeting Minutes held January 25, 2023; as presented.

5.1 Nomination of New Board Chair

6. Delegations

6.1 Caitlin Ferguson, R J Burnside & Associates Limited (Presentation Attached)

7. Discussion

7.1 Proposed 2024 Budget Items, R.J. Burnside & Associates Limited (Attached)

8. Next Steps

9. Next Meeting

10. Adjournment

THAT the Blyth-Hullett Landfill Board agrees that there being no further business before the Board; the meeting be hereby adjourned at (time).



Minutes - DRAFT

BLYTH-HULLETT LANDFILL BOARD

Wednesday, January 25, 2023 at 9:00AM

North Huron Firehall-Blyth-685 Queen St. North

Present:

Members: Central Huron Councillor, Michael Russo
Central Huron Councillor, Everett Smith
North Huron Deputy Reeve, Kevin Falconer
North Huron Councillor, Ric McBurney

Central Huron Staff: Steve Doherty, CAO
Brady Nolan, Roads Manager

North Huron Staff: Dwayne Evans, CAO/Deputy Clerk
Chip Wilson, Interim Director of Public Works

Others: Caitlin Ferguson, RJ Burnside & Associates

Regrets: None

1. Call to Order by Chair Steve Doherty, CAO Central Huron at 9:00 am

Additions to the agenda

7.2 Verbal update re. ECA Compliance Update from Chair Doherty

7.3 Verbal update re. Woodlot Harvest Update from CH Roads Manager Brady Nolan

8.1 Call for Nominations for New Chair

2. Confirmation of the Agenda dated January 25, 2023.

Moved by Councillor McBurney, Seconded by Deputy Reeve Falconer

THAT the Blyth-Hullett Landfill Board hereby accepts the Agenda for the January 25, 2023 Board Meeting; as amended

CARRIED

3. Introductions and Welcome of New Board Members

Attendees introduced themselves.

4. Declaration of Pecuniary Interest – none noted

5. Minutes of the Previous Meeting

Moved by Deputy Reeve Falconer, Seconded by Councillor Everett Smith

THAT the Blyth-Hullett Landfill Board hereby adopts the Meeting Minutes held January 19, 2022; as presented.

CARRIED

6. Delegations

6.1 Caitlin Ferguson, R J Burnside & Associates Limited (Presentation attached)

Moved by Councillor Russo, Seconded by Councillor McBurney

That the Blyth-Hullett Landfill Board hereby receives the presentation on the Blyth-Hullett Landfill by Caitlin Ferguson of RJ Burnside & Associates for information purposes.

CARRIED

7. Discussion

7.1 Proposed 2023 Budget Items, R.J. Burnside & Associates Limited

After a brief discussion regarding Caitlin's suggestion that the Board consider requesting that the MECP allow for reduced reporting requirements which may save money on the annual report costs – it is agreed that Caitlin will email CAO Doherty on impacts/options via email and direction will be sought at next meeting.

Moved by Deputy Reeve Falconer, Seconded by Everett Smith

That the Proposed 2023 Budget from Caitlin Ferguson of RJ Burnside & Associates for the ongoing monitoring and reporting requirements of the Blyth-Hullett Landfill be approved as presented.

CARRIED

7.2 ECA Compliance Update from Chair Doherty

CAO Doherty confirms that that the Board has gained compliance with an MECP Order on the Landfill's Environmental Compliance Approval (ECA#A160701). The Order required the Board to secure groundwater rights (GWRs) within the Contamination Attenuation Zone (CAZ) and register a Certificate of Requirement on the property. Nick Zambito, Senior Waste Engineer with the MECP's Environmental Permissions Branch emailed Donnelly & Murphy on August 4, 2022 indicating that Central Huron had satisfied the Ministry's requirements.

7.3 Woodlot Harvest Update from CH Roads Manager Brady Nolan

CH Roads Manager, Brady Nolan gives verbal update on woodlot management plan which was approved by the Board and both municipalities in January 2020. OTS Contracting has been awarded implementation of the woodlot management plan. This work is set to be implemented in 2023. Proceeds received by the municipalities from implementation of the woodlot plan will be net all costs.

At this time Councillor McBurney inquiries about a site visit of the Blyth-Hullett Landfill site. The Public Works representatives offer to coordinate a site visit in the spring.

Deputy Reeve Falconer inquiries about the condition of the municipal drain. CH Roads Manager Brady Nolan reports he has visited one section and reports no issues. Ms. Ferguson advises that in the past beavers have built in the drain.

Deputy Reeve Falconer inquiries about the trail through the Bell property. For the benefit of the new members Chair Doherty briefly speaks to the Bell property and reports the Board previously agreed to allow the local Snowmobile Association to continue using that portion of the trail subject to Central Huron and North Huron being co-insured.

7 Next Steps

A site visit to be organized by the Public Works staff.

8 Next Meeting

8.1 Call for Nominations for New Chair

After a brief discussion it is agreed that at the start of the next meeting nominations will be called for a new Chair

9 Adjournment

Moved by Councillor Everett Smith, Seconded by Councillor McBurney

THAT the Blyth-Hullett Landfill Board agrees that there being no further business before the Board; the meeting be hereby adjourned at 9:48 am.

CARRIED

Steve Doherty, Board Chair

Dwayne Evans, Secretary



Blyth-Hullett Landfill

Board Meeting
January 2024

Caitlin Fergusson

R.J. BURNSIDE & ASSOCIATES LIMITED

1

PRESENTATION

- Site Overview
- Contaminant Attenuation Zone (CAZ)
- Current Monitoring Results
- Recent Changes and Considerations
- 2024 Budget



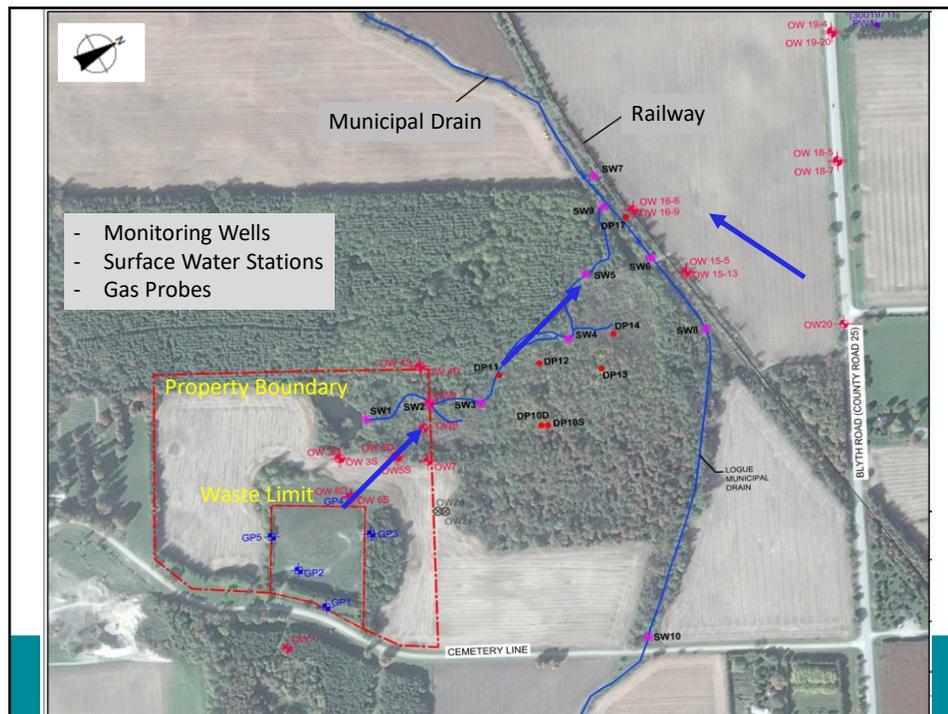
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Site Overview

- Landfill has been inactive since 2010 (no waste accepted) but never formally closed
- 36,000 m³ capacity remains
- To reopen – D&O Plan and ECA Amendment
- To permanently close – Closure Plan and ECA Amendment



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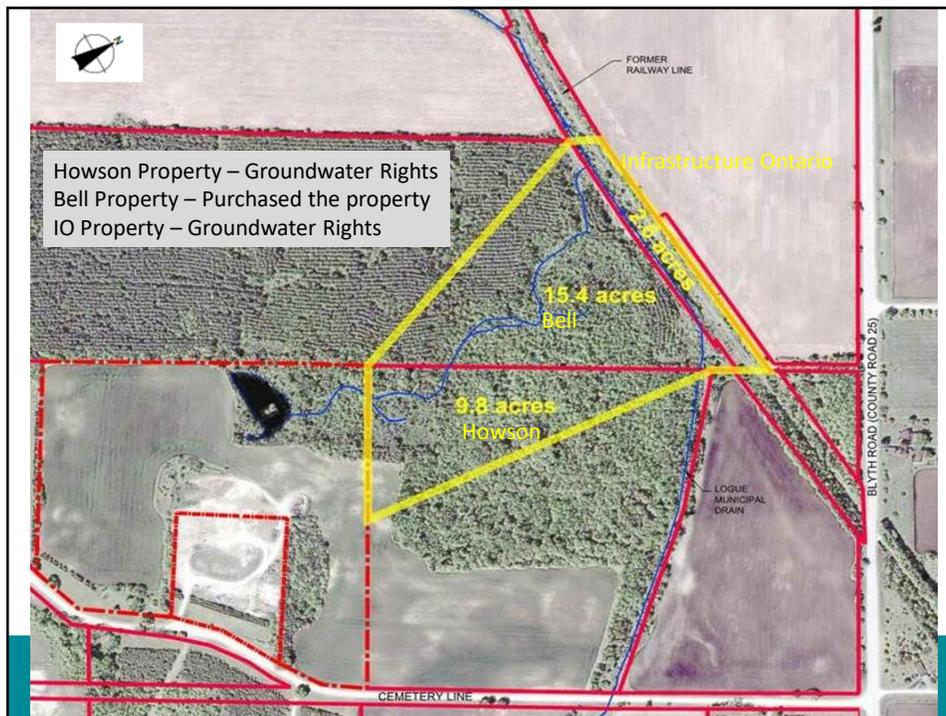
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CONTAMINATION ATTENUATION ZONE

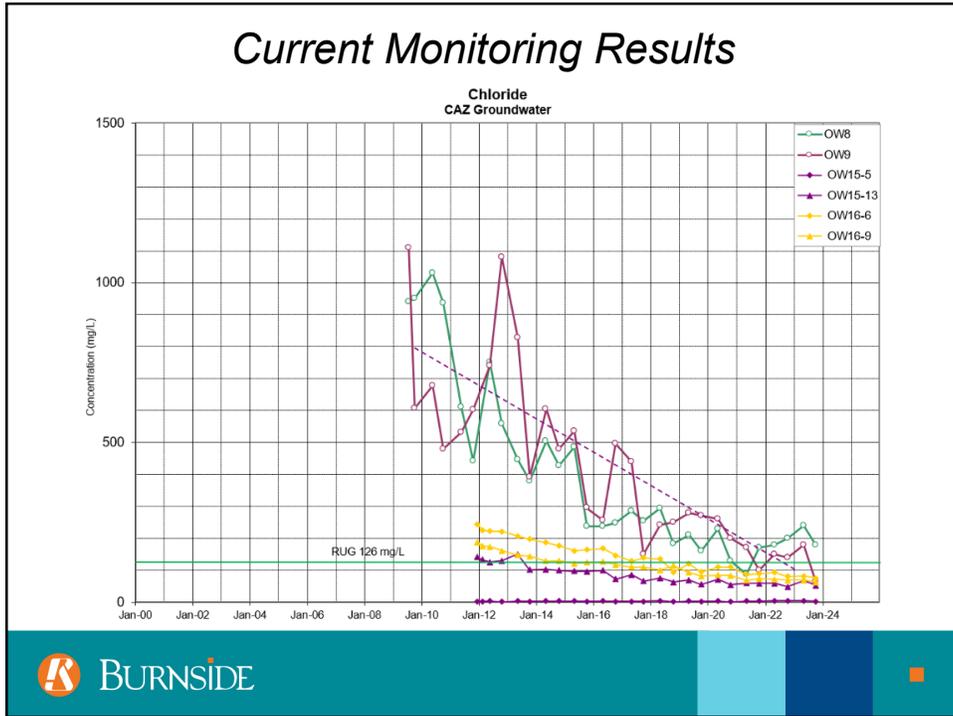
- A portion of an offsite property where the limited impairment of groundwater is allowed without imposing the severe restrictions of disposal sites
- Extends control of groundwater use to another property and is achieved by purchasing land or groundwater rights
- In 2022 the CAZ was added to the ECA and Certificate of Requirement registered on title for the CAZ properties



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Recent Changes and Considerations

- Blyth Road wells decommissioned in Dec. 2023
- Received response from Ministry regarding recommendation to reduce reporting frequency
 - Technical support agrees with recommendation (if Site remains inactive and data not showing increasing trends)
 - To switch to biennial reporting, an ECA administrative amendment is required by the Ministry
 - EO suggested ‘fairly quick’ turnaround since support is there from technical support (2022 AMR comments)

BURNSIDE

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2024 Budget

	Total
Annual Monitoring Program	
Monitoring Report ⁵	\$7,500
Field Work & Data Processing	\$7,000
Laboratory Cost	\$4,500
Survey (on hold)	-
Project Management	\$800
Subtotal	\$19,800
Supplemental Services	
General Operational Advice	\$900
Total (HST not included)	\$20,700

- ECA Administrative Amendment (for discussion)
 - RJB Fees: up to \$1,600 (to complete application and review draft ECA once provided by Ministry)
 - Application Fee: \$200 - \$1,400



November 30, 2023

Via: Email

Mr. Steve Doherty
Chief Administrative Officer
Municipality of Central Huron
23 Albert Street P.O. Box 400
Clinton ON N0M 1L0

Dear Mr. Doherty:

**Re: 2024 Landfill Services Budget Estimate
Blyth-Hullett Landfill Site
Project No.: LNE085800**

R.J. Burnside & Associates Limited (Burnside) is pleased to be of continued service to the Municipality of Central Huron. This letter provides the budget estimate for monitoring, reporting and supplemental services for the Blyth-Hullett Landfill Site. The scope of work is developed to fulfill the requirements of the Ministry of Environment, Conservation and Parks (MECP) Environmental Compliance Approval (ECA) and is based on previous work programs and our understanding of the objectives for 2024.

1.0 Scope of Work

1.1 Annual Monitoring Program

1.1.1 Monitoring Report

We will prepare the following report:

- Blyth-Hullett Landfill – 2023 Annual Monitoring Report (MECP due date: March 31, 2024).

An electronic copy of the draft report will be provided for the Municipality's review and comment before the due date. An electronic copy of the final report will be submitted to the MECP by the due date and provided to the Municipality for your records.

As discussed with the Municipality, an email request was submitted to the MECP on April 24, 2023, to request a reporting frequency reduction for the landfill site in conjunction with the 2022 Annual Monitoring Report recommendation. To date, we have not received a response from MECP Technical Support.

1.1.2 Annual Monitoring

Monitoring of the operations, groundwater, surface water and landfill gas will be conducted twice annually (spring and fall) at the Blyth-Hullett Landfill in accordance with the ECA.

The services related to Annual Monitoring include:

- Collection of water quality samples from groundwater and surface water sources. The samples are submitted to an accredited laboratory for analysis. Duplicate samples from randomly selected locations are submitted for QA/QC.
- Measurement of water levels in the groundwater wells and in the municipal drain.
- Measurement of landfill gas volume at the gas probes.
- A brief evaluation of the analytical lab results in the spring and fall after receiving the laboratory analysis to identify significant hydrogeological anomalies which may need action.
- A review of the laboratory invoices for accuracy and incorporation into monthly billings.

1.1.3 Waste Volume Survey

Condition IX(f) of the Agreement Pertaining to the Blyth-Hullett Landfill Site signed between the Municipality of Central Huron and the Township of North Huron required a topographical survey on or near September 1 of each year. Site operations were suspended in 2010. Since then, no waste has been accepted and the landfill has been covered, graded and vegetated. Therefore, in discussion with the Municipality in 2017, it was decided to suspend the annual survey. The survey has not been included in the 2024 work plan.

1.2 Supplemental Services for Landfill Operations

1.2.1 General Operational Advice

An allowance for General Operational Advice is recommended. This allowance will be used to respond to minor issues that may arise over the year, as well as to prepare for and attend one Landfill Board Meeting (if required). If the requested work becomes extensive, we will prepare an estimate specific to the work.

1.3 Capital Allowance

1.3.1 Decommissioning of Blyth Road Wells

Upon MECP Director approval, monitoring at the five wells along Blyth Road was discontinued in 2022. The wells must be decommissioned by a licensed water well contractor and a well record submitted to the MECP. The decommissioning work is scheduled to take place on December 15, 2023, in conjunction with other drilling work planned in the area.

We have included a provisional allowance for completing this work in the 2024 budget in case it does not get completed in December 2023. The allowance is a conservative estimate and is expected to cover the well contractor's and Burnside's costs to decommission the five wells along Blyth Road.

2.0 Budget Estimate

	Total
Annual Monitoring Program	
Monitoring Report ⁵	\$7,500
Field Work & Data Processing	\$7,000
Laboratory Cost	\$4,500
Survey (on hold)	-
Project Management	\$800
Subtotal	\$19,800
Supplemental Services	
General Operational Advice	\$900
Total (HST not included)	\$20,700
Capital Allowance	
Decommission Blyth Road Wells (Provisional)	\$20,000

Notes:

1. The costs for this program will be shared between the Municipality of Central Huron and the Township of North Huron per the landfill operating agreement signed on September 1, 2009. We understand that the Municipality will coordinate directly with the Township on this matter and provide final approval for the work plan and budget as outlined in this letter. Burnside has not budgeted to assist with this matter beyond preparation of this work plan, however; please feel free to contact us should you require any coordination assistance.
2. Repairs of existing monitoring wells will be completed, as necessary, on a time plus expenses basis and are not included in this budget estimate.
3. Laboratory fees include an 8% markup to cover handling and administration work on behalf of Burnside.
4. HST is not included.
5. We have assumed an annual report will be required in 2024. If a response is received from the MECP regarding the requested reporting frequency reduction prior to starting the 2023 draft report, we will proceed accordingly.

Burnside has many years of experience with the Blyth-Hullett Landfill. We are well acquainted with the site and understand the issues. We pride ourselves on paying attention to clients' needs and responding quickly to requests for information or advice. We can often be onsite the same day if needed. We maintain good working relationships with the regulatory agencies that can help to resolve issues in the client's favour. Our services are offered on a time and materials basis, with a reasonable budget based on the service we have provided over the years. The Municipality is only billed for the actual time spent and we are normally under budget.

3.0 Authorization to Proceed

Enclosed is our Standard Conditions of Service and an Authorization to Proceed form. Please complete and return the form to us at your earliest convenience.

Burnside looks forward to continuing to work with you and your staff on this project. If you have any questions regarding the budgets or any other matter, please contact the undersigned.

Mr. Steve Doherty
November 30, 2023
Project No.: LNE085800

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Yours truly,

R.J. Burnside & Associates Limited


Caitlin Fergusson, P.Eng.
Project Engineer
CF:tp

Enclosure: Authorization to Proceed & Standard Conditions of Service

cc: Brady Nolan, Roads Manager, Municipality of Central Huron (Via: email)

This document contains proprietary and confidential information. As such, it is for the sole use of the addressee and R.J. Burnside & Associates Limited, and proprietary information shall not be disclosed, in any manner, to a third party except by the express written consent of R.J. Burnside & Associates Limited. This document is deemed to be the intellectual property of R.J. Burnside & Associates Limited in accordance with Canadian copyright law.

Authorization to Proceed

Date: November 30, 2023 **Project No.:** LNE085800
Client: Mr. Steve Doherty
Submitted By: Caitlin Fergusson, P.Eng.
Project: 2024 Landfill Services Budget Estimate

I, _____, being an employee of _____,
hereby authorize the firm of R.J. Burnside & Associates Limited (the Consultant), to arrange for
or perform the work described in the Proposal Letter dated November 30, 2023.

I understand that the payment is based on Time plus Expenses.

By affixing my signature, I understand that the scope of work contained in the Proposal Letter
(noted above) is governed by the attached Standard Conditions of Service.

Signature

Date

Position/Title

I have authority to bind the Corporation.

To hold the rates/and or fee estimate provided in the attached proposal, this Authorization To
Proceed must be signed and returned to R.J. Burnside & Associates Limited within 60 days
from the date above.

231124 Blyth-Hullett LF 2024 Budget
11/30/2023 11:04 AM

Standard Conditions of Service

Services

The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.

Fees and Expenses

Billing will be in accordance with the fees as outlined in the proposal, plus expenses. Expenses including any sub-consultants properly incurred in connection with the project will be billed at cost plus an administrative charge of eight percent.

The Consultant may assist in coordinating other Consultants on Client's behalf. The Consultant does not accept any liability for other Consultants' work. Clients are encouraged to contract directly with other consultants.

Invoices

Invoices will be submitted on a monthly basis. Interest (1 percent per month of the unpaid amount) will be added to all unpaid balances after 30 days from date of invoicing. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.

Changes in Scope

The scope of work identified is based on the Consultant's understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Clients' needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.

Mediation

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.

Limitation of Liability

For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.

Except for claims or losses arising from the negligence or willful misconduct of the Client for which the Client agrees the Consultant shall have no liability, the consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services, save and except with respect to any damages for destruction of property, personal injury and/or death, arising directly as a result of the Consultant's negligent performance of the services.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

No other party shall rely on the Consultant's work without the express written consent of the Consultant.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

Hold Harmless

Burnside's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce Burnside's scope of services, the Client hereby agrees to release, hold harmless, defend and indemnify Burnside from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

Field Review Services

Where engaged by the Client, the Consultant will provide field review services. It is understood that in engaging the Consultant, the Client recognizes that the role of the Consultant in completing field review is to witness construction for general conformity with the identified design. The Consultant does not provide direction to the Contractor on construction methods, nor does the Consultant warrant the Contractor's work - this is the sole responsibility of the Contractor for which the

Consultant will not take any liability. Prior to the initiation of construction, the Client and the Consultant will agree on a field review schedule. The Client acknowledges that where a reduced field review schedule is agreed, the Consultant will not be held liable for any work completed by the Contractor for which the Consultant has not been on site to witness conformity with the design.

In the event that the Consultant is not engaged for field review services, the Consultant shall not be held liable for any issues arising during the construction period nor will the Consultant be liable for any changes to the design which may be directed by others.

Governing Law

The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

Assignment

Neither party shall assign responsibilities without the written consent of the other.

Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension

Upon 14-calendar day's written notice to the Consultant, the Client may suspend the Consultant's work. If payment of undisputed Consultant's invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may by 14-calendar day's written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45-calendar days shall, at the suspending party's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

All drawings, specifications and documents prepared by the Consultant hereunder, for which the Consultant has been fully paid under the terms of this agreement shall be and remain the property of the Client. The Client hereby agrees that all drawings, specifications and documents prepared by the Consultant shall only be used for their intended purpose and not be reproduced for use on other projects, sites or locations. The Client agrees to indemnify and hold harmless the Consultant for any claims arising from the unauthorized re-use of drawings, specifications, designs and documents.

Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

Standard of Care

The consultant will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same area under similar circumstances and conditions.

Tax

Any applicable taxes will be added to invoices.