

November 16, 2018

Beaver County Council  
P.O. Box 140  
Ryley, Alberta T0B 4A0

ISSUED FOR USE  
FILE: SWM.SWOP03869-01  
Via Email: [mjones@beaver.ab.ca](mailto:mjones@beaver.ab.ca)

**Attention:** Ms. Margaret Jones – Assistant Chief Administrative Officer

**Subject:** Response to Statement of Concerns Regarding Amendment Application No. 015-10348

Dear Ms. Jones:

Pursuant to your statement of concern issued to Alberta Environment and Parks (AEP) on May 22, 2018, on behalf of the Beaver County Council, this letter provides responses to your request for additional information related to Clean Harbors Canada Inc. (Clean Harbors) application (the Application; *Environmental Protection and Enhancement Act* Application No.: 015-10348) for lateral expansion of the Ryley Industrial Waste Management Facility (the Ryley Facility).

Clean Harbors will be reaching out to you personally to discuss the content of this response once you have had a chance to review.

## 1.0 RESPONSES

### Impacts of the Site Activities on Air Quality, Groundwater, and Above-ground Water Run-off

Unmitigated, any landfill or industrial facility has potential result in impacts to air quality, groundwater, and surface water. Without engineered cell liners, various monitoring systems, and operation practices, environmental impacts would be certain. The *Standards for Landfills in Alberta*<sup>1</sup> (the Standards) provide minimum expectations for adequate siting, design and management of any landfill ensuring protection of the environment and public, regardless of the waste being deposited. These minimum expectations include (but are not limited to):

- Separation from exceptional underlying aquifers, permanent waterbodies (e.g., lakes, rivers), and unsuitable underlying bedrock features (e.g., fractured, non-porous bedrock or karst);
- Sufficient underlying clay material with exceptionally low permeability, preventing release of leachate should a failure in a liner occur;
- Surface water “run-on” control measures (e.g., exclusion berms) to prevent flooding of the facility and “run-off” control measures (e.g., stormwater ponds and ditches) to prevent release of potentially contaminated stormwater within the facility;
- Groundwater monitoring system and program to confirm that liner failures and leachate releases have not occurred;

---

<sup>1</sup> Government of Alberta. 2010. Standards for Landfills in Alberta. Available at: <http://aep.alberta.ca/waste/waste-facilities/documents/StandardsLandfillsAlberta-Feb2010.pdf>.

- Water quality standards to ensure that planned releases of collected stormwater meet or exceed legislated performance thresholds;
- Surface water monitoring program to determine if the landfill has had any affect on surrounding surface waterbodies;
- Leachate monitoring program to confirm that leachate is being managed and disposed of properly;
- Nuisance (i.e., dust, odour, fire, litter, etc.) control measures; and
- Professional “sign-off” requirements, designating that only qualified professionals regulated in the Province of Alberta can design landfills.

Additionally, AEP evaluates a landfill’s site-specific risks and supplements the minimum expectations outlined in the Standards with additional requirements for performance. At the Ryley Facility, some of these additional requirements include (but are not limited to), additional air quality monitoring and landfill cell liners constructed using a double-lined system with leak detection.

In consideration of these expectations of Clean Harbors, the Ryley Facility is designed and managed to meet AEP’s expectations regarding prevention of impacts to air quality, groundwater and surface water. These includes:

- Implementation of a dust and odour prevention strategy using application of approved cover material to the exposed landfill surface and odour suppression chemicals (similar to Febreeze®);
- Groundwater monitoring system/program that meets the conditions of the Approval;
- Surface water collection system to collect on-site run-off (that may have contacted hazardous waste) that must be tested for compliance with water quality standards before discharge to the environment (or disposed of properly if exceeding regulated thresholds); and
- Implementation of a waste receiving area/tipping pad to prevent tracking of waste from the landfill cells on to provincial/public roads where rainfall may wash residual waste into ditches and adjacent waterbodies.

The details of these programs are provided to AEP on an annual basis in the Annual Landfill Report. The Annual Landfill Report is available for review upon request.

### **Tracking of Mud from Vehicles Exiting the Site onto the Adjacent Road**

Since the installation of the tipping pad in the landfill in 2012, tracking of waste on to public roads has been eliminated as offsite vehicles are no longer permitted into the landfill. Since the tipping pad prevents any contact between offsite vehicles and waste, any mud tracked on to public roads is from dirt/clay access roads within the Ryley Facility, and is not expected to pose a risk to the environment or public. Any potential tracking of mud offsite is monitored closely and in the event that tracking is identified, either by staff detection or public complaint, the Ryley Facility deploys a street sweeper to clean up any mess.

With the intent of further improving performance, Clean Harbors’ current application for landfill expansion includes the development of a permanent concrete waste receiving area along with additional paved roads. Clean Harbors anticipates that this should further reduce the potential for tracking of mud from the Ryley Facility.

## Notification Distance for the Site Activities

Clean Harbors maintains a quarterly consultation program with the Ryley Liaison Committee, during which previous and future planned activities are reviewed, including addressing any problematic events, future planned activities and funding contributions to the Village of Ryley.

Additionally, Clean Harbors hosts an annual Open House, typically in mid June. During the Open House, Clean Harbors makes its facility operators, compliance managers, and consultants available to the general public to learn about the Ryley Facility, ask questions and voice concerns. In recent years, Clean Harbors has also included a secured bus tour of the Ryley Facility, allowing the interested public to view the activities up close from a safe and secure perspective.

Following up from the Open House and Town Hall hosted in May 2018, Clean Harbors understands that Beaver County Council has expressed concern that communication and consultation has been focussed on the Village of Ryley and does not necessarily provide sufficient communication to the greater community of Beaver County. The Ryley Liaison Committee was developed as a means for communicating in alignment with administrative accountability, and in no way is intended to exclude any party. To enhance collaboration with interested stakeholders from Beaver County, Clean Harbors will extend an invitation for up to three delegates from Beaver County (including two members of Beaver County Council) to attend future Liaison Committee meetings. These meetings are held on a quarterly basis, however the next meeting has yet to be scheduled. Mr. Stan Yuha, Ryley Facility Operations Manager, will reach out to you and Beaver County Council when planning for the next meeting commences.

## 2.0 LIMITATIONS OF REPORT

This report and its contents are intended for the sole use of Clean Harbors Canada, Inc. and their agents. Tetra Tech Canada Inc. (operating as Tetra Tech) does not accept any responsibility for the accuracy of any of the data, the analysis, or the recommendations contained or referenced in the report when the report is used or relied upon by any Party other than Clean Harbors Canada, Inc., or for any Project other than the proposed development at the subject site. Any such unauthorized use of this report is at the sole risk of the user. Use of this document is subject to the Limitations on the Use of this Document attached in the Appendix or Contractual Terms and Conditions executed by both parties.

### 3.0 CLOSURE

We trust this letter meets your present requirements. If you have any questions or comments, please contact the undersigned.

Respectfully submitted,  
Tetra Tech Canada Inc. and Clean Harbors Canada, Inc.



Bryan Hensel, B.Sc., P.Biol., R.P.Bio.  
Ecologist, Project Manager  
Direct Line: 403.723.1516  
Bryan.Hensel@tetrattech.com



Michael Parker  
VP, Canadian Environmental Compliance  
Direct Line: 519.864.3836  
parker.michaele@cleanharbors.com

/lm

Attachment: Limitations on the use of this Document

# APPENDIX A

## LIMITATIONS ON THE USE OF THIS DOCUMENT

# LIMITATIONS ON USE OF THIS DOCUMENT

## GEOENVIRONMENTAL

### 1.1 USE OF DOCUMENT AND OWNERSHIP

This document pertains to a specific site, a specific development, and a specific scope of work. The document may include plans, drawings, profiles and other supporting documents that collectively constitute the document (the "Professional Document").

The Professional Document is intended for the sole use of TETRA TECH's Client (the "Client") as specifically identified in the TETRA TECH Services Agreement or other Contractual Agreement entered into with the Client (either of which is termed the "Contract" herein). TETRA TECH does not accept any responsibility for the accuracy of any of the data, analyses, recommendations or other contents of the Professional Document when it is used or relied upon by any party other than the Client, unless authorized in writing by TETRA TECH.

Any unauthorized use of the Professional Document is at the sole risk of the user. TETRA TECH accepts no responsibility whatsoever for any loss or damage where such loss or damage is alleged to be or, is in fact, caused by the unauthorized use of the Professional Document.

Where TETRA TECH has expressly authorized the use of the Professional Document by a third party (an "Authorized Party"), consideration for such authorization is the Authorized Party's acceptance of these Limitations on Use of this Document as well as any limitations on liability contained in the Contract with the Client (all of which is collectively termed the "Limitations on Liability"). The Authorized Party should carefully review both these Limitations on Use of this Document and the Contract prior to making any use of the Professional Document. Any use made of the Professional Document by an Authorized Party constitutes the Authorized Party's express acceptance of, and agreement to, the Limitations on Liability.

The Professional Document and any other form or type of data or documents generated by TETRA TECH during the performance of the work are TETRA TECH's professional work product and shall remain the copyright property of TETRA TECH.

The Professional Document is subject to copyright and shall not be reproduced either wholly or in part without the prior, written permission of TETRA TECH. Additional copies of the Document, if required, may be obtained upon request.

### 1.2 ALTERNATIVE DOCUMENT FORMAT

Where TETRA TECH submits electronic file and/or hard copy versions of the Professional Document or any drawings or other project-related documents and deliverables (collectively termed TETRA TECH's "Instruments of Professional Service"), only the signed and/or sealed versions shall be considered final. The original signed and/or sealed electronic file and/or hard copy version archived by TETRA TECH shall be deemed to be the original. TETRA TECH will archive a protected digital copy of the original signed and/or sealed version for a period of 10 years.

Both electronic file and/or hard copy versions of TETRA TECH's Instruments of Professional Service shall not, under any circumstances, be altered by any party except TETRA TECH. TETRA TECH's Instruments of Professional Service will be used only and exactly as submitted by TETRA TECH.

Electronic files submitted by TETRA TECH have been prepared and submitted using specific software and hardware systems. TETRA TECH makes no representation about the compatibility of these files with the Client's current or future software and hardware systems.

### 1.3 STANDARD OF CARE

Services performed by TETRA TECH for the Professional Document have been conducted in accordance with the Contract, in a manner

consistent with the level of skill ordinarily exercised by members of the profession currently practicing under similar conditions in the jurisdiction in which the services are provided. Professional judgment has been applied in developing the conclusions and/or recommendations provided in this Professional Document. No warranty or guarantee, express or implied, is made concerning the test results, comments, recommendations, or any other portion of the Professional Document.

If any error or omission is detected by the Client or an Authorized Party, the error or omission must be immediately brought to the attention of TETRA TECH.

### 1.4 DISCLOSURE OF INFORMATION BY CLIENT

The Client acknowledges that it has fully cooperated with TETRA TECH with respect to the provision of all available information on the past, present, and proposed conditions on the site, including historical information respecting the use of the site. The Client further acknowledges that in order for TETRA TECH to properly provide the services contracted for in the Contract, TETRA TECH has relied upon the Client with respect to both the full disclosure and accuracy of any such information.

### 1.5 INFORMATION PROVIDED TO TETRA TECH BY OTHERS

During the performance of the work and the preparation of this Professional Document, TETRA TECH may have relied on information provided by persons other than the Client.

While TETRA TECH endeavours to verify the accuracy of such information, TETRA TECH accepts no responsibility for the accuracy or the reliability of such information even where inaccurate or unreliable information impacts any recommendations, design or other deliverables and causes the Client or an Authorized Party loss or damage.

### 1.6 GENERAL LIMITATIONS OF DOCUMENT

This Professional Document is based solely on the conditions presented and the data available to TETRA TECH at the time the data were collected in the field or gathered from available databases.

The Client, and any Authorized Party, acknowledges that the Professional Document is based on limited data and that the conclusions, opinions, and recommendations contained in the Professional Document are the result of the application of professional judgment to such limited data.

The Professional Document is not applicable to any other sites, nor should it be relied upon for types of development other than those to which it refers. Any variation from the site conditions present, or variation in assumed conditions which might form the basis of design or recommendations as outlined in this report, at or on the development proposed as of the date of the Professional Document requires a supplementary investigation and assessment.

TETRA TECH is neither qualified to, nor is it making, any recommendations with respect to the purchase, sale, investment or development of the property, the decisions on which are the sole responsibility of the Client.

### 1.7 NOTIFICATION OF AUTHORITIES

In certain instances, the discovery of hazardous substances or conditions and materials may require that regulatory agencies and other persons be informed and the client agrees that notification to such bodies or persons as required may be done by TETRA TECH in its reasonably exercised discretion.