

MEMO

Date: June 10, 2015
For: Town of Washington, Door County, Wisconsin
By: Becher Hoppe Associates, Inc. (BH)
Subject: Regarding Landfill License # 2837 Closure and Long-Term Care

Purpose – Communications with Town Representatives

Town representatives have brought up many excellent questions about the landfill, and they are important to the Town's understanding and decision-making. We will answer any we can, to the best of our abilities. We are willing to have a group telephone discussion, if this would be helpful.

Please note, we are not legal experts and these opinions are based on the general and technical understanding of DNR codes and your site design and approvals. From DNR viewpoint, the Town is the Owner and responsible party for the facility, and the Town needs to care for and monitor the site into perpetuity.

Questions Asked and Brief BH Answers

1. What is the single best advantage for the town to close the cell? A landfill engineered and approved in Wisconsin under DNR rules must be closed with final cover at some time. The final cover will minimize moisture getting into the waste, so the groundwater is better protected. Reducing liquid in the waste reduces the risk of contaminated water (leachate) being produced and possibly being released or affecting groundwater quality.
2. What happens to the [Contingency Closure] Escrow and Long term care (LTC) funds? Do we still have to maintain funds after the cell is closed? After Final Closure, you usually do not need to deposit money into these DNR accounts any more. After the Final cover construction is complete, inspected, and properly documented in accordance with DNR requirements, DNR should approve the site closure (or ask for more changes if they deem necessary). After closure approval, the Town can request reimbursement for the actual closure costs from the Closure Escrow for those expenses. DNR will likely review the future needs for monitoring and LTC. They will probably require the Town to recalculate all projected costs at that time. DNR will expect the Town to maintain the LTC fund for about 40 years. DNR should authorize some annual withdrawals after

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the annual LTC work is completed and documented. More about Financial Responsibility and Fees is in Wis. Admin. Code NR 520.

3. Does the cell need to be inspected before actually dumping items into the space to begin closing? Referring to [BH Proposal 6/2/2015] Item #2 on page 1 "Since there has been no recent waste disposal, we will assist with communications with the Town staff and WDNR personnel."
Two DNR people verbally said by phone they do not need to inspect the site before you fill; this was not a written communication. However, any DNR Solid Waste Staff person can visit at any time, either announced or unannounced. We at BH recommend that at least our BH engineers or staff view the site or current photos to try to note if there is any evidence of erosion of the silty retarder berm or other possible small problems, which might become larger problems over time. Now, while the edge is accessible, improvements could be made easier, if needed, than later if waste would need to be moved to make future repairs. Also, if we obtain current survey measurements, we could help determine how much volume remains available to be filled, and mark some points to help keep waste within the authorized limits, so waste would not need to be moved after placement.
4. Will the town need to continue the ground water monitoring process - will this mean more monitoring - and for how long? Yes, the Town should expect to monitor the site for at least 5 years after final closure, and possibly 40 or more years. If exceedances of limits or increasing concentration trends in groundwater quality are noted, a review will be needed and more responses required. Sometimes it is just a need to replace an old well, or possibly install more wells if there is a concern. I heard the DNR is developing a guidance checklist for inspecting monitoring wells, so there might be more attention needed to check and maintain them. It is possible to request a change to a monitoring program, but that usually includes gathering significantly more data, before allowing a future program with fewer requirements.
5. What would be an advantage for the town to keep the cell open? This approved space is available for future or emergency use. Regular solid waste disposal is subject to DNR Fees of \$12.997 per ton buried at landfills. There are some exemptions from certain fees for disposal of waste resulting from a natural disaster if certain Wis. statutory criteria apply. At this point, I am not sure if this might benefit the Town if a bad situation would occur, or not.

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6. Currently the town is looking at approximately \$10,000 to cover Becher Hoppe services from start to finish for closing cell. Is this all? Sorry, we must clarify that the BH proposal (items 2 and 3) is based on estimated time and materials (range \$7,000 to 13,000) for the work through a Pre-construction submittal to WDNR. We did not estimate the “construction phase” work yet, which depends on many unknowns: how much area will be included, your Town procurement policies, whether the Town crew or a private contractor would be performing the work, if bidding documents and advertising process would be involved, time for observing, any testing, measurement of thicknesses and final dimensions, and reports. We always aim to work efficiently, but it is difficult to predict everything in the future. Possibly, it might come within that range, but likely it will be some more. [In the Town’s 2008 Closure Estimate, we included a possible \$7,500 figure for potential Closure construction phase documentation, based on 1996 efforts.]
7. Will monies be needed for future needs of the site? Yes. Long-term care will require some periodic monitoring, mowing of the grass surface, possibly replacements of some monitoring wells or equipment over time, repairing possible wash-outs of the surface, annual submittals, etc.

Answers by E. Fisher, PE, at Becher Hoppe. Feedback or clarifications may be added.

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June 2, 2015

Mr. James F. Hanson, Chairman
Ms. Valerie Carpenter, Clerk
Mr. Jonathan Mann, Public Works Director
Town of Washington
P.O. Box 220
Washington Island, WI 54246

Subject: Proposal / Agreement for Professional Services
Washington Island Landfill Site, License #2837

Dear Mr. Hanson, Ms. Carpenter, Mr. Mann, and Town Representatives:

We at Becher-Hoppe Associates, Inc., of Wausau, Wisconsin, (Consultant) have been honored to provide professional engineering, hydrogeological, and technical services for the Town of Washington (Client) related to the landfill site since its original design and approval in the 1970s. This proposal is intended to outline the anticipated upcoming professional service tasks, so records will be clearly identified and work is scheduled as needed.

SCOPE/DESCRIPTION

We will provide engineering, surveying, and related services for the Town's landfill and waste management operations. Recently we have discussed resumed filling of the licensed volume available and closing the landfill with final cover at the time it becomes full or when decided by the Town officials. We will continue the regular review of environmental monitoring data on the schedule approved by the Wisconsin Department of Natural Resources (WDNR). We will also provide the Town with necessary professional services associated with waste disposal operations and final cover construction and documentation in accordance with current regulations and site approvals.

BASIC SERVICES

Basic Services to be provided by Becher-Hoppe Associates, Inc. shall include the following:

1. **Monitoring Review** – The landfill site requires periodic environmental monitoring. We support the Town with semi-annual groundwater sampling events, quarterly soil probe data, compare results with applicable standards, and send environmental reports to WDNR. We estimate a range of possible costs for this, because our actual time required depends on the findings which are not known until results are determined (performed separately by a certified laboratory). We assist with communications when needed.
2. **Engineering Consulting** – Provide engineering, surveying, and consulting services related to filling solid waste within the lined cell and based on the approved Operation Plan. Since there has been no recent waste disposal, we will assist with communications with the Town staff and WDNR personnel. We will coordinate with parties as needed to help operations continue in accordance with NR 500 series Solid Waste Management Requirements, in a nuisance-free manner, and within the dimensions and conditions of approval issued by WDNR. This will include site visits when requested to obtain measurements and set survey control markers, and to help

improve features that may be warranted for environmental protection and long-term site stability. Survey and technical work will help to determine the remaining volume, so the Town has information for planning waste management and future site work. We will coordinate with the Town to efficiently schedule visits and support services, to most appropriately utilize available resources.

3. Closure Phase – Preparation of plans, exhibits and submittals based on NR 514 and 516 requirements for landfill capping services. This will include coordination with Town representatives to define closure dimensions and limits, schedule, and develop a pre-construction plan submittal to WDNR. This will also identify materials, details, and configuration planned, how grades and thicknesses of layers will be verified, and outline the plans for construction observation, measurement, and documentation.

ADDITIONAL SERVICES

We can provide Additional Services as may be required, and will provide a Proposal for such services upon request. Future services may include items related to preparing construction plans and specifications, material procurement, updating opinions of probable costs for closure and long-term care, requesting any plan modifications if warranted, checking well elevations, attending supplemental meetings, communications about town transfer or other waste and recycling facilities, and services required during construction and upon completion of final cover.

CLIENT RESPONSIBILITIES

The Client shall provide, or make available, all relevant information and data pertaining to this project to Becher-Hoppe Associates, Inc. The Client shall also provide access to all private and public property which is required for Becher-Hoppe Associates, Inc. to perform their services.

COMPENSATION

Compensation for our work will be based on our standard billing rates and expenses. Becher Hoppe's 2015 Rate Schedule is attached. Based upon our present knowledge and understanding of the scope of work, our opinion of the estimated time and cost to perform the basic services defined above:

1. Monitoring Review – BH services for this task are estimated between \$1,000 and \$2,600 per year. The Town contracts with the analytical laboratory separately.
2. Engineering Consulting – will depend on the actual time required to coordinate and to obtain technical data to support the Town's landfill operation. For the upcoming two years, we now estimate this task will be in the \$4,000 to \$9,000 range.
3. Closure Phase – The scope of a pre-construction submittal to WDNR will depend on how much of the site will be capped, materials proposed, who will participate, and if any other work for site modifications are needed. We have estimated \$3,000 to \$4,000 to initiate this phase of services for the facility. Upon further discussions and review, more detailed projections could then be made for the actual construction phase services to follow.



PROJECT PERSONNEL

The Project Manager will be Evelyn Fisher, PE, who may be reached at telephone 715-845-0435, fax 715-845-0435, or email at efisher@becherhoppe.com. If the Project Manager is unavailable, please call 715-845-8000. Your alternate contacts will be Randy Van Natta, PE, at rvannatta@becherhoppe.com, or Marijean Hoppe, PE, at mhoppe@becherhoppe.com.

STANDARD CONDITIONS

Included with the Proposal/Agreement are our Standard Agreement Provisions which are part of this Proposal/Agreement for professional services. Please review this document.

TIME FRAME

We will commence work on this Project immediately upon receipt of your accepted copy of this Proposal/Agreement. We anticipate completion of our work in a timely manner to meet the Town's schedule and state regulatory requirements.

ACCEPTANCE

If the terms of this Proposal/Agreement are acceptable, please sign two copies of this Proposal/Agreement. Return one signed copy to our office for our files, and as our authorization to begin work. This proposal is valid for 60 days.

We look forward to this opportunity to be of service.

Sincerely,

Randal W. Van Natta, PE
President
ELF/pmw

Sincerely,

Evelyn Fisher, PE
Project Manager

ACCEPTED BY:

Town of Washington, Door County, Wisconsin

Signature: _____

Title: _____

Date: _____



Becher-Hoppe Associates, Inc. Standard Agreement Provisions

1. Billings and Payments

Becher-Hoppe Associates, Inc. (Consultant) will provide Client with monthly invoices. Payment is due upon receipt. Amounts unpaid after 30 days will bear interest of 1.5% per month (18% annually) until paid.

2. Construction Phase Services

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

3. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this agreement.

4. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

5. Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

6. Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

7. Opinion of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

8. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

9. Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

10. Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

11. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies, (also known as hard copies) which are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.



BECHER-HOPPE ASSOCIATES, INC.

2015 Rate Schedule

<u>Classification</u>	<u>Hourly Rate</u>	<u>Per Diem</u>	<u>Rate</u>
Project Engineer III, PE	\$145	Meal-Breakfast	At IRS rate
Project Engineer II, PE	\$125	Meal-Lunch	At IRS rate
Project Engineer I, PE	\$105	Meal-Dinner	At IRS rate
Staff Engineer	\$90	Travel	At IRS rate
Engineer Intern	\$60	Lodging	At Cost
		<u>Field Equipment</u>	<u>Rate</u>
Project Architect III	\$120	GPS	\$40/Hour
Project Manager, Associate AIA	\$105	Nuclear Density Meter	\$140/Half Day
CAD Technician III	\$90	Robotic Total Station	\$20/Hour
CAD Technician II	\$80	<u>Supplies</u>	<u>Rate</u>
CAD Technician I	\$70	Irons	\$2/Each
		Wood Lath	\$.35/Each
Project Representative III	\$105	Postage	At Cost
Project Representative II	\$90	Printing Materials	At Cost
Project Representative I	\$80	<u>Other</u>	<u>Rate</u>
Survey Supervisor, PLS	\$110	Plan Approval Fees	At Cost
Land Surveyor, PLS	\$85	Sub Consultant's Fee X	1.03
Survey Technician	\$60	Expert Witness Rate X	2.00
Real Estate Specialist II	\$110	Overtime Rate X	1.25
Grant Administrator	\$105		
Public Works Consultant	\$85		
Technical Assistant	\$70		
Administrative	\$60		

Updated 03-23-15

The rates set forth above may be adjusted to reflect any change in personnel and to reflect the results of the firm's annual salary and reimbursable expenses review practices.