

Region 2000 Services Authority

Location

Haberer Bldg. 47 Courthouse Lane Rustburg, VA 24588

Date | Time

September 27, 2017 2:00 p.m.

<u>AGENDA</u>

1.	Welcome	Frank Rogers, Chair
2.	Public Comment	Frank Rogers, Chair
3.	Approval of May 24 & June 8 Meeting Minutes	Frank Rogers, Chair
4.	Review of Financials for FY 17 and Preliminary Financial	
	(Attached) i. Resolution on VACORP Insurance (Attached)	Kosane Wajerus
5.	FY 17 Excess Revenue Appropriation	Rosalie Majerus
	Property Value Protection Plan	Frank Rogers, Chair
7.	Consideration of a request from Roanoke Regional Landfitons per day of solid waste for a 1-2 month period while th	ey undergo road renovations
8.	Consideration of moving forward with the installation of a in Phase 3 area	
9.	 Director's Report	

9. Appointment of Gary Christie as the Freedom of Information Act Officer for the Authority

10. Closed session for Services Authority Director's annual performance feedback and review (separate agenda packet)

Motion to Convene Closed Session:

I move that the Authority go into closed session in accordance with the Section 2.2-3711(a)(3), Code of Virginia, to discuss the annual evaluation of the Region 2000 Services Authority's Director.

Motion to Return to Open Session:

I move that the Authority return to open session pursuant to Section 2.2-3712.D and certify that only those business matters lawfully identified in the motion to go into closed session and exempt from the open meeting requirements of the Freedom of Information Act were heard, discussed or considered in a closed session.

11. Adjourn - Next meeting: November 29, 2 p.m. Haberer Building, Rustburg



Location

Haberer Bldg. 47 Courthouse Lane Rustburg, VA 24588 **Date | Time** September 27, 2017 2:00 p.m.

Executive Summary

AGENDA

1.	Welcome Frank Rogers, Chair
2.	Public Comment Frank Rogers, Chair
3.	Approval of May 24 & June 8 Meeting Minutes Frank Rogers, Chair
4.	Review of Financials for FY 17 and Preliminary Financials through August, 2017 Rosalie Majerus
	(Attached)i. Resolution on VACORP Insurance(Attached)
5.	 FY 17 Excess Revenue Appropriation
6.	Property Value Protection Plan
	 Highlights include: 1. Covers properties within one mile of the working trench of the landfill 2. Is only available for properties owned/purchased prior to July 1, 2012 3. Requires that the property must be residential in nature – not income generating 4. Applies only to properties that are owner occupied 5. Applies only once per parcel 6. Is not transferrable (example: parents may not pass the program to children) 7. Provides up to \$20,000 to seller if the property is sold below the most recent County assessed value 8. Is subject to available funds of the Authority 9. Would be open for a period not to exceed 3 years from the date of adoption 10. Region 2000 Services Authority will maintain a database to track eligible properties/participation



Staff estimates that there are about 220 residences that may be eligible for the program within the one mile radius. Staff also suggests that any funding for the initial year of the program come from the Operation and Maintenance Reserve.

BCS Engineers (SCS) has submitted the attached proposal in the amount of \$268,392.00 for implementation of the next component of the Livestock Road Phase III Landfill Gas Collection and Control System Design/Build Expansion Project. The proposal is structured as an amendment to SCS' PPEA Comprehensive Agreement with the Authority for design, construction, and operation of a landfill gas collection and control system, dated 4/27/16.

Eight gas collection wells will be installed, (EW 10, 11, 12, 13, 13, 16, 18 and 22). The work is expected to be completed by the end of November, 2017.

This project is considered part of the Phase III partial closure project that will be bid in spring 2018, thus existing closure funds will be used to fund this project.

Recommended Action: Staff recommends the Region 2000 Services Authority approve the proposal and authorize the Services Authority Director to execute the contract.

- 9. Director's Report..... Clarke Gibson
 - a) Update on problems with the Concord Turnpike Landfill Gas Collection System

We have received a warning letter from the Virginia Department of Environmental Quality after reporting the latest landfill gas monitoring probe sampling event results. Several perimeter gas monitoring probes are in excess of methane level permit limits. These wells are impacted by the "old, unlined" landfill that was closed long before the Authority began regional operations at the site. The landfill gas extraction system which serves this "old" landfill as well as the recently closed Authority landfill at the site is not functioning properly.

The landfill gas collection system is owned and operated by Virginia LandGAS (LandGas Technology of Chicago) under a contract the Authority assumed from the City of Lynchburg when regional operations began. Virginia LandGAS sells some of the landfill gas to RockTenn for fuel. The contract requires Virginia LandGAS to operate and maintain the gas extraction system so that the permit holder (the Authority) complies with its solid waste permit requirements. Continued excesses of methane levels in the gas monitoring probes will likely result in the

Authority receiving a DEQ Notice of Violation which leads to a consent order to fix the problem.

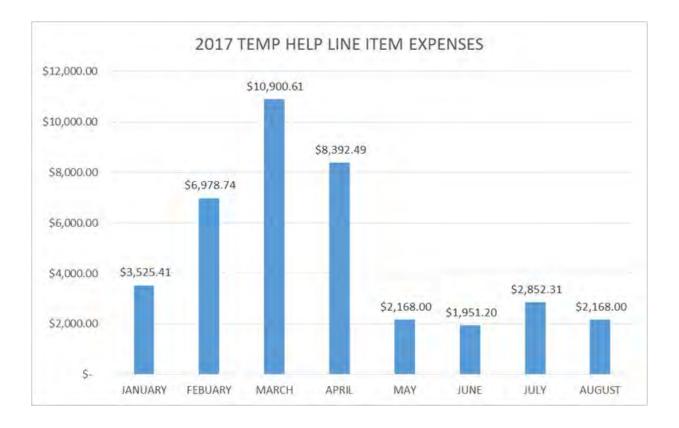
DEQ holds the Authority responsible because we hold the landfill permit.

Staff has asked Bill Hefty to contact Virginia LandGAS and to discuss with them their contractual responsibilities to repair and maintain the collection system.

- b) Update on transition from Phase 3 to Phase 4 cells
- c) Update on the use of temporary help
- d) Tonnage Report (Attached)
- e) Update on the use of Temporary Help

In May, 2017, staff began using inmate labor provided through the regional jail system "trustee program" in an effort to reduce expenditures in the "temporary help" line item. As you can see in the chart below, expenses in this line item were particularly high during the winter and early spring months due to employing temporary labor through Manpower to assist in picking up blown litter, a DEQ permit requirement. The chart shows that expenses have been reduced in this line item.

We will continue to employ temporary labor for grounds maintenance, i.e., mowing and weed eating activities, etc. The Region 2000 Services Authority Board approved \$30,000 in the FY 2018 budget "temporary help" line item. The May – August expenses shown in the chart are for temporary labor staff continues to use for mowing, weed eating, grounds maintenance activities.



- e) Tonnage Report (Attached)
- 10. Appointment of Gary Christie as the Freedom of Information Act Officer for the Authority
- 11. Closed Session for Services Authority Director's annual performance feedback and review (separate agenda packet)
- 12. Next meeting: November 29, 2 p.m. Haberer Building, Rustburg



Region 2000 Services Authority

Location

Haberer Bldg. 47 Courthouse Lane Rustburg, VA 24588

Date | Time

May 24, 2017 2:00 p.m.

Draft Minutes

Board Members Present

Susan Adams	Appomattox County
Domine of freek	City of Lynchourg

Others

Robert Arthur	
Emmie Boley	
Gary Christie	
Susan Cook	
Seth Cunningham	
Clarke Gibson	
Larry Hall	
Gaynelle Hart	City of Lynchburg
Brendan Hefty	
Lynn Klappich	Draper Aden
Rosalie Majerus	Region 2000
Candy McGarry	Nelson County
Alice Rockefeller	Appomattox County
Alyssa Smith	
Felicia West	
	C

1. Welcome

Frank Rogers welcomed everyone and called the meeting to order at 2:00 p.m.

2. Approval of March 22, 2017 Minutes

Steve Carter made the motion, seconded by Bonnie Svrcek, to approve the minutes of March 22, 2017 as presented. The motion was approved unanimously.

3. Public Comment

Jon Hardie spoke, expressing regret that the citizens were not allowed to have representation on the board. However, he expressed appreciation for the installation of the landfill gas collection control system. He also stated that the citizens expect the landfill to be operated at a level that does not impact their quality of life. Mr. Hardie hoped that a plan for property value protection would be presented at this meeting. He is also looking forward to hearing about the plan for waste management beyond 2030.

Rick McGee spoke on the proposal by Hyland Heights to use the Bennett property for youth and outdoor ministry.

4. Public Comment on Rate Increase

Clarke Gibson summarized the rate change in the FY18 proposed budget. There is an increase in the current commercial rate of \$1.50 per ton, which brings it up to \$40.25 per ton.

The public hearing was opened at 2:10 p.m. There were no comments from the floor, and the public hearing was closed at 2:12 p.m.

A motion was made by Bonnie Svrcek to approve the rate increase. The motion was seconded by Frank Rogers. Vote was as follows:

Steve Carter – Aye Bonnie Svrcek – Aye Frank Rogers – Aye Susan Adams – Nay

The motion carried.

5. Financial Review and Consideration of the 2017-2018 Budget

Rosalie Majerus reviewed financials and the proposed 2017-2018 budget.

Susan Adams suggested that going forward the Authority receive three to five years of budget history.

Frank Rogers asked that there be a dedicated work session to go over the budget going forward.

Bonnie Svrcek made the motion to approve the budget, with a second by Frank Rogers. The vote follows:

Bonnie Svrcek – Aye Frank Rogers – Aye Susan Adams – Nay Steve Carter - Abstain

The motion was not approved.

The decision was made to continue the meeting at a later date, after staff provides a three year history and summary of any anomalies that would be helpful.

6. Property Value Protection Program Update

Frank Rogers reported that the Authority had discussed, and was not interested in adopting a program based on appraised value. They had received some proposals from the citizen's group and had some preliminary discussion concerning those. A concurrence of the majority of the Authority agreed to consider a program based on assessed value. Mr. Rogers and Susan Adams have developed a program based on assessed value, and the program, as proposed, would include the following elements:

- 1) Would include properties within one mile of the working trench of the landfill
- 2) Would only be available for properties owned or purchased prior to 2012
- 3) Requires that the property must be residential in nature not income-generating
- 4) Applies only to properties that are owner occupied
- 5) Applies only once per parcel
- 6) Is not transferrable
- 7) Provides up to \$20,000.00 to seller if the property is sold below the most recent county assessed value
- 8) Is subject to available funds of the Authority
- 9) Would be open for a period not to exceed three years from date of adoption
- 10) Region 2000 Services Authority will maintain a database to track eligible properties/participation

Mr. Rogers stated that he would like to have discussion on this plan today and ask for a vote to endorse the conceptual design, and direct staff to fully vet it and bring it back to the next meeting for final adoption.

Steve Carter asked if Campbell County had purchased any vacant properties that would pertain to this plan. Clif Tweedy replied that three or four lots in the Poplar Ridge subdivision had been purchased as a buffer.

Susan Adams made the motion to endorse the conceptual design and direct staff to finalize for a formal vote of adoption at the next meeting. This would allow time for the citizens to review. The motion was seconded by Bonnie Svrcek. The vote followed:

Susan Adams – Aye Bonnie Svrcek – Aye Frank Rogers – Aye Steve Carter – Nay

The motion was approved.

7. Use of the Bennett Property by Hyland Heights Baptist Church

Clarke Gibson explained that he had previously presented a request from Hyland Heights Baptist Church to utilize the Bennett Property for their youth ministry. The church was asked to inform the citizens group of their proposed use of this property. A letter was received from Jon Hardy, President of the Concerned Citizens group, supporting their mission. Mr. Gibson stated that over the next several weeks he would be meeting with the church again to iron out some of the details. They have submitted a proposal, and this proposal will be discussed with legal counsel. Steve Carter added that an agreement with the church for the use of the property needed to include a termination point.

Bonnie Svrcek suggested this item be added to their work session, so the church would not have to wait until the next meeting for a decision.

A report will be presented at the July meeting for discussion and possible action.

8. Director's Report

- 1) Tonnage Report Tonnage is tracking a little lower than expected, and adjustments have been made in the FY18 budget.
- 2) Mr. Gibson explained that at a previous meeting the Authority had approved offering the Willow Lake residents a \$2,000.00 contribution to assist with some expenses in dredging the forebay of their lake. This offer has not been accepted as yet by the Willow Lake residents. He will continue to keep the dialog open with them.
- 3) Operations Mr. Gibson reported that during the winter months they were operating on the eastern side of the landfill, and they have reached near capacity at that end. At that time they will be transitioning into Phase IV.
- 4) In regard to the visual buffering at a private property, suggested at the last meeting, Mr. Gibson explained that staff has visited the property, and the only practical way to screen the landfill area would be to plant trees on that particular piece of property.
- 9. Other Business There was none.

10. Election of Officers

Gary Christie explained that the Services Authority officers are elected every year, but typically remain in office for two years.

The motion was made by Steve Carter to keep the current slate of officers for another year. The motion was seconded by Susan Adams and was unanimously approved. The officers elected for FY 2018 are:

Chair – Frank Rogers Vice-Chair – Bonnie Svrcek Treasurer – Susan Adams Secretary – Gary Christie

11. Break

The Authority stopped for a short break before a presentation by Draper Aden and Burns & McDonnell.

12. Presentation by Draper Aden and Burns & McDonnell on reports coming from the Solid Waste Management Working Group and Greenfield Landfill cost estimate

Seth Cunningham and Lynn Klappich gave a presentation from the Solid Waste Management Working Group. This presentation can be found at:

http://www.solidwastemanagement2030.org/uploads/4/4/7/9/44790795/region2000boardmtg-052417.pdf

13. Adjournment

A motion was made by Steve Carter, and seconded by Bonnie Svrcek, to continue the meeting on Thursday, June 8, at 10:30 a.m. in the Haberer Building. The motion carried unanimously.

5



Region 2000 Services Authority

Location

Haberer Bldg. 47 Courthouse Lane Rustburg, VA 24588

Date | Time

June 8, 2017 10:30 a.m.

Draft Minutes

Continued from May 24, 2017

Board Members Present

Susan Adams	Appomattox County
Steve Carter	
Frank Rogers, Chair	· · · · · · · · · · · · · · · · · · ·
Bonnie Svrcek	1 1
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Others

Robert Arthur	
Emmie Boley	
Gary Christie	
Clarke Gibson	
Larry Hall	
Brendan Hefty	
Rosalie Majerus	
Candy McGarry	
Clif Tweedy	
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1. Welcome

Chairman Frank Rogers welcomed the Authority and guests and reminded that this is a continuation of the May 24 meeting.

2. Discussion on FY 18 Budget

He invited staff to begin the review and discussion.

Rosalie noted that tonnage typically tracks with the economy and that tonnage has been down with many of our market rate customers. The Authority discussed whether to lower the tonnage projection now or make adjustments during the year.

Clarke noted three major tonnage adjustments over the years. Adjustments were made in 2008 when the Authority first opened and in 2013. Rosalie suggested that if we do lower the tonnage budget, then we would be out of balance by around \$200,000. She suggested delaying the

payment on the internal loan fund for 2017 and reducing the amount set aside for closure/post closure of the Livestock road landfill.

Susan noted that the budget was presented in April without the lower projections. Bonnie suggested that we lower the budget projections now to reflect the best available information.

Rosalie reported that staff has gone through the budget and identified areas where they were comfortable lowering expenditures. Steve asked why overtime was increased. Clarke said it was needed even though we are now using inmates to help with litter pickup. Steve noted that the telephone expenditures look high.

Susan submitted a list of questions which staff addressed:

- 1. The Authority discussed the operator advancement increase and was reminded that the increases were based on a formula of experience, education and ability and importance of the work to the Authority. Clarke reported that a detailed matrix of experience, years of service, equipment capability, and other factors were used to rank employees empirically as best as possible.
- 2. Staff reported that the \$6,000 line item for merit increases has been set aside for any increases made by the Executive Director. It is a residual from FY 16 when Robert Arthur received an increase for taking on additional duties.
- 3. Staff listed several contracts that cover employee services:
 - a. ADP Payroll Processing
 - b. Employee Assistance Program
 - c. Flexible Spending Account
 - d. COBRA Administration
- 3. Clarke reported that overtime is usually scheduled and approved in advance. There are occasions when overtime is authorized as needed in situations when an employee is not able to work a particular shift due to illness.
- 5. Staff reported that the following LGC employees bill time to the Services Authority administrative line item:
 - a. Emmie Boley
 - b. Rosalie Majerus
 - c. Gary Christie
 - d. Susan Cook

Staff explained that we keep track of time spent on Services Authority work using internal timesheets and the Authority is billed only actual time spent. Gary noted that for the past three years the LGC did not bill the Services Authority the full amount budgeted. Rosalie noted that the LGC would not bill over the actual amount budgeted even if our staff time ran over the budget.

Susan suggested that a financial report of all expenditures be presented to the authority members. Steve agreed that the expenditure lists should be available to all authority members. Steve noted his appreciation of Clarke's management of the program. He noted that financial oversight is important and recognizes that staff is monitoring the finances.

Upon a motion by Bonnie, seconded by Steve, the budget of \$7,011,669 for FY 18 was unanimously approved. Frank suggested that a work session be built into each year's budget process.

3. Request from the Hyland Heights Baptist Church to use the Bennett Property

Brendan Hefty advised the Authority that they could enter into an agreement with the Hyland Heights church if they chose to. Brendan has received a copy of the lease that the church had with Boxley Quarry and noted it had these provisions:

- 1. 1 year renewable
- 2. 60 day termination by either party
- 3. Indemnification and a \$1 million certificate of insurance

Brendan reminded that Authority that the indemnification and insurance certificate would certainly help but it may not completely cover the Authority's exposure, especially if shooting and use of ATV vehicles were involved.

Clarke reported that the Church had put storage buildings on the Boxley property and would likely need similar buildings on the Bennett property.

Steve asked what the primary activity on the site is. Staff responded:

- 1. Hunting
- 2. Fishing
- 3. Archery
- 4. Shooting
- 5. Outdoor events
- 6. ATV operation

Gary suggested that we demarcate an area with a property sketch including a buffer to clarify what portion of the Bennett property would be involved.

Frank suggested that the notice of withdrawal be after 30 days instead of 60 days and encouraged the Authority to try to work with the Church.

Steve voiced concerns over liability and noise.

Frank made a motion, seconded by Bonnie, that the Authority authorize the Services Authority Director to work with legal counsel to develop a lease subject to the 30 day notice terms. The motion failed with Frank and Bonnie voting for and Steve and Susan voting no.

4. Next meeting: July 28

Gary noted that we will discuss the property value protection plan at the next meeting in addition to regular agenda items.

Region 2000 Services Authority FY 2017 Year End and FY 2018 Actuals As of 8/31/2017

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FY 18 Financial Update through August 2017

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Region 2000 Services Authority

FY 2017 Disposal Fee Revenue-through 6/30/2017

Schedule 1

	FY2017 Rates \$28.75/\$38.75			FY2018 Approved Rates \$30.25/\$40.25			
	(A)	(B)	(C)	(D)			
Tonnage	FY 17 Budget	Actuals Through 6/30/2017	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 18 Approved Budget		
Tonnage From Member Jurisdictions					and the second		
Lynchburg	38,747	36,069	2,678	6.91%	36,138		
Campbell	20,222	21,943	(1,721)	-8.51%	21,967		
Nelson	8,804	10,139	(1,335)	-15.17%	10,073		
Appomattox	5,280	5,372	(92)	-1.75%	5,423		
Subtotal Member Jurisdictions	73,052	73,523	(471)	-0.64%	73,601		
Market Rate Tonnage	132,294	118,256	14,038	10.61%	118,888		
Subtotal Contract and Market Rate	132,294	118,256	14,038	10.61%	118,888		
Subtotal Revenue Generating Tonnage	205,346	191,779	13,567	6.61%	192,489		
Other Tonnage at No Charge (inert/brush/slag)	13,119	11,331	1,788	13.63%	11,189		
Total Tonnage	218,465	203,110	15,355	7.03%	203,677		

Disposal Fee Revenue	FY 17 Budget	Actuals Through 6/30/2017	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 18 Approved Budget
From Member Jurisdictions	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	and the second			
Lynchburg	\$ 1,113,971	\$ 1,037,139	\$ 76,831	6.90%	\$ 1,093,162
Campbell	\$ 581,374	\$ 632,027	\$ (50,653)	-8.71%	\$ 664,515
Nelson	\$ 253,109	\$ 291,500	\$ (38,391)	-15.17%	\$ 304,721
Appomattox	\$ 151,800	\$ 154,443	\$ (2,643)	-1.74%	\$ 164,031
Subtotal Member Jurisdictions	\$ 2,100,254	\$ 2,115,109	\$ (14,855)	-0.71%	\$ 2,226,429
Market Rate Tonnage	\$ 5,126,393	\$ 4,582,148	\$ 544,244	10.62%	\$ 4,785,240
Subtotal Contract and Market Rate	\$ 5,126,393	\$ 4,582,148		10.62%	\$ 4,785,240
Total	\$ 7,226,646	\$ 6,697,257	\$ 529,389	7.33%	\$ 7,011,669

Per Ton Disposal Fees		FY 17 Budget		YTD Average Through 6/30/2017		Budget Amount emaining (A - B)	% Difference (C / A)	FY 18 Approved Budget	
Member Disposal Fee	\$	28.750	\$	28.768	\$	(0.018)	-0.06%	\$	30.250
Cost of Service (COS) Tipping Fee	\$	28.750	\$	30.682	\$	(1.932)	-6.72%	\$	30.250
Market Rate	\$	38.750	\$	38.748	\$	0.002	0.01%	\$	40.250

Schedule 1 Page 1 of 1

Region 2000 Services Authority FY 2017 Expenses - through 6/30/2017 SUMMARY - Schedule 2

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FY2017 Rates \$28.75/\$38.75

FY2018 Approved Rates \$30.25/\$40.25

	1	A)	_	(B)	_	(C)	(D)			
Expenses	FY 17	Budget		Actuals Through 5/30/2017		Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	,	FY 18 Approved Budget	% Change FY17 to FY18 Budget
Personnel (Schedule 3)	\$.	1,511,987	\$	1,419,579	\$	92,408	C 40/	-		
Landfill O & M (Schedule 4)		1,399,020	\$	1,524,150	-		6.1%	\$	1,588,809	5.08%
Landfill Equipment Replacement Reserve	s	366,160	\$			(125,130)	-8.9%	\$	1,388,895	-0.72%
Closure and Post-Closure Reserve	e		+	366,160			0.0%	\$	450,000	22.90%
Environmental Remediation	0	649,511	\$	649,511			0.0%	\$	600,237	-7.59%
Future Disposal Planning Reserve	3	50,000	\$	50,000	\$		0.0%	\$		-100.00%
O & M Reserve	5	50,000	\$	50,000	\$		0.0%	\$	40,000	-20.00%
Property Value Protection Plan Reserve	\$	•	\$		\$		0.0%	\$		
	\$		\$		\$		0.0%	\$		0.00%
Annual Debt Service -2011 Bond Debt		852,130	\$	852,128	\$	2	0.0%	\$	050.040	0.00%
2015 Bond Debt		1,111,235	\$	1,111,197	_	38	0.0%	-	852,610	0.06%
Internal Loan	\$	109,409	\$	109,409				\$	1,111,664	0.04%
Annual Debt Service Subtotal	\$ 3	2,072,774	\$	2,072,734			0.0%	\$		-100.00%
Operating Expenses	-	099,452	\$			40	0.0%	\$	1,964,275	-5.23%
Reimbursable Personnel Costs (Schedule 5)	e 0,0			6,132,134	\$	(32,683)	-0.5%	\$	6,032,215	-1.10%
Reimbursable O & M Costs (Schedule 5)	2	(113,752)		(99,137)	\$	(14,615)	12.8%	\$	(115,627)	1.65%
Late Fee, Recycling & Int Income	\$	(71,000)	\$	(125,236)	\$	54,236	-76.4%	\$	(72,820)	
and red, nedyching a municome	\$	(11,000)	\$	(23,557)	\$	12,557	-114.2%	s	(21,000)	

Net Cost of Service Operating Expense Total	\$ 5,903,700 \$ 5,884,204 \$ 19,4	96 0.3%	\$ 5,822,768	-1.37%
				1101 /0

Airspace Reserve	FY 17 Budget	Actuals Through 6/30/2017	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 18 Approved Budget	% Change FY17 to FY18 Budget
Lynchburg (Split is 30.6%)	\$ 404,821					
Campbell (Split is 69.4%)		\$ 291,861		28%	\$ 363,801	40 420
Airspace Reserve Subtotal	\$ 918,123	\$ 661,932	\$ 256,191	28%		10.107
	\$ 1,322,944	\$ 953,793			\$ 825,091	-10.13%
O & M Reserve Contribution	\$ 3	\$ (140,739)		28%	\$ 1,188,893	-10.139

Fotal Expenses	15	7,226,647	\$ 6,697,257	\$ 529,390	7%	\$ 7,011,669	-2.97%
Total Revenue Generating Tonnage		205,346	 404 770	 			
Disposal Cost per Ton	\$	28.750	\$ 191,779 30.682	\$ 13,567 (1.932)	6.6% -6.7%	\$ 192,489 30,250	-6.26% 5.22%

Region 2000 Services Authority

FY 2018 Disposal Fee Revenue-through 8/31/2017

Schedule 1

FY2018 Rates \$30.25/\$40.25

	(A)	(B)	(C)	(D)
Tonnage	Approved FY 18 Budget	Actuals Through 8/31/2017	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
Tonnage From Member Jurisdictions				
Lynchburg	36,138	5,640	30,497	84.39%
Campbell	21,967	3,536	18,432	83.90%
Nelson	10,073	1,788	8,286	82.25%
Appomattox	5,423	928	4,495	82.89%
Subtotal Member Jurisdictions	73,601	11,891	61,710	83.84%
Market Rate Tonnage	118,888	20,372	98,516	82.86%
Subtotal Contract and Market Rate	118,888	20,372	98,516	82.86%
Subtotal Revenue Generating Tonnage	192,489	32,263	160,226	83.24%
Other Tonnage at No Charge (inert/brush/slag)	11,189	2,006	9,183	82.07%
Total Tonnage	203,677	34,269	169,408	83.17%

Disposal Fee Revenue	Approved FY 18 Budget		Actuals Through 8/31/2017	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
From Member Jurisdictions					
Lynchburg	\$ 1,093,162	\$	170,620	\$ 922,542	84.39%
Campbell	\$ 664,515	\$	107,059	\$ 557,456	83.89%
Nelson	\$ 304,721	\$	54,074	\$ 250,646	82.25%
Appomattox	\$ 164,031	\$	28,059	\$ 135,972	82.89%
Subtotal Member Jurisdictions	\$ 2,226,429	\$	359,813	\$ 1,866,616	83.84%
Market Rate Tonnage	\$ 4,785,240	-	819,926	\$ 3,965,314	82.87%
Subtotal Contract and Market Rate	\$ 4,785,240	\$	819,926	\$ 3,965,314	82.87%
Total	\$ 7,011,669	\$	1,179,739	\$ 5,831,931	83.17%

Per Ton Disposal Fees	Approved FY 18 Budget	TD Average Through 8/31/2017	Re	Budget Amount emaining (A - B)	% Difference (C / A)
Member Disposal Fee	\$ 30.250	\$ 30.259	\$	(0.009)	-0.03%
Cost of Service (COS) Tipping Fee	\$ 30.250	\$ 32.357	\$	(2.107)	-6.96%
Market Rate	\$ 40.250	\$ 40.247	\$	0.003	0.01%

Schedule 1 Page 1 of 1 9/14/2017 11:24 AM U:\Admin\Emmie\Services Authority\Financial & other info budget related etc\FY 2018 Reports\Board Meetings\Sept 27 2017\Budget to Actual Working -fy 18 prep 170927.xlsx

Region 2000 Services Authority FY 2018 Expenses - through 8/31/2017 SUMMARY - Schedule 2

FY2018 Rates \$30.25/\$40.25

	_	(A)	_	(B)		(C)	(D)
Expenses		Approved 18 Budget		Actuals Through 8/31/2017	1	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
Personnel (Schedule 3)	\$	1,588,809	\$	272,465	\$	1,316,344	82.9%
Landfill O & M (Schedule 4)	\$	1,388,895	\$	283,064	\$	1,105,831	79.6%
Landfill Equipment Replacement Reserve	\$	450,000	\$	75,000	\$	375,000	83.3%
Closure and Post-Closure Reserve	\$	600,237	\$	100,040	\$	500,198	83.3%
Environmental Remediation	\$		\$		\$		
Future Disposal Planning Reserve	\$	40.000	\$	6,667	\$	-	0.0%
O & M Reserve	\$	10,000	\$	0,007	-	33,333	83.3%
Property Value Protection Plan Reserve	\$	-	\$		\$		0.0%
Annual Debt Service -2011 Bond Debt		852,610		444.050	\$	-	0.0%
2015 Bond Debt			-	141,956	\$	710,654	83.4%
Internal Loan		1,111,664	\$	185,199	\$	926,465	83.3%
Annual Debt Service Subtotal	-		\$		\$		0.0%
	\$		\$	327,155	\$	1,637,119	83.3%
Operating Expenses	\$	6,032,215	\$	1,064,390	\$	4,967,825	82.4%
Reimbursable Personnel Costs (Schedule 5)	\$	(115,627)	\$	(16,027)	\$	(99,600)	86.1%
Reimbursable O & M Costs (Schedule 5)	\$	(72,820)	\$	24.5	5	(72,820)	100.0%
Late Fee, Recycling & Int Income	\$	(21,000)	\$	(4,429)	5	(16,571)	78.9%

Net Cost of Service Operating Expense Total

\$ 5,822,768 \$ 1,043,935 \$ 4,778,834 82

82.1%

Airspace Reserve	Approved FY 18 Budget	Actuals Through 8/31/2017	1	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
Lynchburg (Split is 30.6%)	\$ 363,801	\$ 49,189	\$	314,612	86%
Campbell (Split is 69.4%) Airspace Reserve Subtotal	\$ 825,092	\$ 111,560		713,532	86%
O & M Reserve Contribution	\$ 1,188,893	\$ 160,749	\$	1,028,144	86%
	\$ 8	\$ (24,945)	\$	24,953	

Total Expenses	 \$	7,011,669	\$ 1,179,7	39 \$	5,831,931	83%	

Total Revenue Concrating Tennant					
Total Revenue Generating Tonnage		192,489	32,263	160.226	83.2%
Disposal Cost per Ton	•	30.250 \$	20.057 .		
		30.230 p	32.357 \$	(2.107)	-7.0%

Personnel Schedule 3

			(A)		(B)		(C)	(D)
	Account	F	Approved Y 18 Budge	t	Actuals Through 8/31/2017		Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
	Solid Waste Staff	-						
	Total Salaries	\$	996,389	\$	158,204	\$	838,185	84.1%
42240	Employee Benefits VRS-Retirement (6.49% ER + VLDP)	\$	70,544	\$	10,362	\$	60,182	85%
42220	VRS Life Insurance (1.31%)	\$	13,053		2,041		11,012	84%
	Employer Cost-Health Insurance (+6% FY18 Est)	\$	195,100		29,706		165,395	85%
42700		\$	33,000	\$	35,702		(2,702)	-8%
42100	Employer Cost-FICA	\$	78,519	\$	11,859	\$	66,660	85%
42600	Unemployment Insurance	\$	8,000	\$		\$	8,000	100%
	Employee Benefits Subtotal	\$	398,216	\$	89,670	\$	308,546	77.5%
	Overtime							
41200	Salaries and Wages - Overtime	\$	30,000	\$	4,431	\$	25,569	85%
	Total Personnel Costs-Services Authority Staff	\$	1,424,605	\$	252,305	\$	1,172,299	82.3%
						1		
_	Local Government Council Staff	-		-				
43131	Prof Services-LGC-Salaries	\$	68,063	\$	9,813	\$	58,250	85.6%
43132	Prof Services-LGC-Benefits	\$	39,211			\$	33,962	86.6%
43133	Prof Services-LGC Overhead	\$	56,930	\$	5,097	\$	51,833	91.0%
	Total Personnel Costs-Region 2000 Staff	\$	164,204	\$	20,160	\$	144,044	87.7%
-	Total Personnel Costs	\$	1,588,809	\$	272,465	\$	1,316,344	82.9%

Landfill Operating and Maintenance Expenses Schedule 4

-	<u>,</u>	- 1 -	(A)		(B)		(C)	(D)
Account	Dperations and Maintenance Cost Type		Approved Y 18 Budge	+ T	Actuals hrough 31/2017		Budget Amount Remaining (A - B)	Budget 9 Remainin (C / A)
	Contractual Services	-				1		
43166	Software support-Paradigm	\$	7,000		6,493			7%
43321	Communications M&R Service/Radio	\$	13,000	\$	12,897	\$	103	1%
43313	Building M & R Services	\$	6,000	\$	967	\$	5,033	84%
43171	Site Maintenance-Lynchburg	\$	· · · · · · · · ·	\$		\$	•	0%
43172	Site Maintenance-Campbell	\$	35,000	\$	7,076	5	27,924	80%
43170	Sedimentation Basin Cleaning			\$	1	\$	ra	0%
43169	Janitorial Services	\$	7,800	\$	1,300	\$	6,500	83%
43110	Med/Dental/Pharm/Lab Services	\$		\$	-	\$		0%
43150	Legal Services	\$	30,000	\$	5,000		25,000	83%
43120	Accounting and auditing service	\$	9,000	\$	×.	\$	9,000	100%
	Engineering/Monitoring Services-Lynchburg	\$		\$	••••	\$		0%
	Engineering/Monitoring Services-Campbell	\$	75,000	\$		\$	75,000	100%
43141	Professional Consulting Service	\$	•	\$		\$		0%
43160	Environmental Lab Services-Lynchburg	\$		\$	1.0	\$		0%
43160a	Environmental Lab Services-Campbell	\$	11,000	\$	798		10,202	93%
	Temporary Help Service Fees	\$	30,000	\$	4,478		25,522	85%
	Advertising	\$	6,000	\$		\$	6,000	100%
	Software Purchases-Other	\$	3,000	\$	•	\$	3,000	100%
	Pest Control services	\$	1,000	\$	160	\$	840	84%
	Investigative Services	\$	100	\$		\$	100	100%
	Uniform Rental Services	\$	15,000	\$	3,998	\$	11,002	73%
	Tire Shredding Services	\$	5,000	S		\$	5,000	100%
	Misc Contractual Services	\$	1,000	\$	÷	\$	1,000	100%
	Website, Media & Public Communications	\$	5,000	\$		\$	5,000	100%
	Employee Med Exp-drug tests, ph	\$	1,500	\$		\$	1,500	100%
	Heavy Equipment-Outside Repair	\$	67,275	\$	10,479	\$	56,796	84%
	Mechanical M&R Services	\$	6,000	\$		\$	6,000	100%
and the second se	Payroll support services	15	12,000	\$		\$	12,000	100%
	Software Maint Contract-Accounting	\$	800	\$	× .	\$	800	100%
	HHW Disposal	\$		\$	- V. T	\$		0%
	Wood Waste Grinding	\$	10,000	\$		\$	10,000	100%
	Contractual Services Subtotal	\$	357,475	\$	53,646	\$	303,829	85%
	Supplies & Materials						-	
	Office Supplies/Audio Visual Supplies	\$		\$		\$	5,897	98%
	Forms & Stationary	\$		\$		\$	1,500	100%
46005 0	Custodial Supplies	\$		\$	the second se	\$	1,840	74%
	Apparel/Protective Wear/Personal Protective Equipment	\$		\$		\$	2,902	97%
	Books & Publications	\$		\$		\$		0%
	Subscriptions	\$		\$		\$	300	100%
	Safety Supplies	\$		\$		\$	2,850	95%
46019 A	Awards & Recognitions	\$		\$		\$	500	100%
46020 0	Grounds Maintenance Supplies	\$	5,000		7		4,993	100%
	ood & Dietary Supplies	\$	1,000		91		909	91%
	Ainor Equipment-Tools	\$	7,000		126		6,874	98%
	Chemicals/gases	\$	500			\$	500	100%
	R & M- Office	\$		\$		\$	-	0%
	ehicle M&R Equipment Parts	\$	150,000			\$	120,837	81%
	&M Supplies-Building	\$	5,000			\$	5,000	100%
	& M-Mechanical-Materials	\$	1,000			5	1,000	100%
	odor Control Operations & Materials	\$	100,000			\$	65,501	66% 100%
	ommunications M & R Materials	\$	2,500			\$	2,500	
	aul Road M&R Materials	\$	120,000			\$	97,068	81%
6027 D	ally Cover/Posi-Shell	\$	120,000			5	81,791	68% 0%
	ide Slope Soil Cover-Concord Turnpike	\$		5		\$	1,947	97%
	ostal Services	\$	2,000 3	5		\$	200	100%
	lessenger Services	5		\$		\$	468	47%
	rinting & Binding			\$		5	12,413	83%
	hop Supplies	5		\$		\$	3,000	100%
	ducation-Tuition Assistance	\$	13,000			\$	12,791	98%
	omputer Materials & Repair	\$		5		\$	12,101	0%
	echanical M&R Materials upplies & Materials Subtotal	\$				\$ \$	433,583	77%
					-	_		-
G	as/Diesel Fuel/Oil & Grease	\$	200,000		1	\$	200,000	
	ehicle & Equipt Fuel-Diesel	\$	- 19	5	11,248	_	(11,248)	0%
				5	310 \$		(310)	0%
	ehicle & Equipt Fuel-Gasoline	\$						
6028 Ve	ehicle & Equipt Fuel-Gasoline ehicle & Equipt/Oil & Grease	\$	- 5		3,125 \$		(3,125)	0%

Landfill Operating and Maintenance Expenses Schedule 4

		-	(A)		(B)		(C)	(D)
Account	Operations and Maintenance Cost Type	F	Approved Y 18 Budge		Actuals Through 8/31/2017		Budget Amount Remaining (A - B)	Budget % Remainin (C / A)
	Rentals & Leases	-	_	+		+		
45410	Lease/Rent of Equipment-Office (Copier/postal meter)	\$	5,500	0 \$	753	IS	4,747	86%
45410	Lease/Rent of Equipment-Landfill	15				\$	10,000	100%
45411	Lease/Rent of Buildings	\$					555	93%
45420	Rentals & Leases Subtotal	\$					15,302	95%
-	Utilities & Natural Gas							
45230	Telephone/Internet	\$	20,000				15,417	77%
45110	Electrical Services	\$	35,000) \$	7,934		27,066	77%
45130	Water & Sewer	\$	5,000			\$	5,000	100%
45231	Cellular Services & Pager	\$	3,600	\$	150	-	3,450	96%
45121	Utilities - Natural Gas	\$	1.1	\$		\$	•	0%
	Utilities & Natural Gas Subtotal	\$	63,600	\$	12,668	\$	50,932	80%
45500	Travel & Training	\$	5,000			\$	5,000	100%
	Travel Mileage-Personal Vehicle	\$	the second se	\$		\$		0%
	Travel-Subsistence & Lodging	\$	×.	\$		\$	(11)	0%
	Travel-Convention & Education	\$	÷	\$		\$	(199)	0%
	On-Site Training	\$	5,000			\$	5,000	100%
	Travel & Training Subtotal	\$	10,000	\$	210	\$	9,790	98%
	Miscellaneous	1			4 070	-	1,622	46%
	Miscellaneous	\$	3,500		1,878		1,622	90%
	Dues and Assoc Membership-Misc	\$	1,800		175		1,308	36%
	Bank Service Charges	\$	3,600		2,292	\$	1,308	0%
45802	Cash Overage and (Shortage)	\$		\$		\$		0%
	Finance Charges paid to vendors		3,000			\$	3.000	100%
	Bad Debt Expense	\$	38,000	\$	26,540	\$	11,460	30%
	VDEQ landfill fee - Misc Misc Expenses Subtotal	\$	49,900	\$	30,885	\$	19,015	38%
	Payments to Other Entities	-		-		-		
	Leachate Treatment-Concord Turnpike	\$	· · · · · · · · · · · · · · · · · · ·	\$	2.201	\$		0%
	eachate Treatment-Compbell	\$	15,000	\$	-	ŝ	15.000	100%
	nsurance	\$	10,000	1		\$		0%
	Surety Bonds	\$		S		\$	1	0%
45308 0	General Liability insurance	\$	41,000	S	40,758	\$	242	1%
F	Payments to Other Entities Subtotal	\$	56,000	\$	40,758	\$	15,242	27%
s	Sub-Total SA O & M Expenses	\$	1,316,075	\$	283,064	\$	1,033,011	78%
	Reimbursable O & M Expenses (see Reimbursable ichedule for Detail)	\$	72,820	\$		\$	72,820	100%
G	Frand Total Operations and Maintenance Cost	\$	1,388,895	\$	283,064	\$	1,105,831	80%

Reimbursable Landfill Operating and Maintenance Expenses and Personnel Costs Schedule 5

			(A)		(B)		(C)	(D)
Account	Operations and Maintenance Cost Type		Approved ′ 18 Budge	t	Actuals Through 8/31/2017		Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
	Reimbursable Landfill O & M Expenses			1				
	City of Lynchburg	1		+		-		
43140	Engineering/Monitoring Services	\$	-	\$		\$		0.0%
43160	Environmental Lab Services	\$	-	\$	•	\$		0.0%
43161	Tire shredding	\$		\$	1	\$	Lotol .	0.0%
43162	HHW Disposal	\$	28,050	\$		\$	28,050	100.0%
43163	Wood Waste Grinding	\$		\$		\$		0.0%
43164	Leachate Treatment	\$		\$		\$		0.0%
	City of Lynchburg Subtotal		28,050	\$		\$	28,050	100.0%
	Amherst County	-		\vdash		-		
43162	HHW Disposal	\$		\$		\$	-	0.0%
	Nelson County	-		-		-		
43162	HHW Disposal	\$		\$		\$	-	0.0%
	Appomattox County		_	-		-		
43162	HHW Disposal	\$		\$		\$	-	0.0%
	Campbell County	-		-		-		
43140a	Engineering/Monitoring/Remediation Services	\$	22,840	\$	-	\$	22,840	100.0%
43160a	Environmental Lab Services	\$	11,220	\$		\$	11,220	100.0%
43161	Tire shredding	\$		\$	-	\$		0.0%
43162	HHW Disposal	\$	5,610	\$		\$	5,610	100.0%
43163	Wood Waste Grinding	\$	0,010	\$		\$		0.0%
43164a	Leachate Treatment	\$	5,100	\$	-	\$	5,100	100.0%
43104a			44,770	\$		\$	44,770	100.0%
-	Reimbursable Landfill O & M Expenses	\$	72,820	\$	•	\$	72,820	100.0%
R	eimbursable Landfill Personnel Costs							
0	ity of Lynchburg	_		-				
		\$	39,872	\$	6,654	\$	33,218	83.3%
		\$	27,877		4,687	\$	23,191	83.2%
	City of Lynchburg Subtotal		67,749		11,341	\$	56,409	83.3%
C	ampbell County	-		_				
		\$	20,000	\$		\$	20,000	100.0%
		\$		\$	4,687	\$	23,191	83.2%
		\$		\$	4,687	\$	43,191	90.2%
	Reimbursable Landfill Personnel Costs		115,627	\$	16,027	\$	99,600	86.1%

Region 2000 Services Authority 8/31/2017 Schedule 7

FY2018 Capital Equipment Items	A	/erage Cost Estimate	1.1	Fund alance
Balance @ 6/30/2017			\$	885,805
FY 2017 Pending @ 8/31/2017			-	
FY17-Salt Spreader	\$	10,000		_
FY 2018 Budgeted Purchases				
Posi-shell applicator	\$	44,050		
Litter Fence	\$	50,000		
D-6 Dozer	\$	300,000		_
Subtotal	\$	404,050		
Transfer from Operating Fund for FY2018			\$	450,000
Estimated Balance @ 6/30/2018			\$	931,755

Capital Equipment Fund

Use of Future Disposal Planning Reserve	Average Cost Estimate	Fund Balance	
Balance @ 6/30/2016		\$ 132,727	
Transfer from Operating Fund for FY2017		\$ 50,000	
Transfer from Operating Fund for FY2018		\$ 40,000	
FY2016 Costs for first phase of planning	\$ 6,293		
FY2017 Estimated Costs - Tasks 3 & 4	\$ 216,433		
FY2018 Estimated Costs - Tasks 5, 6, & 7	\$ -		
Estimated Balance @ 6/30/2018		\$ 0	

FY 2018 Estimated Post-Closure Costs for		Average Cost		
Concord Turnpike Facility		Estimate		
Estimated Cost of Contracted Services	\$	125,000		

	Use of Bond Funds		0	& M Balance and Use
0 & M Reserve Balance @7/1/2017			\$	653,446.03
90 Days estimated reserve (Can be used If Board Approves)		Based on FY18	\$	(856,926.00)
Available O & M Reserve @ 7/1/2017			\$	(203,479.97)

Capital Costs

Capital

Capital			
Vapo	Vapor System		tual
		\$	77,659.76
Misti	ng Cannon	Ac	tual
		\$	107,317.08
Landf	ill Gas System		
	Orig Contract For Gas Collection System-SCS	\$	957,280.00
	Change Order #1 dated 8/23/16 - SCS	\$	134,800.00
	Electical System for Gas Collection System	\$	855.07
		\$	1,092,935.07
Ph IV	- Construction		
	Contract for cell construction-Sargent	\$!	5,999,810.82
	Miscellanous permitting etc	\$	50,130.34
	Engineering-Draper Aden - est to completion	\$ 1	1,058,718.70
		\$ 1	7,108,659.86
May 2015 borrowing			
	Phase IV construction Costs	\$ 7	7,108,659.86
1	Borrowing Costs	\$	137,050.00
3	Capital Costs for Vapor System	\$	77,659.76
	Capital costs for Misting Cannon	\$	107,317.08
1	stimated Capital costs for LFG collection system	\$ 1	,092,935.07
5	Storage Building - Est	\$	200,000.00
1	ruck Wash - Est	\$	250,000.00
1	otal Projected use of Bond Funds	\$ 8	973,621.77
E	and funds received + interest	\$ 9	,001,157.59
ŀ	vailable bond proceeds	\$	27,535.82

RESOLUTION TO ADOPT THE MEMBER AGREEMENT TO JOIN THE VIRGINIA ASSOCIATION OF COUNTIES GROUP SELF INSURANCE RISK POOL

WHEREAS, Region 2000 Services Authority desires to protect against liability claims and property losses and to provide for payment of claims or losses for which it may be liable; and

WHEREAS, the Virginia Association of Counties Group Self Insurance Risk Pool, aka VACoRP, has been established pursuant to Chapter 27 (§ 15.2-2700 et seq.) and Title 15.2 of the code of Virginia; and

WHEREAS, it is desirable for Region 2000 Services Authority to join the Virginia Association of Counties Group Self Insurance Risk Pool in order to provide a method of risk sharing for liability, workers' compensation and property losses;

NOW, THEREFORE, BE IT RESOLVED that the governing body of Region 2000 Services Authority hereby agrees to the member agreement entitled "Region 2000 Services Authority Agreement for Virginia Association of Counties Group Self Insurance Risk Pool" which creates a group fund to pay liability and workers' compensation claims and property losses of the counties and other local agencies joining the Group, and we acknowledge we have received a copy of the pertinent Plan and supporting documents.

BE IT FURTHER RESOLVED that Gary Christie is authorized to execute the member agreement to join the Virginia Association of Counties Group Self Insurance Risk Pool and to act on behalf of Region 2000 Services Authority in any other matter relative to the Group.

This the 20th day of July, 2017.

ATTEST: _____

Clerk or Secretary

Chairman

Region 2000 Services Authority Property Value Protection Program Draft 7-17-17

1.0 DEFINITION OF TERMS

For the purposes of this Program:

- A. "Bona Fide Offer to Purchase" shall mean an arm's length offer to purchase an Eligible Property from a buyer that is not related to and is otherwise independent of the Eligible Property Owner.
- B. "Effective Date" shall mean the date on which this Program is formally established by the Services Authority
- C. "Eligible Property" shall mean one of the residential properties for which any portion of the property is located within 1 mile from the solid waste disposal unit boundary, or cell boundary, otherwise called the anchor trench, and is identified in Attachment 1. Eligible Property does not include mobile homes, income generating property or commercial property. (See Attachment 2 for a map of properties within the 1 mile distance that may be eligible.)
- D. "Eligible Property Owner" shall mean the person(s) who owned the Eligible Property on July 1, 2012 and continues to be the registered and beneficial owner up to sale. This program is not transferrable from the person(s) who owned the Eligible Property on July 1, 2012.
- E. "Landfill" shall mean the property located on Livestock Road in Campbell County, VA owned by the Services Authority.
- F. "Program Administrator" shall mean the person or firm selected by the Services Authority Director to administer the Program.
- G. "Target Value" shall mean the current Campbell County tax assessment.

2.0 PROPERTY VALUE PROTECTION PROGRAM IMPLEMENTATION

2.1 Program Scope

Eligible Property Owners shall be the beneficiaries of this Property Value Protection Program. The Services Authority shall make a good faith effort to notify all Eligible Property Owners of their benefits under the Program, by public notices, announcements and mailings, within sixty (60) days of the Effective Date.

The program shall be available to Eligible Property Owners for three years from the date of approval by the Services Authority.

2.2 How It Works

Upon the sale of the residence, an Eligible Property Owner may apply to the Services Authority in the event that the sales price is below the Campbell County assessment that is in effect on the date of the sale.

The Property Owner must submit an application on a form approved by the Services Authority and shall provide all documentation necessary for the Services Authority to verify the proof of sale, including but

not limited to, an executed contract for sale, recorded deed, and/or closing statement. (Attachment 1) The Services Authority has thirty (30) days to review the materials and let the applicant know the outcome of the request or to request more information.

If approved, the Services Authority will make payment, as described in Paragraph 2.4, to the Property Owner within thirty (30) days as long as funds are specifically budgeted and available for the program.

2.3 Conditions to receiving the program benefits

- a. The sale of an Eligible Property must be to an unrelated party;
- b. The Eligible Property Owner must ensure that a condition and covenant is included on the transfer of ownership documents that states that if the property, whether in whole or in part, is sold again, it will not be eligible for consideration under this Program.
- c. A copy of the closing statement, contract, and the recorded deed shall be provided to the Program Administrator.

2.4 Program Compensation

After closing the sale of an Eligible Property resulting from a Bona Fide Offer to Purchase where the sales price is less than the property assessment, then the Services Authority agrees to pay to the Eligible Property Owner the difference between the purchase price and the property assessment, in an amount not to exceed \$20,000.

2.5 Program Limitations

The payment obligations of the Services Authority are limited to funds specifically budgeted for this program each year and are subject to appropriation by the Services Authority. The Services Authority reserves the right to limit appropriations to this program, and the number of properties approved, to an amount of funds reserved and appropriated. The Program Administrator will receive and process property sales contracts on a first come-first served basis upon the receipt and approval of the required materials. The Program Administrator may approve property sales contracts and payment as long as there are funds appropriated for the program. In the event a closing occurs for an Eligible Property under the Program and there are insufficient funds to pay the amount of compensation due under the Program, the Eligible Property Owner will be paid the amount that is due or remaining when and if additional funds are paid into the Program. There will be no payments if there is no funding appropriated.

Funds will be distributed as properties are sold and in the event no funds are available, then no funds will be distributed. The Eligible Property Owner may receive funds in a new budget year on a first comefirst served basis if funds are available.

3.0 OTHER TERMS AND CONDITIONS

a. The Services Authority may enter into an agreement with an Eligible Property Owner to purchase their property outside of this Program. If such an agreement is reached, the Eligible Property Owner will be precluded from receiving compensation under this Program.

- b. If an Eligible Property is sold and compensation is paid under this Program and the Eligible Property should revert back to the Eligible Property Owner, or anyone not at arm's length, for any reason within five (5) years after such payment, then the original Eligible Property Owner, or his or her estate, will reimburse the Services Authority in the amount of the original compensation payment.
- c. Participation in this Program and compensation is limited to one time per parcel. The program is restricted to Eligible Property Owners and terminates when the Eligible Property is sold, conveyed or otherwise transferred or at the end of three years.

4.0 TERMINATION OF SERVICES AUTHORITY OBLIGATIONS TO PROGRAM

This Property Value Protection Program shall terminate after three years from inception, or upon such other time as the Services Authority determines in its sole discretion to terminate the Property Value Protection Program.

The Services Authority shall make good faith efforts to notify each remaining Eligible Property Owner as soon as practicable prior to the termination of the program. The notice shall inform each Eligible Property Owner of any remaining period of time during which the Eligible Property qualifies for compensation under the PVPP.

Attachment 1

Region 2000 Services Authority: Property Value Protection Program Eligible Owner's Initial Application and Property Information Sheet July 2017

Date Application Submitted to the Services Authority:		
Property Address:		
Eligible Property Owner Information: Name(s) as appearing on the Deed:		
Mailing address:		
Phone number(s):	Email address:	
Property Information: Property Description:		
Tax Map Number:	<u>O</u> ther improvements:	
Campbell County Tax Assessment:		_
Did you own the property on or before July 1, 2012?	Yes	No
Is this your primary residence	Yes	No
Is this an income generating property	Yes	No
Signatures of all owners of property:		
	Date:	·
	Date	2:
Copies attached:		

1. Recorded Deed

2. Closing Statement 3. Contract

July 11, 2017

Mr. Gary Christie Region 2000 Service Authority 361 Livestock Road Rustburg, VA 24588

Dear Mr. Christie,

I am writing this letter on behalf of the R2K Landfill Concerned Citizens Group to provide feedback on the Property Protection Plan (PPP) Conceptual Design Proposal that was recently issued by the Service Authority (SA). In general, the members of the Citizens Group are very disappointed, and some are quite upset, by the content of the Proposal. It appears that the Service Authority has completely ignored all of the input provided by the Citizens Group on an equitable Property Value Protection Plan, including the detailed draft document provided to you in August 2016. If fact, many members believe that the current Proposal is worse than the draft Plan issued by the Service Authority in April 2016. A copy of the April 2016 draft is attached for your convenience.

I understand that the current Proposal was created with the idea that it might be the best Plan that will be affirmed by 3 of the 4 voting members of the Service Authority board. However, the Proposal is completely unacceptable to the Citizens Group for reasons that will be detailed below. It is our hope that the Service Authority will consider the feedback provided in this letter before adopting a Plan that makes no real commitment to compensate residential property owners living near the landfill. So, in addition to providing the following detailed feedback, the members of the Citizens Group will begin to consider other avenues for obtaining equitable compensation when property owners near the landfill attempt to sell their homes.

Having stated that the current Proposal is unacceptable, and should not form the basis for a Plan adopted by the Service Authority, the following detailed feedback is provided on an itemby-item basis. A copy of the PPP Conceptual Design Proposal is attached for your reference.

1. Program covers properties within one mile of the working trench. It is unclear why the SA insists on using the working trench to establish the reference boundary for coverage. We do not know where the working trench is located. Also, is the working trench a permanent reference, or will the working trench change as the SA moves from Phase III to the Phase IV cell? We believe that the permitted landfill boundary is an appropriate reference for establishing program coverage. Also, while most reports that we have reviewed clearly indicated that the values of properties located within one mile of a landfill experience the most significant loss of value, property values are affected to a lesser degree out to two miles. So, one mile should be considered a minimum distance from the agreed upon boundary for inclusion in the Program.

- 2. Restricting the Program to properties purchased prior to 2012 is unreasonable. While the Regional Landfill was operating at the Livestock Road site in 2012, the odors emanating from the landfill did not become an issue for several years. The odors became unacceptable by 2015. So, a number of people bought or built homes in the area surrounding the landfill during the 2012 2015 period without any real concern about the landfill. And, in most cases, they purchased their properties at fair prices based on the real estate market conditions. The odors would not have seriously affected the home values until after the odors became unacceptable in 2015 and beyond.
- 3. Although we had asked that residential and commercial properties be included in the Program, we will accept the Program being restricted to residential properties. The exclusion of income generating residential properties should not be considered. There are a number of instances where home owners have been forced to move (e.g., a job with a new employer out of the area), but have not been able to sell their home for a suitable price. So, rather than take an unacceptable loss on their property, they have elected to rent the property until a suitable sale price can be obtained.
- 4. Again, restricting the eligible properties to those that are owner occupied is not acceptable. As indicated above, some owners have elected to rent their homes after moving out of the area, rather than taking a loss on selling their home.
- 5. We do not object to this item.
- 6. There is no reason why there should not be a provision to allow transfer of property to heirs. The key point is that a property cannot participate in the Program but once. Why should it matter if the participant is the current eligible owner or an heir? The property owner should still be entitled to compensation when they sell the property.
- 7. Limiting the maximum compensation to \$20,000 is not acceptable. The studies clearly show that property values for homes located within one mile of a landfill have experienced a reduction in value of about 12-14%. There are a lot of residential properties valued at more than \$300,000 in the affected area, and some that have a value in excess of \$400,000. So, while we have previously proposed setting the maximum compensation to a defined percentage of the appraised/assessed value, we would accept a maximum of \$50,000. This is the value that the SA originally proposed in the April 2016 draft.
- 8. Making compensation subject to the availability of funds is not acceptable. As we have stated in the past, there is no plan that will be acceptable to the Citizens Group that includes any such language. The fact that the recently adopted SA budget for FY2018 included no funding for the PPP reserve is a clear indication that the SA board is not really committed to doing what is right.

- 9. Compensation under the Program should be available as long as the landfill is operating. While it is understood that the SA would like to limit its liability under the Program, it is unreasonable to force home owners to either sell their homes and move within three years, even if no funding is ever made available in the SA budget, or forfeit any compensation. The Program should be available at least until the landfill ceases operations at the current site.
- 10. We would expect that the SA would perform this function.

It is our hope that the Service Authority will seriously consider the above feedback to the PPP Conceptual Design Proposal. We would like to reach agreement on a plan that provides equitable compensation to home owners living near the landfill who have been adversely affected by the odors, noise, traffic and other negative aspects of having a landfill operating in their neighborhood.

If you have any questions regarding this letter, please do not hesitate to contact me.

Sincerely,

Eric Barringer Chairman of PVPP Committee 434-665-8867

Attachment 1

Draft - Property Value Protection Program Region 2000 Services Authority

March 23, 2016 April 14, 2016

- 1. Any resident owning and residing in any of the homes shown on the attached map (Campbell County's Landfill Overlay District) shall be eligible for this program. In order to be considered for compensation under this program, a resident must fill out an application and be approved by the Services Authority staff prior to the actual sale of his or her property.
- 2. The resident will establish the value of the affected property just prior to the sale date by obtaining an appraisal performed by an accredited professional appraiser. The Services Authority will pay 50% of the cost of the initial appraisal up to a total of \$150 when authorized by the Services Authority in advance. The appraisals are to be made as if the landfill were not in existence. The property owner must provide a copy of the sales contract. The Services Authority reserves the right to have its own appraisal of the property and utilize the average of the two appraisals.
- 3. Any resident who sells his or her property for an amount which is less than the appraised value (on the basis of the one appraisal or the average of the two appraisals) will be eligible for compensation from the Services Authority for the amount of the difference between the appraisal and the sales price up to a maximum of \$50,000. Payment will be made within thirty days after the closing of the property has occurred and after the owner has provided the Services Authority with a copy of the settlement statement and the recorded deed.
- 4. The foregoing agreement to compensate residents for loss in property values will only apply to properties sold within 2 years after the date the landfill is closed. Heirs of residents qualifying will be eligible for compensation under the terms of this policy. Compensation may only be provided one time for any particular property and this opportunity only is available to current property owners as of the date of adoption of this program.
- 5. The Services Authority reserves the right to limit appropriations to this program, and the number of properties approved, to an amount of funds reserved and appropriated. The Services Authority will receive and process applications on a first come-first served basis. Staff may approve applications and payment as long as there are funds appropriated for the program.
- 6. The Services Authority may enter into an agreement with a homeowner to purchase his or her property outside of this program. If so, the homeowner shall not be eligible to participate in this program. (Staff makes no recommendations on criteria or priority development for how properties are selected for purchase. One consideration may be if the property is adjacent to the Landfill.)

7. In the event that a resident/owner receives any payment under this program, he or she agrees to include language in any contract with a purchaser disclosing that the property is located next to a landfill which may have odors and noise associated with the operation of the landfill.

Region 2000 Service Authority Property Protection Plan Conceptual Design Proposal

The program as proposed:

- 1. Covers properties within one mile of the working trench of the landfill;
- 2. Is only available for properties owned/purchased prior to 2012;
- 3. Requires that the property must be residential in nature-- not income-generating;
- 4. Applies only to properties that are owner occupied;
- 5. Applies only once per parcel (one and done);
- 6. Is not transferrable (ex. if parents pass property to children);
- 7. Provides up to \$20,000 to seller if the property is sold below the most recent County assessed value;
- 8. Is subject to available funds of the authority;
- 9. Would be open for a period not to exceed 3 years from date of adoption;
- 10. Region 2000 Service Authority will maintain a database to track eligible properties/participation.

Reciprocal Agreement Between Roanoke Valley Resource Authority and New River Resource Authority

for Emergency, Temporary Disposal of Non-Hazardous Municipal Solid Waste

THIS Reciprocal Agreement ("Agreement") is made and entered into as of this 24th day of August, 2016, by and between the Roanoke Valley Resource Authority, an authority organized pursuant to the laws of the Commonwealth of Virginia by Roanoke City, Roanoke County, Town of Vinton, and City of Salem (hereinafter referred to as "RVRA"), acting pursuant to the Resolution dated June 22, 2016, August 24, 2016 and the New River Resource Authority, an authority organized pursuant to the laws of the Commonwealth of Virginia by Radford City, Pulaski County, Town of Dublin, Giles County, and the Montgomery Regional Solid Waste Authority (hereinafter referred to as "NRRA").

WHEREAS, currently, RVRA operates waste disposal facilities for the disposal of municipal solid waste originating from the City of Roanoke, Roanoke County, Town of Vinton, City of Salem, Botetourt County (by contract), and Craig County (by contract), such facilities consisting of the Tinker Creek Transfer Station and Salem Transfer Station with final disposal at the Smith Gap Landfill; and,

WHEREAS, currently, NRRA operates waste disposal facilities for the disposal of municipal solid waste originating from the City of Radford, Pulaski County, Town of Dublin, Giles County, and the Montgomery Regional Solid Waste Authority, such facilities consisting of the NRRA Regional Landfill; and,

WHEREAS, currently neither party is authorized to use the other party's waste disposal facilities in the event of an emergency; and,

WHEREAS, each party desires to have a temporary alternative for the emergency disposal of municipal solid waste in the event an unforeseen emergency circumstance were to shut down or render its waste disposal facilities inoperable; and,

WHEREAS, such an agreement is in the public interest and is appropriate to protect the public health, safety, and welfare; and,

WHEREAS, RVRA and NRRA desire to set forth herein the terms and conditions applicable to such emergency, temporary disposal of non-hazardous municipal solid waste at and through each other's facilities.

Witnesseth:

For good and valuable consideration, including the mutual promises contained herein, RVRA and NRRA covenant and agree, each with the other, as follows:

1. Use of Disposal Facilities. In the event one party's waste disposal facilities are shut down or rendered inoperable due to an unforeseen emergency circumstance, including, by way of example, act of God, storm, flood, landslide, earthquake, fire, war, environmental incident, operational problems, or the order or judgment of any local, state, or federal court, administrative agency, officer, or body, each party agrees to make its respective facilities for the disposal of municipal solid waste available to the other, subject to and on the terms and conditions set forth herein. The party whose disposal facilities are shut down shall use due diligence and good faith efforts to put its waste disposal facilities back into operation as soon as possible.

2. <u>Term</u>. The initial term of this Agreement shall be from September 1, 2016, terminating at midnight on June 30, 2017, except as renewed as hereinafter set forth; thereafter, this Agreement shall automatically renew for additional one year terms, the first such term commencing July 1, 2017 through June 30, 2018, provided, however, during the initial term or any subsequent one year renewal term, this Agreement may be cancelled and terminated at any time by either party without cause or any liability upon 30 days written notice to the other party.

3. Disposal of Acceptable Waste Only. Only non-hazardous, "municipal solid waste", "industrial waste", "agricultural waste", "construction waste", "debris waste", or "demolition waste" as defined in the Virginia Department of Waste Management Regulations, as amended, that is collected and delivered by solid waste collection vehicles owned or contracted by the municipal entities comprising RVRA and NRRA. Commercial haulers with monthly charge accounts with RVRA and NRRA may be disposed of under this Agreement if either party elects to include this solid waste stream during the temporary usage period. All waste shall ultimately be disposed of at a facility that is properly licensed and approved by the Commonwealth of Virginia for acceptance of municipal solid waste in compliance with all applicable laws and regulations. Each party reserves the right in its sole discretion to determine whether any waste is acceptable for disposal under this Agreement. Under no circumstance shall either party accept or be deemed to have accepted for disposal any hazardous or unacceptable waste which it would be precluded by applicable law from accepting, including, without limitation, medical, infectious, or hazardous waste. In the event the receiving party determines that hazardous or unacceptable waste has been delivered for disposal under this Agreement, the receiving party shall immediately notify the sender and the sender shall immediately arrange for the proper collection, removal, and disposal of such waste in compliance with all applicable laws and regulations; should the sending party fail to do so, the receiving party shall be authorized to take any and all actions necessary to collect, remove, and dispose of such unacceptable waste and the sending party shall be responsible for and shall pay the receiving party for any and all related costs and expenses, including any consultant and/or attorney's fees. Under no circumstances shall this Agreement be interpreted to allow disposal of any waste directly by truck to RVRA's Smith Gap Landfill.

4. <u>Operational Requirements</u>. Any emergency disposal of municipal solid waste by one party at the other party's facility pursuant to this Agreement shall be subject to and in compliance with the following terms and conditions:

a. Prior to any such use, the requesting party shall give the other party prior written notice of: (i) the nature of the emergency; (ii) the estimated duration of the emergency use; and, (iii) the estimated daily amount of municipal solid waste requested to be delivered for disposal. Any such use shall be subject to the prior written approval of the receiving party's Chief Executive Officer/Executive Director or other authorized official.

b. Each party reserves the right at any time to determine the disposal capacity of its facility and to refuse to accept any waste from the other party if acceptance would exceed available capacity.

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c. Such use and all waste transportation and delivery operations shall be subject to all applicable laws, rules, regulations, and procedures, including, without limitation, the receiving party's rules, regulations, and procedures and normal days and hours of operation, unless otherwise agreed in writing by both parties.

d. No tractor trailers shall be used to deliver waste for disposal, without written approval from the receiving entity. Standard compactor vehicles and roll-off containers not exceeding 40 cubic yards may be used for delivery of waste for disposal.

e. Each party shall be responsible for and shall pay for any and all claims, suits, damages, fines, penalties, loss, liability, including any required cleanup or remediation, for damage to property, death, or personal injury of any kind, including reasonable attorney's fees, resulting from or arising out of: (i) the activities or presence of its employees, agents, or contractors on the other party's premises; (ii) its delivery, handling, or disposal or attempt to dispose of any hazardous or unacceptable waste as defined herein; or, (iii) its violation of any law, rule, regulation, or procedure.

5. <u>Rates and BilliJ1g</u>. The disposal rate under this Agreement for all acceptable municipal solid waste, as defined in paragraph 3 above, shall be the municipal disposal rate prevailing and charged by the receiving party at the time of disposal, plus \$3/per ton. The receiving party shall provide the shipping entity with documentation showing the amount of waste, in tonnage, delivered by each hauler emanating from the shipping entity's service area.

6. <u>Additional Members of Authority or Contacting Localities</u>. The parties recognize and agree that in the event additional localities join or contract with either the RVRA or NRRA for the disposal of municipal solid waste within the permitted service areas, respectively, subsequent to this Agreement, such localities shall be entitled to the benefit of and subject to the terms and conditions of this Agreement and shall be listed in an Appendix A hereto which shall be updated from time to time by the parties. WITNESS the following signatures, fully authorized to enter into this Agreement:

Roanoke Valley Resource Authority:

By:

Daniel D. Miles, P.E. Chief Executive Officer

Attest: By: rativa Coordinator Title:

New River Resource Authority:

By Jøseph R. Levine, P.E., Executive Director

By: _ 1

Title: Secretary

Appendix "A"

RVRA's Authorized Localities:

- 1. Roanoke County
- 2. City of Roanoke
- 3. Town of Vinton
- 4. City of Salem
- 5. Botetourt County (by contract)
- 6. Craig County (by contract)

NRRA's Authorized Localities:

- 1. City of Radford
- 2. Pulaski County
- 3. Town of Dublin
- 4. Giles County
- 5. Montgomery Regional Solid Waste Authority



ROANOKE VALLEY RESOURCE AUTHORITY

August 24, 2017

Mr. Clarke Gibson Director of Solid Waste Region 2000 Services Authority 2704 Concord Turnpike Lynchburg, VA 24504

Dear Mr. Gibson:

The Roanoke Valley Resource Authority (RVRA) and the New River Resource Authority (NRRA) recently entered into a reciprocal disposal agreement (attached) to serve as an emergency backup disposal option for our respective facilities. Our intent was to be proactive and make arrangements for an alternate disposal option in the event either of our facilities needed to cease accepting waste for any multitude of reasons, some planned; some not. Generally, if such an event occurs, finding an alternate location on short notice proves more costly and tends to exacerbate an already hectic situation. And as I'm sure you are aware, local government entities may enter contractual agreements with one another without going through a laborious public advertisement process. RVRA is first and foremost reaching out to Region 2000 Services Authority to gauge its interest in participating in a similar arrangement. Some of the more pertinent components of the agreement are:

- Acceptance of waste by either party is <u>not</u> a requirement
- Only permitted, acceptable waste may be delivered
- One year contract term, automatically renewed unless cancelled
- The agreement may be dissolved by either party, without cause, with 30day written notice
- The disposal fee will be the prevailing posted municipal rate plus \$3/ton

Secondly, RVRA is currently planning to convert its transportation operations from rail haul to trucking. Part of this transition involves RVRA converting its existing, dedicated rail spur to its landfill into a road starting on July 1, 2018. Our engineers are informing us that it will

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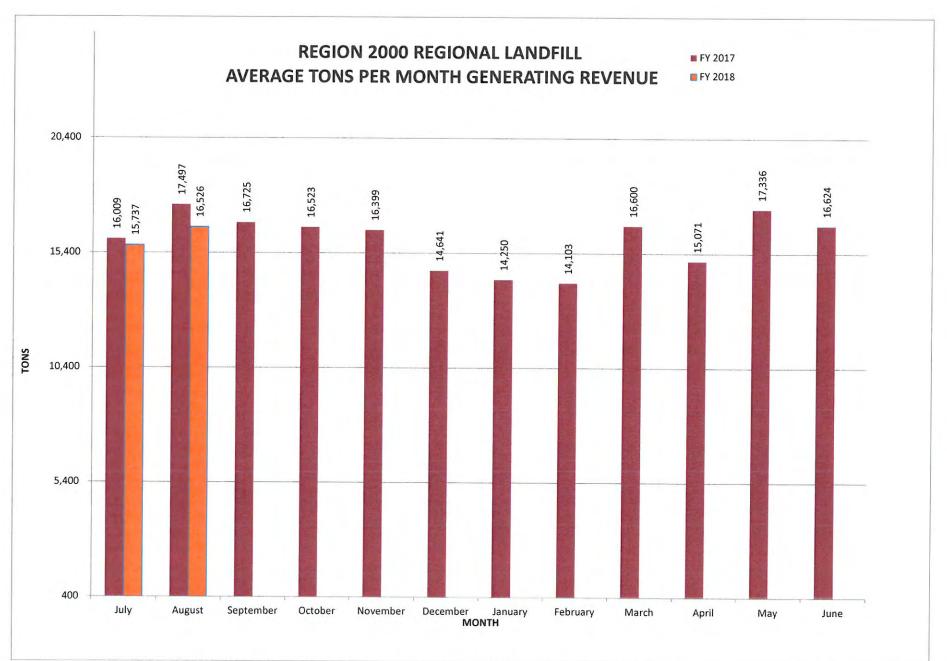
take approximately two months for this road construction to be sufficient to traverse with our tractor trailers. During this period, RVRA will be transporting the majority, if not all, of its MSW to one or more landfills. RVRA and NRRA are in discussions regarding the use of our reciprocal disposal agreement to take some of its MSW to NRRA's landfill in Dublin. However, NRRA will almost certainly not be able to accept the 1,100 tpd RVRA is currently generating. Therefore, RVRA is also reaching out to Region 2000 to gauge its interest in receiving some of these tonnages and the associated revenues during this planned outage of our landfill, either by reciprocal disposal agreement or other agreement.

If Region 2000 has an interest in pursuing one or both of these matters, I would be pleased to initiate the process at your earliest convenience and provide you with any additional information you may need.

Sincerely,

Daniel D. Miles, P.E. Chief Executive Officer

Attachments



15521 Midlothian Turnpike Suite 305 Midlothian, VA 23113-7313 804 378-7440 FAX 804 378-7433 www.scsengineers.com

SCS ENGINEERS

September 8, 2017 File No. 02195001.08

Mr. Clarke W. Gibson, PE Solid Waste Director Region 2000 Services Authority 361 Livestock Road Rustburg, Virginia 24588

Subject: Design/Build Proposal for LFG Collection and Control System Expansion Project Region 2000 Regional Landfill – Livestock Road Facility

Dear Clarke:

SCS Engineers (SCS) appreciates the opportunity to submit the enclosed Proposal (Proposal) to the Region 2000 Services Authority (Authority) for implementation of the Phase III Landfill Gas Collection and Control System Design/Build Expansion Project at the Region 2000 Regional Landfill – Livestock Road Facility (Landfill) in Rustburg, Virginia. Our Proposal is structured as an amendment to SCS' existing Comprehensive Agreement with the Authority for design, construction, and operation of a landfill gas collection and control system, dated 4/27/16.

The proposed Project involves the design, construction, and construction quality control (CQC) of the expansion of the existing landfill gas (LFG) collection and control system in Phase III at the Landfill for the purpose of recovering LFG from the Phase III waste disposal unit at this Facility (referred to as the D/B Project). As you know, SCS has over 40 years of engineering and contracting experience involving LFG collection and control systems in Virginia. Similar to our previous D/B assignment for the Authority in 2016, SCS will serve as a "one-stop shop" for LFG system design, construction, and CQC, thereby reducing the Authority's overall costs associated with administering a capital project.

Similar to our proposal for the previous D/B assignment, which was submitted to the Authority on 10/26/15 in accordance with the Implementation Procedures and Guidelines for the Public-Private Education Facilities and Infrastructure Act (PPEA), adopted by the Authority on 10/26/11, SCS requests that the Authority treat the information contained in the enclosed Proposal as non-releasable under the Virginia Freedom of Information Act (VFOIA) until such time as the enclosed Amendment to our existing Agreement has been executed.

Our Project Team includes the same professional engineering and construction staff who were engaged in SCS' previous D/B assignment at the Landfill in 2016. We believe this D/B Expansion Project at the Landfill represents an excellent opportunity for the Authority and SCS to continue our collaborative work to deliver innovative solutions at solid waste management facilities.

Attachment Item No. 8

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Mr. Clarke W. Gibson, PE
September 8, 2017
Page 2
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We are excited about this opportunity to continue our formal public-private partnership with the Authority related to implementation of this D/B Expansion Project.

If you have questions or require additional information, please do not hesitate to contact us at the letterhead address.

Sincerely,

Hobert Z. Dule

Robert E. Dick, PE Vice President SCS ENGINEERS

Enclosures

mith

Guy F. Lewis Vice President SCS FIELD SERVICES

AMENDMENT 1 TO THAT COMPREHENSIVE AGREEMENT between REGION 2000 SERVICES AUTHORITY and SCS ENGINEERS for DESIGN, CONSTRUCTION AND OPERATION OF A LANDFILL GAS COLLECTION AND CONTROL SYSTEM AT THE LIVESTOCK ROAD LANDFILL

THIS AMENDMENT 1 (this "Amendment") is entered into as of ______, 2017, between the REGION 2000 SERVICES AUTHORITY ("the Owner"), and STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. d/b/a SCS ENGINEERS (the "Design-Builder") ("the Contract").

Recitals

- 1. The Owner and SCS have entered into a Contract dated April 27, 2016 for the construction of a Phase III Landfill Gas Collection and Control System ("the GCCS") at the Region 2000 Regional Landfill Livestock Road Facility ("the Project").
- 2. The Project is substantially complete and the Design-Builder has successfully met all budget and schedule requirements.
- 3. Owner now desires to expand the Project to increase the scope of the GCCS as further described herein.

NOW THEREFORE, for and in consideration of the mutual promises, conditions and covenants herein set forth the Parties, for the purpose of this Amendment, agree that those sections from the Contract are modified and replaced in their entirety as follows:

§3. <u>General Scope.</u> The Design-Builder shall perform, provide or cause to be provided all design, permitting, construction, material, equipment, services and labor, necessary for the development of Phase III GCCS Expansion as more fully set forth in Attachment A (Engineering Proposal) and Attachment B (Construction Proposal), Attachment C-1 (Phase IIIB Layout Drawing), Attachment C-2 Well Schedule Calculations, Attachment D (Schedule), and Attachment E (Cost Schedule) each of which are made a part of this Amendment. The Design-Builder shall be responsible for obtaining all necessary federal, state, and local permits and approvals, conducting negotiations and entering access agreements with private landowners or other entities if necessary, and performing the Project in compliance with all applicable federal, state and local laws and regulations and the Contract Documents. It is the intent of the Owner and the Design-Builder that, unless otherwise specifically set forth in this Amendment, the Design-Builder shall perform or provide all design, permitting, construction and related services that are necessary to provide the Owner with a completed, fully functional Project.

§6. Contract Price.

a. **Contract Price.** The Owner shall pay the Design-Builder the amount which shall be Two Hundred Sixty Eight Thousand, Three Hundred Ninety Two and 00/100 (\$268,392.00) dollars, which shall include the Scope of Work in Attachment A, for engineering (\$27,000.00), Attachment B for construction (\$241,392.00), and totaled in Attachment E (\$268,392.00). Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes imposed by law or any governmental authority. The Design-Builder shall be wholly responsible to complete the Project at no compensation above

the Contract Price, subject to any adjustments in the Contract Price made as a result of changes made in accordance with this Amendment.

§8. Contract Time.

- a. **Date of Commencement.** The Work shall commence as of the date of this Amendment unless the Parties mutually agree otherwise in writing.
- b. **Final Completion.** The Schedule for Completion of the Work is set forth in Attachment D, which is made a part of this Amendment. Final Completion of the Work shall be achieved as expeditiously as reasonably practicable, but in no event later than November 30, 2017, time being of the essence.
- c. All construction provided or caused to be provided by the Design-Builder in compliance with all applicable Legal Requirements and applicable permits, both public and private.

This Amendment sets forth all of the covenants, promises, agreements, conditions and understandings between Design-Builder and the Owner concerning this Amendment 1 and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to the Contract shall be binding upon the Design-Builder or the Owner unless reduced to writing in a formal amendment signed by each Party. This Amendment makes no other changes to the Contract.

IN WITNESS WHEREOF, the Parties have executed this Amendment 1 as of the day and year first above written.

REGION 2000 SERVICES AUTHORITY

By:	
Name:	
Title:	

Approved as to Form:

William H. Hefty, Counsel

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS. d/b/a SCS ENGINEERS

By:	Tobert 2. Dule	
Name:	Robert E. Dick	_
Title:	Vice President	_

ATTACHMENT A

LANDFILL GAS COLLECTION AND CONTROL SYSTEM DESIGN & CONSTRUCTION QUALITY CONTROL

REGION 2000 REGIONAL LANDFILL LIVESTOCK ROAD FACILITY ENGINEERING SERVICES WORK ORDER

1. SCOPE OF SERVICES TO BE PERFORMED:

This scope of services outlines the engineering tasks to be performed by SCS Engineers (SCS) in conjunction with the implementation of the landfill gas (LFG) collection and control system Design/Build (DB) Project at the Region 2000 Regional Landfill – Livestock Road Facility (Facility) in Rustburg, Virginia.

The proposed DB Project involves the design, construction, and construction quality control (CQC) of the Phase III LFG Collection and Control System (LFGCCS) expansion at the Landfill for the purpose of recovering LFG from the Phase III waste disposal unit. The proposed scope of services is divided into the following tasks:

- Task 1 Design of the Phase III LFG Collection and Control System and Design Criteria Memorandum
- Task 2 Preparation of Construction Documents for the Phase III LFG System, including final well schedule and Issued for Construction Layout Drawing
- Task 3 Construction Quality Control

The proposed Project may include subsequent task assignments that are consistent with the Authority's Implementation Procedures and Guidelines for the Public-Private Education Facilities and Infrastructure Act (PPEA), as directed by the Authority.

TASK 1 - PHASE III LFG SYSTEM DESIGN DOCUMENTS

SCS will design the LFG collection and control system necessary to extract LFG from the appropriate portions of Phase III where LFG extraction components were not installed during the initial LFGCCS installation in accordance with the Authority's requirements. SCS will prepare construction level drawings and technical specifications suitable for the Design/Build format of the Project which will indicate the necessary construction methods and materials for a functional LFG system in these areas.

The objectives of the Phase III LFG collection and control system expansion will consist of migration control, odor control, emissions control, fuel for a potential future LFGE project, and future compliance with NSPS and other existing Clean Air Act requirements. The final design will likely include, but is not limited to the following components:

- Vertical wells and associated LFG collection piping. Wells will likely have 8-inch riser pipes installed in minimum 36-inch-diameter boreholes.
- Vertical wells will generally be located along the flat top deck area of the Phase III Cell. Since fill placement operations are nearly complete in this area, the potential interference with the existing landfill operation and the potential for damaging the new wells is minimal.
- Inclusion of LFG wellfield dewatering infrastructure to facilitate simultaneous dual extraction of liquids and gas from the vertical LFG extraction wells in anticipation of elevated liquid levels within the waste mass. The LFG wellfield dewatering infrastructure includes dedicated pneumatic pumps and appurtenances, pneumatic supply piping, dewatering liquid forcemain piping, valves, etc.
- The LFG system layout drawing will depict the alignment of header and lateral pipes, which will transport collected LFG to the existing blower/flare station.
- A 4 percent minimum slope on header pipes will be specified to allow for condensate drainage.
- Valves will be depicted to allow isolation of collection system sections.

This task addresses the engineering efforts required to prepare design documents suitable for the Design/Build format of this Project. Our design engineering activities will involve the following:

- Prepare final design drawings for the expansion of the LFG control system to address LFG management (and future NSPS compliance) in the Phase III fill area. We anticipate the drawings will include multiple layout sheets and several detail sheets.
- The design documents will include technical specifications for the LFG system. The specification sections will address earthwork, LFG extraction wells, condensate management system, piping, valves, and pumps.
- Submit draft design documents to the Authority for review and comment. Meet with the Authority to review the draft design documents. Revise the draft documents to incorporate comments as appropriate. Submit 2 sets of final design documents (drawings and technical specifications), sealed by a licensed engineer, along with cost estimate.

TASK 2 - PHASE III CONSTRUCTION DOCUMENTS

The final design drawings and technical specifications developed under Task 1 will be utilized for preparation of construction documents, suitable for issuing to SCS Field Services (SCS-FS) for construction. The construction documents will include the sealed, construction-level drawings and the technical specifications for the LFG collection and control system expansion. SCS will coordinate with SCS-FS' surveyor to stake out the well locations, which may be relocated from the coordinates in the preliminary well schedule at the Authority's request. SCS will use the surveyed proposed well locations to revise the well schedule and layout design drawing and specifications to be issued for construction.

TASK 3 – CONSTRUCTION QUALITY CONTROL AND CERTIFICATION

SCS will provide a qualified field engineer to perform on-site CQC activities during the expansion of the LFG collection and control system. The on-site staff will be supported in the office and field by the Project Engineer and Project Director. Under the design/build format with SCS-FS, many of these activities will be performed under an accelerated schedule. Our CQC services will include the following:

- Attend a pre-construction meeting with the Authority and SCS-FS Superintendent. Review any questions and discuss schedule, material substitutions, and other relevant issues. Prepare and distribute meeting minutes.
- Review shop drawings and material submittals, Subcontractor's requests for information, and other technical submittals. Recommend approval or rejection based on technical, contractual, and functional adequacy. Distribute approved submittals and/or review comments to appropriate parties. Review pre-drilling survey data from Subcontractor and adjust well schedule accordingly.
- Observe well drilling. SCS will maintain a full-time presence at the site during well drilling activities to log wells, monitor construction materials and methods, and verify general compliance with the construction documents.
- SCS will maintain a part-time presence at the site during pipe installation to periodically observe system construction activities and to verify general compliance with construction documents.
- Monitor and document the pressure testing of the completed header and lateral piping network. Provide guidance during testing.
- Telephone calls among the SCS Project Director, SCS-FS Project Manager, SCS onsite personnel, and the Authority to answer questions, resolve issues, and coordinate interpretations of the plans and specifications. SCS on-site staff will handle some of these issues in person.

- Prepare sketches or outline approaches required to address field conditions impacting the LFG system.
- Maintain files for correspondence, reports, photographs, requests for information or clarification, and other construction project related documentation, and forward to the Authority and others, as appropriate.
- Conduct a final walk-through inspection of the project, document the substantial completion inspection, and provide a punch-list for completion and issuance of final payment. Distribute final close-out meeting minutes.

Our CQC services anticipate that SCS will perform surveying and materials testing necessary to document the system installation.

One of the advantages of a design/build format is an accelerated construction schedule. Accordingly, SCS believes the Contract Time for the construction phase of the expansion project under a design/build scenario will be approximately 4 consecutive calendar weeks. For budgeting purposes, we have assumed that installation of the LFG extraction wells, collection piping, valves, wellhead connections, and dewatering features will require SCS field staff to be at the site 16 hours per week (on average), for 4 weeks. Because the nature of the LFG system construction project will likely involve periods of more intense construction efforts along with periods of relatively low levels of construction activity, the manpower resources are presented in terms of average weekly labor efforts during the Contract Time. As with any construction administration project, the level of effort required by SCS is directly dependent on the field conditions encountered during construction.

Upon completion of the LFG system installation and start-up, SCS will prepare a Construction Certification Report certifying that the LFG system expansion at the Landfill was installed in accordance with the construction drawings and specifications as well as the solid waste and air quality permit requirements. The final report will be signed and sealed by a Virginia Professional Engineer. The report will present the project objectives, a description of the roles and responsibilities of the parties involved, a discussion of the CQA activities performed, a section on adjustments or changes made in the field, and a review of the applicable permit conditions. The Construction Certification Report will also contain the following information:

- SCS Daily Logs
- Drilling Logs
- Pressure Test Reports
- Construction Photographs
- Record Drawing

The SCS-FS surveyor will provide as-built coordinates and elevation shots for key abovegrade features of the LFG collection system including extraction wells, wellheads, condensate features, valves, etc. SCS will incorporate the as-built markups into AutoCAD format and provide a Record Drawing showing the system layout in plan view as part of the Construction Certification Report. Furthermore, SCS-FS will provide redline markup drawings of the LFG collection system plan showing any project elements that deviated from the final construction drawings.

The Construction Certification Report will include an inventory of LFG system components that have been installed under this project which can be compared with the LFG system features described in the Closure Cost Estimate that reflects the amount of the Facility's financial assurance mechanism. If appropriate, the Facility may be in a position to request a reduction in the projected closure costs since a portion of the LFG system will have been installed ahead of final closure.

2. WORK ORDER SCHEDULE:

SCS is available to commence work on the engineering tasks immediately upon receiving authorization to proceed. Based on our preliminary schedule, the duration for each Task is outlined below:

•	Task 1 – Phase III LFG System Design Documents	2 weeks
•	Task 2 – Phase III Construction Documents	2 weeks
•	Task 3 – Construction Quality Control	4 weeks

3. COMPENSATION:

SCS will be compensated in the lump sum amounts as follows:

•	Task 1 – Phase III LFG System Design Documents	\$ 8,000
•	Task 2 – Phase III Construction Documents	\$ 4,000
•	Task 3 – Construction Quality Control	\$15,000

Total Amount of this Work Order = **\$27,000**

Any work added to the Scope of Services to be performed shall be compensated at SCS' standard fee schedule in effect at the time of performance.

4. **CONTRACT TERMS:** These services will be performed in accordance with the terms of the Comprehensive Agreement between the parties.

11260 Roger Bacon Drive Suite 300 Reston, VA 20190-5282 703 709-0004 FAX 703 709-0268 www.scsengineers.com

SCS FIELD SERVICES

ATTACHMENT B

September 7, 2017

Email: <u>BDick@scsengineers.com</u>

Mr. Robert E. Dick, PE Vice President SCS Engineers 15521 Midlothian Turnpike, Suite 305 Midlothian, VA 23113

SUBJECT: Proposal for the Construction of the Phase IIIB Landfill GCCS Region 2000 Regional Landfill - Livestock Rd Facility, Rustburg, VA

Dear Bob:

SCS Field Services (SCS-FS) is pleased to submit this Proposal for the construction of the above-referenced project.

SCOPE OF WORK

The scope of work is based on the Conceptual Phase IIIB Landfill LFG Collection and Control System Layout Drawings and the Conceptual Design Specifications prepared by SCS Engineers, dated 9/7/17. The scope of work is described below, in the Price Schedule Sheet and in the Assumptions and Conditions.

- 1. Mobilization and Demobilization of SCS-FS Crew.
- 2. 8 EA Gas Wells, (approx. 674 VF) 36" Bore, 8" SCH 80 PVC Casing.
- 3. 8 EA 2 inch Fine Tune vertical Wellheads w/ Orifice Plate.
- 4. Approx. 650 LF 4" SDR 17 HDPE, LFG Collection Piping, Below Grade.
- 5. Approx. 400 LF 6" SDR 17 HDPE, LFG Collection Piping, Below Grade.
- 6. Approx. 580 LF 8" SDR 17 HDPE, LFG Collection Piping, Below Grade.
- 7. Approx. 390 LF 10" SDR 17 HDPE, LFG Collection Piping, Below Grade.
- 8. 1 EA 6" Butterfly Isolation Valve w/ Stem Extension, Below Grade.
- 9. 1 EA 8" Butterfly Isolation Valve w/ Stem Extension, Below Grade.
- 10. Approx. 1,525 LF 4" HDPE Forcemain/ 2" HDPE Airline in Common Trench w/ LFG Header.
- 11. 8 EA 4" Diam. Forcemain and 2" airline stub ups w/ HDPE cap.
- 12. 1 EA 10" HDPE Tie- in to Existing 10" Flange Connection.
- 13. 1 EA Airline and Condensate Forcmain valve.
- 14. 1 EA Forcemain Air Release Valve.

SCS FIELD SERVICES

15. 8 EA. Pneumatic Pumps & Appurtenances QED AP-4 Short.

16. 5 EA. Tie-ins to Existing Laterals.

17. 1 EA 8" HDPE Tie- in to Existing 8" Flange Connection.

18. Site Regrading, Erosion & Sediment Control.

19. Construction Stake Out, As Built.

20. Payment & Performance Bond.

COMPENSATION

SCS-FS would be pleased to construct the project as described for **\$241,392.00** according to the unit prices included in the Price Schedule Sheet (Attachment E). The Unit Prices are based on the attached Assumptions and Conditions for Construction.

Please feel free to contact the undersigned if you have any questions.

Very truly yours,

Guy F. Lewis Vice President SCS FIELD SERVICES

SCS FIELD SERVICES

ASSUMPTIONS AND CONDITIONS FOR THE CONSTRUCTION OF THE 2000 REGION- REGIONAL LANDFILL PHASE IIIB GAS COLLECTION AND CONTROL SYSTEM, RUSTBURG, VA

September 7, 2017

Dust control to be performed by others. If SCS is required to perform dust control, additional fee will apply.

Our price assumes that water for construction and fill materials is available onsite at no charge to SCS-FS.

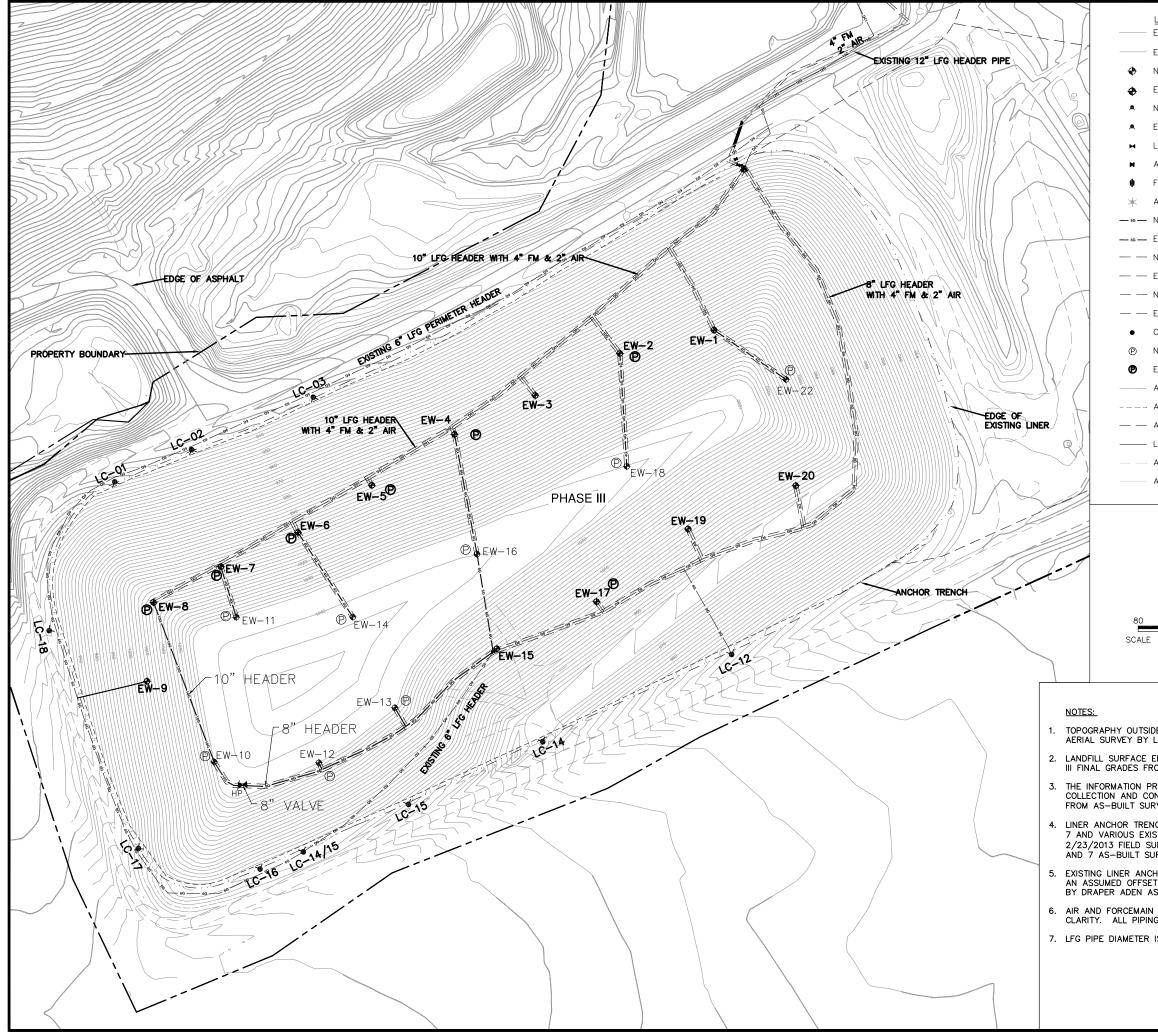
Handling or disposal of any hazardous material, including asbestos is excluded.

Our price excludes revegetation.

SCS' proposal excludes costs due to conditions which differ materially from the information provided by the client, or conditions not reasonably anticipatable considering the nature of the work.

Work may be performed in OSHA Level D protection. Additional health and safety requirements can be provided with adjustment in our price.

This proposal and assumptions and conditions shall become part of a mutually satisfactory contract, agreement or purchase order.



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Attachment Item No. 8

SCS ENGINEERS

ATTACHMENT C-2. WELL SCHEDULE CALCULATIONS FOR PHASE IIIB EXPANSION CONSTRUCTION REGION 2000 REGIONAL LANDFILL - LIVESTOCK ROAD FACILITY

											ACTUAL	
Well ID	Current	Top of	Safety	Bottom of	Tot. Boring	Slotted	Solid Wall	ROI	Max Overlap	Surveyed	Top of	Revised
	Ground Elev	Liner Sys.	Offset	Boring	Depth (FT)	Length	Length	(FT)	Spacing (FT)	Elevation	Liner Sys.	Boring Depth
EW-10	1038	948	15	963	75	59	15	150	260			
EW-11	1038	937	15	952	86	70	15	172	298			
EW-12	1038	955	15	970	68	52	15	136	235			
EW-13	1038	941	15	956	82	66	15	164	284			
EW-14	1041	936	15	951	90	74	15	180	311			
EW-16	1040	930	15	945	95	79	15	190	329			
EW-18	1036	920	15	935	101	85	15	202	349			
EW-22	1007	916	15	931	76	60	15	152	263			
				Total (ft):	673	545					Total (ft):	C

Notes:

1. Current Landfill Surface elevations are assumed values anticipated to be achieved by October 2017, based on proposed Phase III final grades depicted on the Permit Drawings.

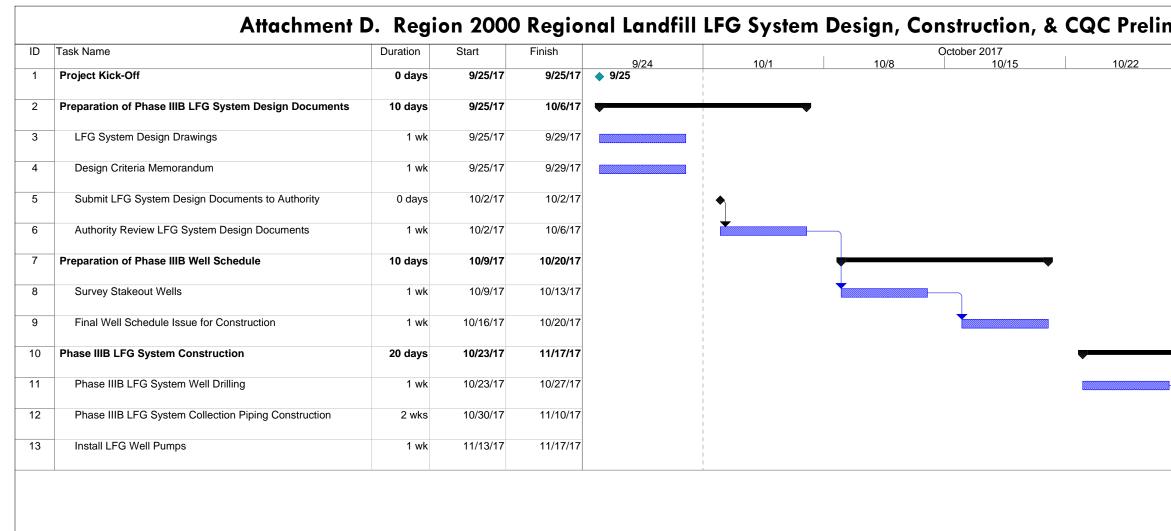
2. Phase III Top of Liner system elevations are based on drawing Sheet 12 dated 10/2/2006 by Joyce Engineering, Inc.

3. Solid wall length does not include 5' well riser stick-up abovegrade.

4. Slotted pipe length is equal to total well depth minus solid wall length minus 1 foot.

5. Radius of Influence (ROI) is equal to 2x total boring depth.

6. Maximum overlap spacing is equal to 1.73 x ROI.



	Task		Rolled Up Progress		Inactive Task		Duration-only		E
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Project: 02195001.08 Date: 9/7/17	Summary	▼▼	External Tasks		Inactive Milestone		Manual Summary	•	Pr
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Attachment Item No. 8

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ATTACHMENT E. LFG SYSTEM DESIGN, CONSTRUCTION, & CQC COST SCHEDULE

PHASE III LANDFILL GAS COLLECTION AND CONTROL SYSTEM EXPANSION REGION 2000 REGIONAL LANDFILL - LIVESTOCK ROAD FACILITY

Date: 9/7/17

No.	Item Description	Quantity	Unit	Unit Price	Total Cost
1	Mobilization/Demobilization	1	LS	\$18,000	\$18,000
LFG	EXTRACTION COMPONENTS & WELLFIELD INFRASTRUCTURE				
2	LFG Extraction Wells - 8" SCH 80 PVC	673	VF	\$94	\$63,262
4	LFG Extraction Wellheads - 2" Standard	8	EA	\$750	\$6,000
5	4" Dia. LFG Collection Piping (Below Grade)	650	LF	\$23	\$14,950
6	6" Dia. LFG Collection Piping (Below Grade)	400	LF	\$26	\$10,400
7	8" Dia. LFG Collection Piping (Below Grade)	580	LF	\$32	\$18,560
8	10" Dia. LFG Collection Piping (Below Grade)	390	LF	\$38	\$14,820
9	6" Dia. LFG Isolation Valves (Below Grade)	1	EA	\$1,800	\$1,800
10	8" Dia. LFG Isolation Valves (Below Grade)	1	EA	\$2,800	\$2,800
LFG	WELLFIELD DEWATERING SYSTEM INFRASTRUCTURE				
11	4" Dia. Condensate Forcemain / 2" Airline in Common Trench w/ LFG Header	1,525	LF	\$7	\$10,675
12	4" Dia. Condensate Forcemain / 2" Airline stub ups	8	EA	\$250	\$2,000
13	4" Dia. DewateringForcemain Isolation Valve	1	EA	\$1,800	\$1,800
14	2" Dia. Airline Isolation Valve	1	EA	\$750	\$750
15	Forcemain Air Release Valve	1	EA	\$1,200	\$1,200
16	Pneumatic Pumps & Appurtenances QED AP-4 short	8	EA	\$5,900	\$47,200
TIE-I	N CONNECTIONS & TERMINATIONS				
17	Tie-In to Existing 8" Header	1	EA	\$900	\$900
18	Tie-In to Existing 10" Header	1	EA	\$1,200	\$1,200
19	Tie-In to Existing Laterals	5	EA	\$500	\$2,500
MISC	CELLANEOUS				
20	Regrading, E&S Controls	1	LS	\$11,000	\$11,000
21	Construction Stake Out, As-builts	1	LS	\$7,300	\$7,300
22	Payment & Performance Bond	1	LS	\$4,275	\$4,275
	TOTAL CONSTRUCTION COST				\$241,392
	TOTAL ENGINEERING COST				\$27,000
	TOTAL ENGINEERING AND CONSTRUCTION COST				\$268,392

Note:

1. This estimated construction cost to install the LFG System is based on the Phase IIIB LFG System Layout Drawing and the Conceptual Design Specifications, prepared by SCS Engineers, dated 9/7/17, respectively.