



**Region 2000 Services Authority**

**Location**

Haberer Bldg.  
47 Courthouse Lane  
Rustburg, VA 24588

**Date | Time**

April 27, 2016  
2:00 p.m.

**AGENDA**

1. Welcome.....Kim Payne, *Chair*
2. Public Comment Period.....Kim Payne, *Chair*
3. Approval of Minutes: January 27, 2016 & March 28, 2016.....Kim Payne, *Chair*
4. Financial Report & FY17 Budget Consideration.....Rosalie Majerus | Clarke Gibson
5. Gas Collection Contract.....Bill Hefty | Clarke Gibson
6. Air Quality Monitoring Proposal.....Bob Dick | Clarke Gibson
7. Property Protection Program.....Gary Christie
8. Citizen Representative.....Gary Christie
9. Report from the Director.....Clarke Gibson | Gary Christie
10. Election of FY 17 Officers.....Kim Payne
11. Recognition and Appreciation of Kim Payne.....All
12. Information Item:

**Next Scheduled Regular Meeting:** July 27, 2016 – 2:00 p.m.  
Haberer Building, Rustburg, VA

## Region 2000 Services Authority

**Location** - Haberer Bldg., 47 Courthouse Lane, Rustburg, VA 24588

**Date | Time** - April 27, 2016, 2:00 p.m.

### Executive Summary

1. **Welcome**
2. **Public Comment Period**
3. **Approval of Minutes: January 27, 2016 & March 28, 2016**  
(See Attachments 3a & 3b)
4. **Financial Report & FY17 Budget Consideration**  
(See Attachments 4 & 4e)

Rosalie Majerus, Deputy Director of Finance, Region 2000 Local Government Council, will present the year-to-date financial report as of March 31, 2016.

Clarke Gibson will present a summary of the proposed FY 2017 Budget.

#### Summary of Proposed FY 2017 Budget:

- a) Revenue Tonnage Projection:  
205,346 tons, no change from FY 2016
- b) Revenue:  
\$7,226,646; 0.3% increase over FY 2016, increase due to agreed tipping fee increase to equalize two contract rates with the market rate
- c) Operating Expenses:  
\$6,099,452; 2% Decrease from FY 2016
- d) Total Expenses:  
\$7,226,646; 0.3% increase over FY 2016
- e) Proposed Employee Salary Increase and additional positions:  
(See Attachment 4e)

A 2% employee salary increase has been included in the proposed FY 17 budget.

Two additional positions, an Environmental Technician and an Assistant Operations Manager, are included in the proposed FY 2017 budget.

- f) Disposal Cost of service:  
\$28.75 - no increase
  
- g) Propose Tipping Fee:  
Member Rate: \$28.75 per ton, no increase  
Market Rate: \$38.75 per ton, no increase
  
- h) Contract Rate:  
\$38.75 per ton, no increase. As agreed, a \$2.00 per ton increase in the contract rate was applied annually until the contract rate equaled the market rate. Two customers were paying the contract rate.
  
- i) Excess Revenue:  
\$1,322,944; 1.6% increase over FY 2016  
  
\$404,821 proposed to be distributed to City of Lynchburg, \$918,123 proposed to be distributed to Campbell County.

## 5. Gas Collection Contract (See Attachment 5)

In October 2015 the Services Authority received an unsolicited proposal from SCS Engineers to install a Gas Collection System at the Livestock Road landfill. The Authority accepted the proposal and solicited other proposals through advertisements and public notices. No other proposals were received. A public hearing was held on March 27, 2016 as required.

Clarke Gibson, Bill Hefty and SCS Engineering has completed the negotiations and will discuss with the Authority a proposed contract summary.

**Recommended Action:** Staff recommends the following motion –

“I move that the Board approve a Comprehensive Agreement with SCS Engineers to design, build and operate a landfill gas collection system at the Livestock Road Facility in the amount of \$957,280 for the initial design and construction, and authorize the Landfill Director to execute the Agreement in a form acceptable to the Authority’s attorney.”

## 6. Air Quality Monitoring Proposal

SCS Engineers will present a proposal for additional air quality monitoring at the Livestock Road Regional Landfill and surrounding neighborhoods.

## **7. Property Protection Program**

(See Attachments 7a & 7b)

From comments received at the March 2016 Region 2000 Services Authority Board Meeting, staff offers the following suggestions, as attached.

## **8. Citizen Representative**

(See Attachment 8)

Staff submits for review of the Board a draft *Region 2000 Services Authority Citizen Advisory Representative* policy, as attached.

## **9. Report from the Director**

Clarke Gibson will present on the following:

- a) Tonnage Report (See Attachment 9a)
- b) Odor Neutralization Report
- c) DEQ Quarterly Inspection Report - Livestock Road (See Attachment 9c)
- d) DEQ Quarterly Inspection Report – Concord Turnpike (See Attachment 9d)
- e) Update to CY 2015 Recycling Program Activities (See Attachment 9e)
- f) Update on Strategic Planning Process

## **10. Election of FY 17 Officers**

Staff offers for consideration and approval of the Board the following list of officers for the period of July 1, 2016 – June 30, 2017 (FY17):

**Chair** – Frank Rogers, Campbell County  
**Vice Chair** – Lynchburg Representative  
**Treasurer** – Susan Adams, Appomattox County  
**Secretary** – Gary Christie

## **11. Recognition and Appreciation of Kim Payne**

In recognition of his service to the Region 2000 Services Authority, the Board and Staff would like to thank Mr. Payne for his time, commitment and leadership to the Authority.

## **12. Information Item:**

**Next Scheduled Regular Meeting:**

**July 27, 2016** – 2:00 p.m.

Haberer Building, Rustburg, VA



**Location**  
Haberer Bldg.  
47 Courthouse Lane  
Rustburg, VA 24588

**Date | Time**  
January 27, 2016  
2:00 p.m.

**DRAFT MINUTES**

**Board Members Present**

Steve Carter ..... Nelson County  
Kim Payne..... City of Lynchburg  
Frank Rogers..... Campbell County  
John Spencer (for Susan Adams)..... Appomattox County

**Others**

Robert Arthur ..... Region 2000  
Emmie Boley ..... Region 2000  
Gary Christie ..... Region 2000  
Susan Cook ..... Region 2000  
Robert Dick ..... SCS Engineers  
Clarke Gibson ..... Region 2000  
Larry Hall ..... Region 2000  
Gaynelle Hart ..... City of Lynchburg  
Bill Hefty ..... Hefty, Wiley, & Gore  
Lynn Klappich ..... Draper Aden Assoc.  
Rosalie Majerus ..... Region 2000  
Candy McGarry ..... Nelson County  
Clif Tweedy ..... Campbell County  
Ashlie Walter ..... News & Advance  
Felicia West ..... Region 2000

**1. Welcome**

Kim Payne welcomed everyone and opened the meeting at 2:00 p.m.

**2. Public Comment Period**

Jon Hardie, a Rustburg resident, spoke to the Authority, representing both himself and the Landfill Citizens Group. Mr. Hardie addressed odor issues that the residents living near the landfill are faced with.

### **3. Approval of Minutes of October 28, 2015**

The motion was made by Frank Rogers to approve the October meeting minutes, with a correction to Item 5 relating to the vote to authorize completion of construction documents and bid of the lateral expansion. The vote was 3 to 1 in favor, not unanimous, with Frank Rogers voting against. John Spencer seconded the motion, and the minutes were unanimously approved as corrected.

### **4. Financial Report**

Adam Duncan, of Robinson, Farmer, Cox Assoc. presented the Services Authority audit report for 2015.

The motion was made by John Spencer, and seconded by Frank Rogers, to accept the audit report. The motion was approved unanimously.

Rosalie Majerus reviewed the Year to Date Financials that were included in the meeting packet.

Kim Payne voiced confusion over the reimbursable position for the recycling program manager, split between Lynchburg and Campbell County. Emmie Boley explained that 40% of Diane Dodd's position as recycling program manager is billed to Campbell County and 40% to Lynchburg. Clarke Gibson explained that Ms. Dodd provides education regarding recycling upon request to schools and city groups. Also, each year she conducts a recycling survey. She sends out about 800 surveys each year and works with business to collect their individual recycling data. She compiles all of the information and prepares the recycling rate report that is sent to the DEQ each year. The mandated recycling rate is 25%, and last year the Region was over 30%.

### **5. Recent Odor Mitigation Efforts Update**

Clarke Gibson gave a brief overview of efforts to date:

- a) Odor testing
- b) Pilot scale gas collection system
- c) Increased capacity of flare unit
- d) Odor neutralization misting system, evaluating three different systems
- e) Odor canon blowing mist over the perimeter
- f) Working face is covered daily with posi shell
- g) Run a dust control truck throughout the day, with an odor neutralizer added
- h) A 10 – 15 ft. berm has been built adjacent to the neighborhoods; increasing the size of the berm will be evaluated for odor control

Mr. Gibson asked the Authority to authorize purchasing of the misting system. Installation and equipment cost is approximately \$75,000. Annual operating cost is about \$75,000.

Bill Hefty advised that the system could be procured as a small purchase after obtaining three quotes.

Frank Rogers made a motion that staff be directed to proceed with acquisition of the misting system as discussed. The motion was seconded by John Spencer.

Steve Carter stated that Nelson County is not opposed to the mitigation of the odors, but is opposed to the whole collective system and the means that will be proposed to pay for it. He asked Bob Dick of SCS if he felt that this needed to be done now. Mr. Dick answered that he endorses the current motion to proceed with purchasing the misting system.

Clarke Gibson advised that there is available money in the 2015 Bond to purchase the misting system and get it running. Mr. Payne suggested that the Authority use the capital reserve fund.

Frank Rogers amended the motion to purchase the misting system, as soon as possible, and pay for it from the capital reserve. The motion was seconded by John Spencer, and the motion was approved unanimously.

A motion was made by Frank Rogers, and seconded by Steve Carter, to purchase two odor canons for \$50,000, also with capital reserves. The motion was carried unanimously.

Rosalie Majerus recommended taking funds from the Operational and Maintenance Reserve to pay for the additional capital cost incurred for the landfill gas pilot study.

Steve Carter made a motion, seconded by Frank Rogers to use the O & M Reserve for the additional \$34,724 already spent. The motion was unanimously approved.

Kim Payne asked for a complete report in April on the total spent to date on odor mitigation.

Frank Rogers stated that he would like to go on record as wanting the Authority to be the national leader in odor mitigation.

## **6. Gas Extraction System**

Bob Dick gave a brief overview of his report on observations of the landfill operations, which included sampling of the landfill gas produced within the waste mass and a pilot study gas collection system. The conclusion that landfill gas is being produced by the accumulated biomass seems to be the predominant cause of malodorous odors from the facility. Among his recommendations, Mr. Dick suggested continuing with the strategies and technologies that are being both evaluated and pursued. He summarized by stating that the absence of a comprehensive full scale landfill gas collection and control system in Phase III continues to be needed and recommended.

Clarke Gibson reported that the summary from Burns McDonnell in regard to the 3<sup>rd</sup> party unsolicited proposal from SCS for a landfill gas collection and control system was that it meets the requirements of the Authority's adopted PPEA policy and recommends that we move forward with the procurement process for installing the permanent landfill gas extraction system.

Bill Hefty advised that the PPEA requires that the Authority advertise for at least 45 days for competing proposals. He recommended using an RFP.

Frank Rogers made the motion that the Board accept the unsolicited proposal of SCS Engineers for the implementation of a landfill gas collection and control system, which was submitted on October 26, 2015 pursuant to the guidelines adopted by the Board under the Public-Private Educational and Infrastructure Act of 2002, and authorize the staff to solicit competing proposals

pursuant to the guidelines through the use of competitive negotiation. A second to the motion was made by John Spencer, and the motion carried 3-0-1, with Steve Carter abstaining.

Clarke Gibson advised that there are available funds in the 2015 bond to install the system as proposed. Kim Payne suggested checking with bond council before April, to be sure that the bond allows for this.

Mr. Gibson also reported that he is recommending proceeding with the partial permanent cap for Phase III. At the April meeting he would like to bring an engineering proposal to begin the construction documents and the bidding process to install the partial permanent cap. Payment for this will come from the closure/post closure reserve funds.

Frank Rogers made a motion to approve proceeding with the partial permanent cap. A second was made by John Spencer, and the motion carried unanimously.

Clarke stated that he would ask Draper Aden to prepare a task order to begin the construction documents for the partial permanent cap for Phase III. Ideally the gas collection system would go in first, and the cap would be built around the gas system. He feels that the gas extraction system can be in by November/December of this year. Construction of the cap could probably begin the beginning of FY 2018.

## **7. General Operational/Financial Principles**

Kim Payne thank Rosalie Majerus for drafting the document, and asked if anyone had any comments on them. Steve Carter offered that Nelson County is opposed to the hosting provision but is ok with everything else. He added that their attorney feels that the Authority cannot offer the hosting provision without amending the Member Use Agreement. Bill Hefty stated that his opinion is that the Authority can do this, if they so choose.

Mr. Payne noted that different tenses were used in the document. He advised that the present tense should be used consistently. In the first sentence on page 4, in reference to establishing tipping fees, it should be clear that the tipping fees are for the member localities. On page 5, in the paragraph beginning with excess revenue, he advised that the last sentence that talks about the host fee should be in a separate paragraph.

Mr. Payne suggested separating the paragraph referencing host fees, with the understanding there is some disagreement about it, with the understanding that this paragraph might be challenged.

A motion was made by John Spencer to adopt the policies as amended, and seconded by Frank Rogers.

Steve Carter asked what the basis, or formula, is for the host fee. Clarke Gibson answered that the host fee is typical for landfills. Mr. Carter disagreed with this premise.

The motion on the floor was then changed to remove the paragraph referencing the host fee, and the motion was unanimously approved.

A motion was then made by Frank Rogers to amend the policies to add the paragraph back in, and seconded by John Spencer. The motion carried 3-1, with Steve Carter opposed.



## **8. Bid results for New Cell IV**

Clarke Gibson presented the bids for the New Cell IV and May 2015 Bond Funds. He reported that Sargent Corporation presented the low bid in the amount of \$5,689,301.90.

Frank Rogers expressed concern that the financial policies were not addressed with a little more certainty, and that the Authority is doing everything that it possibly could about odor before proceeding with additional construction.

The Authority offered an expression of support for the gas extraction system, without a formal vote. Authority members in favor of this show of support were Kim Payne and John Spencer. Not in favor was Steve Carter.

Steve Carter made a motion, seconded by Kim Payne, to accept the low bid. The motion was unanimously approved.

## **9. Reimbursement Resolution**

Gary Christie advised that the Reimbursement Resolution was approved in concept in April, 2015, when the 2015 bond was approved. The actual paper document was included in the meeting packet.

Frank Rogers made a motion to approve the Reimbursement Resolution, which allowed for spending money from the capital fund and reimbursing the Authority with proceeds of the 2015 bond. Steve Carter seconded the motion, and the vote was unanimous.

## **10. Longer Range Solid Waste Disposal Options**

Lynn Klappich, of Draper Aden Associates, reported that the current landfill will reach capacity somewhere in the 2027 – 2029 timeframe. In order to give the Authority time to plan and implement the next step relative to future disposal, the time to start planning is late 2016 – 2017. At the last meeting the Authority asked that she come back with a proposal outlining various steps that would need to be taken to implement the strategic planning process. She presented a work plan consisting of four tasks as follows:

- Task 1 – Establishment of Project Framework
- Task 2 – Technical Evaluation
- Task 3 – Financial and Non-economic criteria evaluation
- Task 4 – Final report preparation

The work plan would require a project team consisting of Draper Aden and two sub consultants working with the Authority staff. The efforts of the sub consultants would depend on what the Authority determines is important to evaluate. The two consultants include Burns and McDonnell and Coker Composting.

During the last meeting there was discussion about establishing a committee (working group) relating to the citizen's advisory group, establishing core principles and making sure before the planning process is launched that clear goals and objectives are established. Under the work plan, the Authority will be responsible for establishing a planning committee, would determine the most effective mechanism for citizen involvement, and would establish core principles, goals, and objectives. Ms. Klappich suggested looking into including other localities and institutions in the working group as discussed during the prior meeting.

Moving forward, Ms. Klappich felt that the committee may want to consider some kinds of waste reduction technologies in addition to disposal options.

Mr. Payne asked Ms. Klappich to firm up a proposal on Task 1. In the meantime, the planning committee would begin to meet.

Steve Carter made a motion to proceed with Task 1 with administrative approval. John Spencer seconded the motion, and it was approved unanimously.

Mr. Payne asked Gary Christie to send a message to other members of Region 2000 to inform them that we will begin this process and they are welcome to join the discussion.

#### **11. FY 17 Budget Preliminary Review**

Clarke Gibson presented the proposed FY 2017 budget at \$7,226,646 and summary. The proposed budget has no increase for the member or commercial tipping fee. The budget will be presented in April for final approval.

#### **12. Director's Report**

- a. Tonnage Report – tonnage is on target with the budget.
- b. DEQ Quarterly Report – Mr. Gibson will add this to the Director's Report at each meeting. The December 9 inspection showed that the landfill is in compliance.
- c. Air Permit for Lateral Expansion – The DEQ held a public hearing on January 6, and they received written and oral comments. They are in the process of addressing and responding to each of these comments. He is expecting the permit to be issued soon.

#### **13. Comments from Members**

- 1) Frank Rogers advised the Authority that at the next Campbell County Board of Supervisors meeting on February 2 Mr. Hardie will be presenting on behalf of the citizens' group.
- 2) Kim Payne advised that he has spoken with Clif Tweedy and Dave Owen about spending a day at the Livestock Road Landfill observing their operations and seeing whether or not they had any ideas.

There being no further business, the meeting adjourned at 4:20 p.m.

The next meeting will be held on April 27, 2016, 2:00 p.m. in the Haberer Building, Rustburg, Virginia.

# **Region 2000 Services Authority Fiscal Policy Guidelines**

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### **Objectives**

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### **Debt Management Policy**

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## **FISCAL POLICY GUIDELINES - OBJECTIVES**

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practice of the Authority. A fiscal policy that is adopted, adhered to, and regularly reviewed is recognized as the foundation of sound financial management. Effective fiscal policy:

- Contributes significantly to the Authority's ability to prepare for and insulate itself from fiscal crisis by being able to better manage stressful financial internal and external events,
- Enhances the ability to obtain short-term and long-term credit financing by helping to achieve the highest credit and bond ratings possible,
- Promotes long-term financial stability by establishing clear and consistent guidelines,
- Directs attention to the total financial picture of the Authority rather than single issue areas, and
- Promotes the view of linking long-run financial planning with day-to-day operations.

To these ends, the following fiscal policy statements are presented.

## **Reserve and Fund Policies**

**Closure and Post-Closure Reserve Fund:** This fund provides for the cost of capping completed areas of the landfill and at the end of the landfill's useful life to completely close any remaining area, install all monitoring and collection systems and perform all post-closure care activities per regulatory requirements. Contributions will be made to this Reserve on an annual basis as an operating expense.

**Equipment Replacement Reserve:** This fund provides for the future purchases, and regularly scheduled replacement of major operating equipment in an orderly fashion as to minimize annual operating costs, maximize any trade-in or surplus value, and to provide for the best overall purchasing value. Contributions will be made to this Reserve on an annual basis as an operating expense. Salvage value of retired equipment will also flow through this reserve.

The purpose is to stabilize the impact of equipment purchases on the operating fund. Contributions out of the operating fund are leveled out even though the cost of required equipment replacements could vary significantly from year to year.

**Environmental Remediation Reserve:** The Authority has chosen to establish a separate reserve fund to address potential environmental remediation issues. Annually, \$50,000 will be contributed to this fund. The funds in the reserve will be available for the Authority to use for other purposes or to distribute to the member jurisdictions, if there is a balance in the reserve at the end of the Landfill life. However, if an environmental remediation issue occurs and the expense exceeds the balance of the remediation fund, the Authority would have to find other funding sources for addressing the environmental remediation. Contributions will be made to this Reserve on an annual basis as an operating expense.

**Operating and Maintenance Reserve:** The authority will provide an Operating and Maintenance Reserve fund (O &M) in an amount equal to not less than 90 days of its projected expenses (excluding debt service), net of reimbursable expenses and interest income, as prescribed in the current fiscal year's budget. The O & M Reserve will be established as separate account and will be used to the extent the Board does not desire to use other available funds to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its net expenses. The reserve contribution will not be included in the calculation of the cost of service rate since the contribution originate from revenues generated from member jurisdiction in excess of the cost of service rate.

**Debt Service Reserve:** Funds in this account will be used to pay debt service owed by the Authority. This account will be funded by the Member Jurisdictions contributions as determined by the Member Use Agreement and the schedule of payments set forth by the Bondholders. An amount sufficient to satisfy the debt service payment will be budget each fiscal year until the debt service is satisfied and no further payment is required as set forth in the bond documents. Contributions will be made to this Reserve on an annual basis as an operating expense.

**Future Disposal Planning Reserve:** Funds in this account will be used for future planning and feasibility studies related to disposal options once the Lynchburg and Campbell landfills reach capacity. Contributions will be made to this Reserve on an annual basis as an operating expense.

## **Debt Management Policy**

- The Authority will not use long-term debt to fund current operations.
- The Authority will not use short-term borrowing to fund current operations.

Whenever the Authority finds it necessary to issue revenue-supported bonds, the following guidelines will be adhered to:

1. The term of any revenue-supported bond issue will not exceed the useful life of the capital project/facility or equipment for which borrowing is intended.
2. Revenue-supported bonds will be structured to allow equal or declining annual debt service payments over a term not to exceed the life of the project being financed.

## **Operating Budget Policies/Guidelines**

On or before each March 1, the Authority shall (a) adopt its Annual Budget for the ensuing Fiscal Year, which shall include, without limitation, projected Operating Costs and Operating Revenues, taking into account Tipping Fees established by the Board.

The Authority shall establish its Member Tipping Fees for any given Fiscal Year in an amount (based upon the Authority's projection of total tonnage for the upcoming Fiscal Year) that will provide Operating Revenues at a minimum sufficient to pay (1) all Operating Costs (excluding Debt Service Payments) less existing surplus funds above a reasonable operating reserve established by the Authority that are available to pay such Operating Costs, plus (2) 1.15 times any Debt Service Payments due in the upcoming Fiscal Year or any higher coverage level required in connection with any of the Authority's outstanding Bonds plus (3) 1.0 times any Debt Service Payments due in the upcoming Fiscal Year with respect to Subordinate Bonds. Once so established, the Tipping Fees may be adjusted from time to time during a Fiscal Year to correct an error in calculation or projections of tonnage or to prevent a default in the payment of the principal of, or the premium, if any, or interest on, any Bonds of the Authority, but a minimum of sixty (60) days' notice of any proposed increase in the Tipping Fees must be provided to the Member Jurisdictions and their Designated Haulers. In addition, notwithstanding any contrary provision of this Agreement, the Authority shall revise its charges as often as may be necessary so as to produce revenues sufficient at all times to pay the Operating Costs and Debt Service Payments, unless other funds are available for such purposes.

The Authority shall set the Tipping Fees for Private Haulers on a cost – plus methodology, which will allow the Authority to recover the cost of service as well as to allow the Authority to

create a capital or other reserve fund or to reimburse the Member Jurisdictions for their capital and other costs. The Authority may set varying fees for Private Haulers based on factors such as annual tonnage disposed, character of the waste and multi-year contracts.

The Authority shall determine what charges, if any, shall apply to Businesses and Residents using the Facilities.

1. The Authority will budget for all current operating expenditures to be paid for with current operating revenues.
2. The management and operations staff should, not only during the preparation of the budget but in the budget execution, use due care and promote cost savings and operating efficiencies at all times especially during periods of revenue shortfalls.
3. In preparing its annual budget, the Authority will base its revenue and expenditure projections on historic performance while also taking into consideration current trends, events and developments in regulatory and environmental activities.
4. One-time or other special revenues will not be used to finance continuing Authority operations, but instead will be used for funding specific one-time projects.
5. The Authority will prepare quarterly financial statements showing the progress of budget estimates compared to actual results. These quarterly reports and the Authority's budgets are prepared on a cash flow or modified cash flow basis and differ from the final audited year end reports.

“Excess Revenue” means the sum of the incremental difference between the revenue contribution of the existing Lynchburg and Campbell contracts and market rate customers (all private haulers) beyond the cost of service disposal fee. Excess Revenue will be distributed to Lynchburg and Campbell, respectively, based on the amount of Facility air space contributed, respectively to the Authority. The amount of excess revenue will depend upon the cost of service rate each year and therefore will vary based on both the incoming tonnage and disposal rates.

Once the current air space is consumed, the Authority will distribute 75% of Excess Revenue to the current Landfill host and 25% will be retained to use for future planning, as a means to self-fund projects, or any other item approved by the Board.

“Operating Costs” means all actual costs of the Authority properly allocable to acquiring, constructing, equipping, maintaining and operating the Facilities as set forth in the Annual Budget, including, but not limited to:



- (1) Salaries and fringe benefits of employees;
- (2) Utilities, fuel, equipment (including but not limited to trucks and heavy equipment) tools and supplies;
- (3) All costs incurred for engineering services, and other services, which may include design, permitting, operation, testing, monitoring, closure, post-closure and corrective action;
- (4) All costs for compliance with all permit conditions and compliance with Applicable Law, including costs for treatment and disposal of leachate or materials inappropriately disposed or delivered to the Facilities;
- (5) Debt Service Payments;
- (6) All costs incurred for legal services, which may include zoning, permitting, financing, issues related to the operation of the Facilities, and defense of claims brought against the Authority;
- (7) Insurance costs and the costs of bonds, letters of credit, escrows or other Financial Assurance or allowance for environmental monitoring and assurance, closure, post-closure or property value guarantees, or for compliance with Applicable Law;
- (8) Capital Expenditures necessary for compliance with Applicable Law, Capital Expenditures necessary for normal maintenance and reasonable periodic expansion of improvements to the Facilities, and Capital Expenditures incurred in connection with Uncontrollable Circumstances;
- (9) Purchase and maintenance costs of equipment and maintenance of the Facilities;
- (10) All accounting and bookkeeping fees and charges;
- (11) All costs associated with uncollectible accounts;
- (12) All amounts required to be paid by the Authority to create funds required by an Indenture, or to replenish deficits in any such funds;
- (13) Any fees fines or costs which may be imposed by the DEQ or any other federal, state or local agency or department having jurisdiction, whether intermittently or on an annual basis.
- (14) Any payments made to Virginia's Region 2000 Local Government Council or other governmental entity for services provided to the Authority.

- (15) Amounts paid to reserve accounts created by the Authority to maintain such accounts at required levels.

“Operating Revenues” means all income and revenues derived by the Authority from the ownership or operation of the Facilities, but excluding any payments of a Member Jurisdiction’s Pro Rata Share.



**Location**  
Haberer Bldg.  
47 Courthouse Lane  
Rustburg, VA 24588

**Date | Time**  
March 28, 2016  
2:00 p.m.

**DRAFT MINUTES**

**Board Members Present**

Steve Carter ..... Nelson County  
 Kim Payne, *Chair* ..... City of Lynchburg  
 Frank Rogers ..... Campbell County  
 John Spencer (for Susan Adams) ..... Appomattox County

**Others**

Robert Arthur ..... Region 2000  
 Emmie Boley ..... Region 2000  
 Gary Christie ..... Region 2000  
 Susan Cook ..... Region 2000  
 Robert Dick ..... SCS Engineers  
 Clarke Gibson ..... Region 2000  
 Bill Hefty ..... Hefty, Wiley, & Gore  
 Lynn Klappich ..... Draper Aden Assoc.  
 Rosalie Majerus ..... Region 2000  
 Candy McGarry ..... Nelson County

**Public Hearing**

**1. Welcome**

Chairman Kim Payne welcomed the Authority members and the audience and opened the Public Hearing on the use of PPEA procurement to secure a gas collection system for the Livestock Road landfill.

**2. Public Hearing on the Use of the PPEA process to procure a gas collection system**

Mr. Bill Hefty introduced the PPEA concept and described how its procurement process worked as a design build process allowing localities to build infrastructure more quickly. Mr. Kim Payne described the alternate procurement process if the PPEA concept was not used.

Mr. John Hardee encouraged the Authority to reach out to other companies and not simply accept the proposal received from SCS.

Mr. Sam Padilla asked if the Authority has a Plan B in the event that this gas collection system doesn't work.

Mr. Robert Thomas suggested that there be a person assigned to gather and distribute information to the citizen's committee.

The Public Hearing was then closed.

The Authority discussed having a third party, like Draper Aden, inspect the installation of the gas collection system.

## **Called Meeting**

### **1. Overview of Odor Mitigation efforts and posi-shell cover Expenditure Consideration**

Clarke Gibson reported on the recent work regarding an upgraded flare which is burning off 125-150 cu/ft. of landfill gas per minute. He reported that a deodorizing system is now in place.

Mr. Gibson asked that the Authority expend an additional \$70,000 to cover the portions of the landfill nearest the residential area with a cement fiber sealant (posi-shell) layer as an additional step to keep landfill gasses from migrating to that area once these areas reach final grade. Upon a motion by Mr. Rogers, seconded by Mr. Spencer, the Authority unanimously authorized the expenditure as recommended.

There being no further action items, the Chair adjourned the called meeting.

## **Work Session**

The Chair called the Authority into a work session and informed those in attendance that any action from this work session would take place at a subsequent meeting.

### **1. Property Value Protection Program**

Mr. Bill Hefty described the Property Value Protection Program that he and Gary Christie had drafted. Key components include:

- a. A map would be developed identifying properties within a 5,000 ft. radius of the landfill.
- b. Only residents who own and live on the properties are eligible to participate.
- c. Payments to residents for the difference between the appraised value and sales price are proposed not to exceed \$50,000.

- d. The independent appraisal would be done as if the landfill was not there.
- e. The Program would end 2 years after the landfill closes.

Comments included:

- Prioritizing payments based on length of ownership in the home.
- Are there criteria that we can use to purchase properties outright?
- Staff should be able to approve applications of less than \$50,000.
- A draft of the proposed plan and the Roanoke's plan should be posted on the Authority's website.
- What should the radii to the landfill be that would qualify for the program?

The Authority asked staff to continue work on the proposed program and include it on the next meeting's agenda. The Authority also encouraged time on the meeting agenda for citizen comments related to the Property Value Protection Program

## **2. Citizen Representative to the Authority**

Chairman Payne opened the discussion on the idea of a Citizen Representative to the Authority. Ideas included:

- a. Non-voting liaison
- b. Not involved in closed session items
- c. Ask the members of the community to select more than one name for consideration
- d. Perhaps every jurisdiction should have a citizen representative
- e. Should be selected by the Authority
- f. An alternate would be welcomed when the Representative is unable to attend
- g. The Authority desires all information to be shared and the Citizen Representative can help keep the citizens informed and involved.

The Authority asked staff to develop a list of roles of the liaison.

## **3. Update on Air Permit**

Mr. Gibson reported that DEQ has issued the Air Permit for Phase IV.

## **4. Discussion on Excess Revenue Payments**

Mr. Hefty reported that he has discussed the Master Agreement language with the Nelson County Attorney. Mr. Hefty circulated an opinion that, for the current property which has been permitted by DEQ as a landfill, the Excess Revenue payments are appropriate as would a Host Fee be allowed under the agreement. Mr. Hefty's opinion is that additional property, such as the Bennett property, would need an amendment to the Master Agreement for payments to Campbell County or other jurisdictions.

## **5. Other Matters**

### **A. Services to Appomattox during the Tornado**

John Spencer complimented Mr. Gibson and his team for their assistance and services during the storm event.

### **B. Review of Odor Mitigation spending to date**

Rosalie Majerus and Emmie Boley reviewed a summary of the spending related to odor mitigation. Dan Siegel has confirmed that the gas collection system expenditures can be taken from the May 2015 bond.

### **C. Next Meeting: April 27, 2016**

Cost of LFG Control and Phase IV

	Use of Bond Funds	FY16 Operating Expenses	O & M Balance and Use
O & M Reserve Balance			\$ 1,311,162.00
LFG Pilot Costs authorized from O&M Reserve			\$ (114,724.00)
90 Days estimated reserve ( Can be used If Board Approves)			\$ (925,404.00)
Available O & M Reserve			\$ 271,034.00
<b>Costs</b>			
<b>Operations</b>			
<b>Vapor System</b>			
Odor Materials through February 2016		\$ 85,490.17	
PO Byers Scientific Odor Chemical		\$ 28,875.00	
PO Dust Control Tech - Odor Boss 60G Chemical		\$ 2,847.00	
		\$ -	
		<u>\$ 117,212.17</u>	
<b>Landfill Gas System</b>			
LFG Engineering Costs FY16 Through 2/29/16		\$ 93,496.13	
4 months maintenance for Pilot system-March/June		\$ 15,000.00	
		<u>\$ 108,496.13</u>	
		<u>\$ 70,000.00</u>	
Posi-Shell Temporary Slope Seal			
		<u>\$ 295,708.30</u>	
<b>Operating Expenses for FY16 for Odor Control</b>			
		<u>\$ 295,708.30</u>	
<b>Capital</b>			
<b>Vapor System</b>			
PO Byers scientific odor vapor machine	\$ 43,704.00		
PO Byers Scientific- pipe support	\$ 9,650.00		
PO ISCO Industries - 6" pipe	\$ 4,838.37		
Electrical Installation	\$ 6,000.00		
	<u>\$ 64,192.37</u>		
<b>Misting System</b>			
Misting Cannon	\$ 66,700.00		
Misting Cannon generator	\$ 35,000.00		
Electrical service for misting cannon	\$ 6,000.00		
SCS HDPE Welding and Installation Service	\$ 10,700.00		
Freight	\$ 3,000.00		
	<u>\$ 121,400.00</u>		
<b>Landfill Gas System</b>			
Estimated Capital Cost For Gas Collection System	\$ 900,000.00		
Electical System for Gas Collection System	\$ 8,000.00		
	<u>\$ 908,000.00</u>		
<b>May 2015 borrowing</b>			
Phase IV construction(From 1/20/16 and forward)	\$ 6,775,667.00		
Borrowing Costs	\$ 137,500.00		
Expended Through 2/10/16	\$ 491,621.10		
Capital Costs for Vapor Machines	<u>\$ 64,192.37</u>		
Capital costs for Misting Cannons	\$ 121,400.00		
Estimated Capital costs for gas collection system	<u>\$ 908,000.00</u>		
Storage Building	\$ 200,000.00		
Truck Wash	\$ 150,000.00		
Total Projected use of Bond Funds	\$ 8,848,380.47		
Bond funds received	\$ 9,000,000.00		
Available bond proceeds	<u>\$ 151,619.53</u>		

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**Region 2000 Services Authority**  
**FY16 Actuals & FY17 Proposed Budget**  
**As of 3/31/2016**

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Region 2000 Services Authority  
 FY 2016 Disposal Fee Revenue-through 3/31/2016

Schedule 1

Proposed FY2017 Rates \$28.75/\$38.75

	(A)	(B)	(C)	(D)	
Tonnage	FY 16 Budget	Actuals Through 3/31/2016	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 17 Proposed Budget
<b>Tonnage From Member Jurisdictions</b>					
Lynchburg	38,747	27,807	10,940	28.23%	38,747
Campbell	20,222	16,966	3,255	16.10%	20,222
Nelson	8,804	7,384	1,420	16.13%	8,804
Appomattox	5,280	5,450	(170)	-3.22%	5,280
<b>Subtotal Member Jurisdictions</b>	<b>73,052</b>	<b>57,607</b>	<b>15,445</b>	<b>21.14%</b>	<b>73,052</b>
Lynchburg Contracts & Other Waste	29,362	10,613	18,748	63.85%	-
Market Rate Tonnage (+ Contract Tonnage for FY17)	102,932	84,445	18,487	17.96%	132,294
<b>Subtotal Contract and Market Rate</b>	<b>132,294</b>	<b>95,059</b>	<b>37,236</b>	<b>28.15%</b>	<b>132,294</b>
<b>Subtotal Revenue Generating Tonnage</b>	<b>205,346</b>	<b>152,665</b>	<b>52,681</b>	<b>25.65%</b>	<b>205,346</b>
Other Tonnage at No Charge (inert/brush/slag)	13,119	8,047	5,072	38.66%	13,119
<b>Total Tonnage</b>	<b>218,465</b>	<b>160,713</b>	<b>57,753</b>	<b>26.44%</b>	<b>218,465</b>

Disposal Fee Revenue	FY 16 Budget	Actuals Through 3/31/2016	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 17 Proposed Budget
<b>From Member Jurisdictions</b>					
Lynchburg	\$ 1,113,971	\$ 799,103	\$ 314,867	28.27%	\$ 1,113,971
Campbell	\$ 581,374	\$ 487,737	\$ 93,637	16.11%	\$ 581,374
Nelson	\$ 253,109	\$ 212,279	\$ 40,830	16.13%	\$ 253,109
Appomattox	\$ 151,800	\$ 157,501	\$ (5,701)	-3.76%	\$ 151,800
<b>Subtotal Member Jurisdictions</b>	<b>\$ 2,100,254</b>	<b>\$ 1,656,620</b>	<b>\$ 443,634</b>	<b>21.12%</b>	<b>\$ 2,100,254</b>
Lynchburg Contracts & Other Waste	\$ 1,115,745	\$ 405,180	\$ 710,564	63.69%	\$ -
Market Rate Tonnage (+ Contract Tonnage for FY17)	\$ 3,988,634	\$ 3,280,807	\$ 707,827	17.75%	\$ 5,126,393
<b>Subtotal Contract and Market Rate</b>	<b>\$ 5,104,379</b>	<b>\$ 3,685,988</b>	<b>\$ 1,418,391</b>	<b>27.79%</b>	<b>\$ 5,126,393</b>
<b>Total</b>	<b>\$ 7,204,632</b>	<b>\$ 5,342,608</b>	<b>\$ 1,862,025</b>	<b>25.84%</b>	<b>\$ 7,226,646</b>

Per Ton Disposal Fees	FY 16 Budget	YTD Average Through 3/31/16	Budget Amount Remaining (A - B)	% Difference (C / A)	FY 17 Proposed Budget
Member Disposal Fee	\$ 28.750	\$ 28.757	\$ (0.007)	-0.03%	\$ 28.750
Cost of Service (COS) Tipping Fee	\$ 28.750	\$ 29.617	\$ (0.866)	-3.01%	\$ 28.750
Avg. Rate-Lynchburg Contracts & Other Waste	\$ 38.000	\$ 38.176	\$ (0.176)	-0.46%	\$ 38.750
Market Rate (+Contract Tonnage for FY17)	\$ 38.750	\$ 38.851	\$ (0.101)	-0.26%	\$ 38.750

Region 2000 Services Authority  
 FY 2016 Expenses - through 3/31/2016  
 SUMMARY - Schedule 2

Proposed FY2017 Rates \$28.75/\$38.75

Expenses	(A)	(B)	(C)	(D)	FY 17 Proposed Budget	% Change FY16 to FY17 Budget
	FY 16 Budget	Actuals Through 3/31/2016	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)		
Personnel (Schedule 3)	\$ 1,382,078	\$ 998,086	\$ 383,992	27.8%	\$ 1,511,987	9.40%
Landfill O & M (Schedule 4)	\$ 1,598,800	\$ 1,420,871	\$ 177,929	11.1%	\$ 1,399,020	-12.50%
Landfill Equipment Replacement Reserve	\$ 408,000	\$ 306,000	\$ 102,000	25.0%	\$ 366,160	-10.25%
Closure and Post-Closure Reserve	\$ 704,905	\$ 528,679	\$ 176,226	25.0%	\$ 649,511	-7.86%
Environmental Remediation	\$ 50,000	\$ 37,500	\$ 12,500	25.0%	\$ 50,000	0.00%
Future Disposal Planning Reserve	\$ -	\$ -	\$ -	0.0%	\$ 50,000	0.00%
Annual Debt Service -2011 Bond Debt	\$ 955,852	\$ 742,937	\$ 212,915	22.3%	\$ 852,130	-10.85%
2015 Bond Debt	\$ 824,185	\$ 529,710	\$ 294,475	35.7%	\$ 1,111,235	34.83%
Internal Loan	\$ 304,462	\$ 228,347	\$ 76,116	25.0%	\$ 109,409	-64.06%
Annual Debt Service Subtotal	\$ 2,084,499	\$ 1,500,993	\$ 583,506	28.0%	\$ 2,072,774	-0.56%
Operating Expenses	\$ 6,228,282	\$ 4,792,129	\$ 1,436,153	23.1%	\$ 6,099,452	-2.07%
Reimbursable Personnel Costs (Schedule 5)	\$ (107,163)	\$ (69,569)	\$ (37,594)	35.1%	\$ (113,752)	6.15%
Reimbursable O & M Costs (Schedule 5)	\$ (196,400)	\$ (190,864)	\$ (5,536)	2.8%	\$ (71,000)	-63.85%
Late Fee, Recycling & Int Income	\$ (21,000)	\$ (10,241)	\$ (10,759)	51.2%	\$ (11,000)	-47.62%
<b>Net Cost of Service Operating Expense Total</b>	<b>\$ 5,903,719</b>	<b>\$ 4,521,455</b>	<b>\$ 1,382,264</b>	<b>23.4%</b>	<b>\$ 5,903,700</b>	<b>0.00%</b>

	FY 16 Budget	Actuals Through 3/31/2016	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 17 Proposed Budget	% Change FY16 to FY17 Budget
Airspace Reserve						
Lynchburg (Split is 30.6%)	\$ 398,071	\$ 266,423	\$ 131,648	33%	\$ 404,821	1.70%
Campbell (Split is 69.4%)	\$ 902,815	\$ 604,240	\$ 298,575	33%	\$ 918,123	1.70%
Airspace Reserve Subtotal	\$ 1,300,886	\$ 870,663	\$ 430,223	33%	\$ 1,322,944	1.70%
O & M Reserve Contribution	\$ (18)	\$ (49,510)	\$ 49,492		\$ 2	

<b>Total Expenses</b>	<b>\$ 7,204,588</b>	<b>\$ 5,342,608</b>	<b>\$ 1,861,980</b>	<b>26%</b>	<b>\$ 7,226,646</b>	<b>0.31%</b>
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Total Revenue Generating Tonnage	205,346	152,665	52,681	25.7%	205,346	0.00%
Disposal Cost per Ton	\$ 28.7500	\$ 29.61674	\$ (0.867)	-3.0%	\$ 28.7500	0.00%

**Personnel  
Schedule 3**

	(A)	(B)	(C)	(D)		
Account	FY 16 Budget	Actuals Through 3/31/2016	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 17 Proposed Budget	% Change FY16 to FY17 Budget
Solid Waste Staff						
Salary	\$ 866,092	\$ 631,660	\$ 234,432	27.1%	\$ 928,207	7.17%
41100 Salaries&Wages-Potential 2% increase for FY17		\$ -	\$ -	0.0%	\$ 18,564	#DIV/0!
Proposed Merit Increase	\$ 12,100	\$ -	\$ (12,100)	-100.0%	\$ 12,100	0.00%
Total Salaries	\$ 878,191	\$ 631,660	\$ 234,432	26.7%	\$ 958,871	9.19%
Employee Benefits						
42210 VRS-Retirement (7.52% ER + VLDP)	\$ 66,211	\$ 47,579	\$ 18,632	28%	\$ 72,638	9.71%
42220 VRS Life Insurance (1.19%)	\$ 10,450	\$ 7,496	\$ 2,954	28%	\$ 11,411	9.19%
42300 Employer Cost-Health Insurance (FY16 2% Inc) (+10% FY17 Est)	\$ 139,455	\$ 94,568	\$ 44,887	32%	\$ 166,587	19.46%
42700 Employer Cost-Worker's Comp	\$ 30,000	\$ 28,082	\$ 1,918	6%	\$ 30,000	0.00%
42100 Employer Cost-FICA	\$ 68,941	\$ 48,512	\$ 20,429	30%	\$ 75,496	9.51%
47000 Retiree Health Care-OPEB-GASB 45	\$ -	\$ -	\$ -	0%	\$ -	
42500 Disability Insurance	\$ -	\$ -	\$ -	0%	\$ -	0.00%
42600 Unemployment Insurance	\$ 8,000	\$ -	\$ 8,000	100%	\$ 8,000	0.00%
Employee Benefits Subtotal	\$ 323,057	\$ 226,237	\$ 96,820	30.0%	\$ 364,131	12.71%
Overtime						
41200 Salaries and Wages - Overtime	\$ 23,000	\$ 25,537	\$ (2,537)	-11%	\$ 28,000	21.74%
41300 Part-time Salaries-Wages-Regul	\$ -	\$ -	\$ -	0%	\$ -	
41400 Part-time Salaries-Wages-Overt	\$ -	\$ -	\$ -	0%	\$ -	
Overtime Subtotal	\$ 23,000	\$ 25,537	\$ (2,537)	-11%	\$ 28,000	21.74%
Total Personnel Costs-Services Authority Staff	\$ 1,224,249	\$ 883,434	\$ 328,715	26.9%	\$ 1,351,002	10.35%
Local Government Council Staff						
43131 Prof Services-LGC-Salaries	\$ 65,420	\$ 52,118	\$ 13,303	20.3%	\$ 66,728	2.00%
43132 Prof Services-LGC-Benefits	\$ 37,689	\$ 28,559	\$ 9,130	24.2%	\$ 38,442	2.00%
43133 Prof Services-LGC Overhead	\$ 54,720	\$ 33,975	\$ 20,745	37.9%	\$ 55,814	2.00%
Total Personnel Costs-Region 2000 Staff	\$ 157,829	\$ 114,652	\$ 43,177	27.4%	\$ 160,985	2.00%
Total Personnel Costs	\$ 1,382,078	\$ 998,086	\$ 383,992	27.8%	\$ 1,511,987	9.40%

Environmental Technician - Salary & Benefits \$ 56,342  
 Environmental Compliance Change To Supervisor Status \$ 2,930  
 Total \$ 59,272

Cost per ton \$ 0.28864

2% Proposed Salary Increase \$ 18,564  
 FICA \$ 1,420  
 VRS Ret \$ 1,396  
 VRS Life \$ 221  
 \$ 21,601

\$ 0.10519 Per Ton

Landfill Operator III - Salary & Benefits \$ 49,362

Cost per ton \$ 0.24038

Proposed Merit Increase \$ 12,100  
 FICA \$ 926  
 VRS Ret \$ 910  
 VRS Life \$ 144  
 \$ 14,080

\$ 0.06856 Per Ton

**Landfill Operating and Maintenance Expenses  
Schedule 4**

	(A)	(B)	(C)	(D)			
Account	Operations and Maintenance Cost Type	FY 16 Budget	Actuals Through 3/31/2016	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 17 Proposed Budget	% Change FY16 to FY17 Budget
	Contractual Services						
43166	Software support-Paradigm	\$ 10,000	\$ 6,353	\$ 3,647	36%	\$ 7,000	-30.00%
43321	Communications M&R Service/Radio	\$ 13,000	\$ 13,831	\$ (831)	-6%	\$ 13,000	0.00%
43313	Building M & R Services	\$ 2,000	\$ 4,707	\$ (2,707)	-135%	\$ 2,000	0.00%
43171	Site Maintenance-Lynchburg	\$ 5,000	\$ 1,782	\$ 3,218	64%	\$ -	-100.00%
43172	Site Maintenance-Campbell	\$ 35,000	\$ 16,496	\$ 18,504	53%	\$ 35,000	0.00%
43170	Sedimentation Basin Cleaning	\$ -	\$ -	\$ -	0%	\$ -	0.00%
43169	Janitorial Services	\$ 7,800	\$ 5,850	\$ 1,950	25%	\$ 7,800	0.00%
43110	Med/Dental/Pharm/Lab Services	\$ -	\$ -	\$ -	0%	\$ -	0.00%
43150	Legal Services	\$ 30,000	\$ 22,500	\$ 7,500	25%	\$ 30,000	0.00%
43120	Accounting and auditing service	\$ 8,000	\$ 7,500	\$ 500	6%	\$ 8,000	0.00%
43140	Engineering/Monitoring Services-Lynchburg	\$ 35,000	\$ 23,466	\$ 11,534	33%	\$ -	-100.00%
43140a	Engineering/Monitoring Services-Campbell	\$ 75,000	\$ 188,783	\$ (113,783)	-152%	\$ 75,000	0.00%
43141	Professional Consulting Service	\$ -	\$ -	\$ -	0%	\$ -	0.00%
43160	Environmental Lab Services-Lynchburg	\$ 15,000	\$ 5,878	\$ 9,122	61%	\$ -	-100.00%
43160a	Environmental Lab Services-Campbell	\$ 15,000	\$ 9,020	\$ 5,980	40%	\$ 15,000	0.00%
43200	Temporary Help Service Fees	\$ 20,000	\$ 31,884	\$ (11,884)	-59%	\$ 20,000	0.00%
43600	Advertising	\$ 10,000	\$ 3,391	\$ 6,609	66%	\$ 6,000	-40.00%
43176	Software Purchases-Other	\$ 5,000	\$ 2,650	\$ 2,350	47%	\$ 3,000	-40.00%
43167	Pest Control services	\$ 1,200	\$ 720	\$ 480	40%	\$ 1,200	0.00%
43168	Investigative Services	\$ 100	\$ 147	\$ (47)	-47%	\$ 100	0.00%
46011	Uniform Rental Services	\$ 13,000	\$ 10,384	\$ 2,616	20%	\$ 13,000	0.00%
43161	Tire Shredding Services	\$ 5,000	\$ 1,853	\$ 3,147	63%	\$ 5,000	0.00%
43165	Misc Contractual Services	\$ 1,000	\$ 425	\$ 575	58%	\$ 1,000	0.00%
43177	Website, Media & Public Communications	\$ 5,000	\$ 760	\$ 4,240	85%	\$ 5,000	0.00%
42850	Employee Med Exp-drug tests, ph	\$ 2,000	\$ 989	\$ 1,011	51%	\$ 1,900	-5.00%
46031	Heavy Equipment-Outside Repair	\$ 50,000	\$ 41,768	\$ 8,232	16%	\$ 50,000	0.00%
43173	Mechanical M&R Services	\$ 5,000	\$ 3,314	\$ 1,686	34%	\$ 4,680	-6.40%
43121	Payroll support services	\$ 12,000	\$ 5,000	\$ 7,000	58%	\$ 12,000	0.00%
46017	Software Maint Contract-Accounting	\$ 800	\$ 641	\$ 159	20%	\$ 800	0.00%
43162	HHW Disposal	\$ -	\$ (3,100)	\$ 3,100	0%	\$ -	0.00%
43163	Wood Waste Grinding	\$ 10,000	\$ 27,480	\$ (17,480)	-175%	\$ 10,000	0.00%
	Contractual Services Subtotal	\$ 390,900	\$ 434,471	\$ (43,571)	-11%	\$ 326,480	-16.48%
	Supplies & Materials						
46001	Office Supplies/Audio Visual Supplies	\$ 8,400	\$ 3,597	\$ 4,803	57%	\$ 7,000	-16.67%
46002	Forms & Stationary	\$ 2,000	\$ 679	\$ 1,321	66%	\$ 2,000	0.00%
46005	Custodial Supplies	\$ 4,000	\$ 1,695	\$ 2,305	58%	\$ 3,000	-25.00%
46033	Apparel/Protective Wear/Personal Protective Equipment	\$ 5,000	\$ 2,769	\$ 2,231	45%	\$ 5,000	0.00%
46012	Books & Publications	\$ -	\$ -	\$ -	0%	\$ -	0.00%
46013	Subscriptions	\$ 1,000	\$ 125	\$ 875	88%	\$ 600	-40.00%
46018	Safety Supplies	\$ 5,000	\$ 378	\$ 4,622	92%	\$ 5,000	0.00%
46019	Awards & Recognitions	\$ 1,500	\$ -	\$ 1,500	100%	\$ 1,500	0.00%
46020	Grounds Maintenance Supplies	\$ 20,000	\$ 6,245	\$ 13,755	69%	\$ 20,000	0.00%
46026	Food & Dietary Supplies	\$ 1,000	\$ 1,782	\$ (782)	-78%	\$ 1,000	0.00%
46022	Minor Equipment-Tools	\$ 7,000	\$ 6,381	\$ 619	9%	\$ 7,000	0.00%
46021	Chemicals/gases	\$ 1,000	\$ 356	\$ 644	64%	\$ 500	-50.00%
43310	R & M- Office	\$ -	\$ 35	\$ (35)	0%	\$ -	0.00%
46009	Vehicle M&R Equipment Parts	\$ 150,000	\$ 74,347	\$ 75,653	50%	\$ 150,000	0.00%
46007	R&M Supplies-Building	\$ 5,000	\$ 181	\$ 4,819	96%	\$ 5,000	0.00%
43312	R & M-Mechanical-Materials	\$ 1,000	\$ -	\$ 1,000	100%	\$ 1,000	0.00%
46016	Odor Control Operations & Materials	\$ -	\$ 114,365	\$ (114,365)	0%	\$ 75,000	0.00%
46032	Communications M & R Materials	\$ 2,500	\$ 579	\$ 1,921	77%	\$ 2,500	0.00%
46025	Haul Road M&R Materials	\$ 110,000	\$ 191,266	\$ (81,266)	-74%	\$ 110,000	0.00%
46027	Daily Cover/Posti-Shell	\$ 110,000	\$ 88,770	\$ 21,230	19%	\$ 110,000	0.00%
45210	Postal Services	\$ 2,000	\$ 1,085	\$ 915	46%	\$ 2,000	0.00%
45220	Messenger Services	\$ 200	\$ 255	\$ (55)	-28%	\$ 200	0.00%
43500	Printing & Binding	\$ 1,000	\$ 480	\$ 520	52%	\$ 1,000	0.00%
46035	Shop Supplies	\$ 10,000	\$ 12,464	\$ (2,464)	-25%	\$ 10,000	0.00%
42820	Education-Tuition Assistance	\$ 5,000	\$ -	\$ 5,000	100%	\$ 5,000	0.00%
46023	Computer Materials & Repair	\$ 13,000	\$ 3,401	\$ 9,599	74%	\$ 13,000	0.00%
46024	Mechanical M&R Materials	\$ -	\$ -	\$ -	0%	\$ -	0.00%
	Supplies & Materials Subtotal	\$ 465,600	\$ 511,215	\$ (45,615)	-10%	\$ 537,300	15.40%

**Landfill Operating and Maintenance Expenses  
Schedule 4**

Account	Operations and Maintenance Cost Type	(A) FY 16 Budget	(B) Actuals Through 3/31/2016	(C) Budget Amount Remaining (A - B)	(D) Budget % Remaining (C / A)	FY 17 Proposed Budget	% Change FY16 to FY17 Budget
	Gas/Diesel Fuel/Oil & Grease Subtotal	\$ 350,000	\$ 125,121	\$ 224,879	64%	\$ 260,000	-25.71%
	<b>Rentals &amp; Leases</b>						
45410	Lease/Rent of Equipment-Office (Copier/postal meter)	\$ 7,000	\$ 3,861	\$ 3,139	45%	\$ 7,000	0.00%
45411	Lease/Rent of Equipment-Landfill	\$ 5,000	\$ 23,250	\$ (18,250)	-365%	\$ 5,000	0.00%
45420	Lease/Rent of Buildings	\$ -	\$ 450	\$ (450)	0%	\$ 600	#DIV/0!
	Rentals & Leases Subtotal	\$ 12,000	\$ 27,562	\$ (15,562)	-130%	\$ 12,600	5.00%
	<b>Utilities &amp; Natural Gas</b>						
45230	Telephone/Internet	\$ 18,000	\$ 15,332	\$ 2,668	15%	\$ 20,000	11.11%
45110	Electrical Services	\$ 20,000	\$ 17,007	\$ 2,993	15%	\$ 20,000	0.00%
45130	Water & Sewer	\$ 6,000	\$ 879	\$ 5,121	85%	\$ 6,000	0.00%
45120	Utilities - Propane Gas	\$ -	\$ -	\$ -	0%	\$ -	0.00%
45231	Cellular Services & Pager	\$ 2,000	\$ 1,710	\$ 290	15%	\$ 2,500	25.00%
45121	Utilities - Natural Gas	\$ -	\$ -	\$ -	0%	\$ -	0.00%
	Utilities & Natural Gas Subtotal	\$ 46,000	\$ 34,928	\$ 11,072	24%	\$ 48,500	5.43%
	<b>Travel &amp; Training</b>						
45500	Travel & Training	\$ 5,000	\$ -	\$ 5,000	100%	\$ 5,000	0.00%
45510	Travel Mileage-Personal Vehicle	\$ -	\$ 535	\$ (535)	0%	\$ -	
45520	Travel-Public Carriers	\$ -	\$ -	\$ -	0%	\$ -	
45530	Travel-Subsistence & Lodging	\$ -	\$ 2,976	\$ (2,976)	0%	\$ -	
45540	Travel-Convention & Education	\$ -	\$ 2,039	\$ (2,039)	0%	\$ -	
46014	On-Site Training	\$ 5,000	\$ 490	\$ 4,510	90%	\$ 5,000	0.00%
	Travel & Training Subtotal	\$ 10,000	\$ 6,040	\$ 3,960	40%	\$ 10,000	0.00%
	<b>Miscellaneous</b>						
45800	Miscellaneous	\$ 3,500	\$ 9,591	\$ (6,091)	-174%	\$ 3,500	0.00%
45810	Dues and Assoc Membership-Misc	\$ 1,800	\$ 1,197	\$ 603	34%	\$ 1,800	0.00%
45801	Bank Service Charges	\$ 3,600	\$ 1,086	\$ 2,514	70%	\$ 3,600	0.00%
45802	Cash Overage and Shortage	\$ -	\$ (40)	\$ 40	0%	\$ -	0.00%
45803	Finance Charges paid to vendors	\$ -	\$ -	\$ -	0%	\$ -	0.00%
45804	Bad Debt Expense	\$ 3,000	\$ -	\$ 3,000	100%	\$ 3,000	0.00%
45840	VDEQ landfill fee - Misc	\$ 38,000	\$ 29,641	\$ 8,359	22%	\$ 38,000	0.00%
	Misc Expenses Subtotal	\$ 49,900	\$ 41,475	\$ 8,425	17%	\$ 49,900	0.00%
	<b>Payments to Other Entities</b>						
43164	Leachate Treatment-Concord Turnpike	\$ 13,000	\$ -	\$ 13,000	100%	\$ 18,240	40.31%
43164a	Leachate Treatment-Campbell	\$ 15,000	\$ 216	\$ 14,784	99%	\$ 15,000	0.00%
	Insurance	\$ -	\$ -	\$ -	0%	\$ -	
45308	General Liability insurance	\$ 50,000	\$ 47,607	\$ 2,493	5%	\$ 50,000	0.00%
	Payments to Other Entities Subtotal	\$ 78,000	\$ 49,196	\$ 28,804	37%	\$ 83,240	6.72%
	<b>Sub-Total SA O &amp; M Expenses</b>	\$ 1,402,400	\$ 1,230,008	\$ 172,392	12%	\$ 1,328,020	-5.30%
	<b>Reimbursable O &amp; M Expenses (see Reimbursable Schedule for Detail)</b>	\$ 196,400	\$ 190,864	\$ 5,536	3%	\$ 71,000	-63.85%
	<b>Grand Total Operations and Maintenance Cost</b>	\$ 1,598,800	\$ 1,420,871	\$ 177,929	11%	\$ 1,399,020	-12.50%

Reimbursable Landfill Operating and Maintenance Expenses and Personnel Costs  
Schedule 5

Account	Operations and Maintenance Cost Type	(A)	(B)	(C)	(D)	FY 17 Proposed Budget	% Change FY16 to FY17 Budget
		FY 16 Budget	Actuals Through 3/31/2016	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)		
<b>Reimbursable Landfill O &amp; M Expenses</b>							
<b>City of Lynchburg</b>							
43140	Engineering/Monitoring Services	\$ 55,000	\$ 129,916	\$ (74,916)	-136.2%	\$ -	-100.00%
43160	Environmental Lab Services	\$ 15,400	\$ 3,770	\$ 11,630	75.6%	\$ -	-100.00%
43161	Tire shredding	\$ -	\$ -	\$ -	0.0%	\$ -	0.00%
43162	HHW Disposal	\$ 27,500	\$ 16,598	\$ 10,902	39.6%	\$ 27,500	0.00%
43163	Wood Waste Grinding	\$ 40,000	\$ -	\$ 40,000	100.0%	\$ -	-100.00%
43164	Leachate Treatment	\$ -	\$ -	\$ -	0.0%	\$ -	0.00%
City of Lynchburg Subtotal		\$ 137,900	\$ 150,285	\$ (12,385)	-9.0%	\$ 27,500	-80.06%
<b>Amherst County</b>							
43162	HHW Disposal	\$ -	\$ 21,378	\$ (21,378)	0.0%	\$ -	0.00%
<b>Nelson County</b>							
43162	HHW Disposal	\$ -	\$ 148	\$ (148)	0.0%	\$ -	0.00%
<b>Appomattox County</b>							
43162	HHW Disposal	\$ -	\$ -	\$ -	0.0%	\$ -	0.00%
<b>Campbell County</b>							
43140a	Engineering/Monitoring/Remediation Services	\$ 22,000	\$ 14,451	\$ 7,549	34.3%	\$ 22,000	0.00%
43160a	Environmental Lab Services	\$ 11,000	\$ 2,061	\$ 8,939	81.3%	\$ 11,000	0.00%
43161	Tire shredding	\$ -	\$ -	\$ -	0.0%	\$ -	0.00%
43162	HHW Disposal	\$ 5,500	\$ 2,541	\$ 2,959	53.8%	\$ 5,500	0.00%
43163	Wood Waste Grinding	\$ 15,000	\$ -	\$ 15,000	100.0%	\$ -	-100.00%
43164a	Leachate Treatment	\$ 5,000	\$ -	\$ 5,000	100.0%	\$ 5,000	0.00%
Campbell County Subtotal		\$ 58,500	\$ 19,053	\$ 39,447	67.4%	\$ 43,500	-25.64%
<b>Reimbursable Landfill O &amp; M Expenses</b>		<b>\$ 196,400</b>	<b>\$ 190,864</b>	<b>\$ 5,536</b>	<b>2.8%</b>	<b>\$ 71,000</b>	<b>-63.85%</b>
<b>Reimbursable Landfill Personnel Costs</b>							
<b>City of Lynchburg</b>							
Concord Turnpike Personnel Costs		\$ 32,843	\$ 29,290	\$ 3,553	10.8%	\$ 39,090	19.02%
Recycling Program Manager Salary & Benefits		\$ 27,160	\$ 20,140	\$ 7,020	25.8%	\$ 27,331	0.63%
City of Lynchburg Subtotal		\$ 60,003	\$ 49,430	\$ 10,573	17.6%	\$ 66,421	10.70%
<b>Campbell County</b>							
Environmental Compliance & Safety		\$ 20,000	\$ -	\$ 20,000	100.0%	\$ 20,000	0.00%
Recycling Program Manager Salary & Benefits		\$ 27,160	\$ 20,140	\$ 7,020	25.8%	\$ 27,331	0.63%
Campbell County Subtotal		\$ 47,160	\$ 20,140	\$ 27,020	57.3%	\$ 47,331	0.36%
<b>Reimbursable Landfill Personnel Costs</b>		<b>\$ 107,163</b>	<b>\$ 69,569</b>	<b>\$ 37,594</b>	<b>35.1%</b>	<b>\$ 113,752</b>	<b>6.15%</b>

## Region 2000 Services Authority Balance Sheet

Assets	3/31/2016		
Cash - 2015 Bond Funds			
Cash-US Bank-Bond Balance	\$	8,098,697.79	
Cash-US Bank-Bond Fund Payments	\$	436,944.12	
Total 2015 Bond Funds	\$	8,535,641.91	
Cash - 2011 Bond Funds			
Cash-US Bank-Bond Fund Payments	\$	463,002.18	
Total 2011 Bond Funds	\$	463,002.18	
Cash - Closure/Post-Closure			
Cash -SunTrust Closure/Post-Closure	\$	919,043.29	
	Total C/PC Concord Tpk	\$ 919,043.29	
LGIP-Concord Tpk - SA Contribution C/PC	\$	112,438.32	
	Total Closure/PC - Concord Tpk	\$ 1,031,481.61	
LGIP-Livestock Road - Purchased Contribution C/PC	\$	633,226.80	
LGIP-Livestock Road - SA Contribution C/PC thru FY15	\$	2,278,358.53	
	Total Closure/PC - Livestock Rd	\$ 2,911,585.33	
	Total Closure/Post Closure	\$ 3,943,066.94	
Cash-SunTrust Operating Account			
SunTrust Operating Account-Unrestricted	\$	201,461.13	5.0%
Internal Loan Payoff	\$	228,347.00	5.7%
Excess Revenue (FY2016 )	\$	870,663.00	21.6%
Environmental Rem Reserve Cash (1Q, 2Q, 3Q FY2016)	\$	37,500.00	0.9%
Equip Replace Reserve Cash (Since inception)	\$	934,388.55	23.2%
Close/Post-Close Res Cur Year Cash (1Q, 2Q, 3Q FY16)	\$	528,679.00	13.1%
O & M Reserve Cash (FY2012 + FY2013 + FY2014 + FY2015+FY2016)	\$	1,220,906.70	30.4%
Total SunTrust Operating Account	\$	4,021,945.38	100.0%
LGIP-Environmental Remediation & Future Planning Reserves - FY2009 thru FY2015	\$	504,269.06	
	Total Cash and LGIP	\$ 17,467,925.47	
All Receivables for Operations	\$	705,996.53	
Receivable from City for True-up	\$	1,932,883.33	
Internal Loan Receivable	\$	1,965,006.19	
GASB 68 Deferred Pension Outflow	\$	62,251.00	
All Fixed Assets in service-less depreciation	\$	10,343,496.37	
Construction in Progress - LR projects	\$	1,069,680.17	
	Total Assets	\$ 33,547,239.06	
<b>Liabilities</b>			
Accounts Payable	\$	372,592.87	
Accrued OPEB Liabilities	\$	250,180.82	
GASB 68 Deferred Pension Inflow	\$	56,546.00	
Net Pension Liability	\$	(308,487.00)	
Accrued Interest Payable	\$	156,255.33	
Accrued Vacation Pay	\$	95,161.14	
	Total Current Liabilities	\$ 622,249.16	
Accrued Closure-P/C Cost-Concord Tpk - City of Lynchburg	\$	2,125,411.52	
Accrued Closure-P/C Cost-Concord Tpk - SA	\$	874,800.21	
Accrued Closure-P/C Cost-Livestock Road	\$	5,867,442.96	
	Total Closure/Post-Closure	\$ 8,867,654.69	
<b>Debt</b>			
Internal Loan Payable	\$	1,965,006.19	
2015 Bond Payable	\$	9,000,000.00	
2011 Bond Payable	\$	6,305,000.00	
	Total Liabilities	\$ 26,759,910.04	
<b>Reserves</b>			
Restricted - Environmental Remediation Reserve	\$	350,000.00	
Restricted - Equipment Replacement Reserve	\$	513,182.31	
Restricted - Future Disposal Planning Reserve	\$	132,726.60	
Restricted - O & M Reserve	\$	1,270,416.70	
	Total Reserves	\$ 2,266,325.61	
Fund Balance		\$4,521,003.41	
	Total Liabilities & Equity	\$ 33,547,239.06	

Region 2000 Services Authority

3/31/2016  
Schedule 7

Capital Equipment Fund

FY2017 Capital Equipment Items-Preliminary	Average Cost Estimate	Fund Balance
Balance @ 6/30/2015		\$ 513,182
Transfer from Operating Fund for FY2016		\$ 408,000
Estimated proceeds from sale of surplus items-FY2016		\$ 300,000
Approved FY16 Capital Items remaining to be purchased	\$ 103,000	
Transfer from Operating Fund for FY2017		\$ 366,160
Off-Road Dump Truck	\$ 310,000	
GPS system upgrade	\$ 70,000	
Rebuild Compactor Wheels	\$ 60,000	
Undercarriage replacement for two loaders	\$ 60,000	
Utility Task Vehicle (to replace a pick up)	\$ 20,000	
Radio Replacements	\$ 12,000	
Salt Spreader	\$ 10,000	
Trailer to haul UTV to and from Concord Turnpike	\$ 5,000	
Recycling Bins	\$ 5,000	
Subtotal	\$ 655,000	
Estimated Balance @ 6/30/2017		\$ 932,342

FY2017 Environmental Compliance Salaries versus Outsourcing	Average Cost Estimate
Environmental Technician - Salary & benefits	\$ 56,342
Environmental Compliance - Change to Supervisor Status - 5% Salary Increase Plus Benefits	\$ 2,930
Subtotal	\$ 59,272
Estimated Cost to Outsource per Draper Aden estimate	\$ 119,200
Overage	\$ 59,928

Use of Future Disposal Planning Reserve	Average Cost Estimate	Fund Balance
Balance @ 6/30/2015		\$ 132,727
Transfer from Operating Fund for FY2017		\$ 50,000
FY2016 Est Costs for first phase of planning	\$ 91,250	
FY2017 Estimated Costs	\$ 91,477	
Estimated Balance @ 6/30/2017		\$ (0)

FY 2017 Estimated Post-Closure Costs for Concord Turnpike Facility	Average Cost Estimate
Estimated Cost of Contracted Services	\$ 125,000



Cost of LFG Control and Phase IV

	Use of Bond Funds	FY16 Operating Expenses	O & M Balance and Use
O & M Reserve Balance			\$ 1,311,162.00
LFG Pilot Costs authorized from O&M Reserve			\$ (114,724.00)
90 Days estimated reserve ( Can be used If Board Approves)			\$ (925,404.00)
Available O & M Reserve			\$ 271,034.00
<b>Costs</b>			
<b>Operations</b>			
<b>Vapor System</b>			
Odor Materials through February 2016		\$ 85,490.17	
PO Byers Scientific Odor Chemical		\$ 28,875.00	
PO Dust Control Tech - Odor Boss 60G Chemical		\$ 2,847.00	
		\$ -	
		<u>\$ 117,212.17</u>	
<b>Landfill Gas System</b>			
LFG Engineering Costs FY16 Through 2/29/16		\$ 93,496.13	
4 months maintenance for Pilot system-March/June		\$ 15,000.00	
		<u>\$ 108,496.13</u>	
Posi-Shell Temporary Slope Seal		<u>\$ 70,000.00</u>	
Operating Expenses for FY16 for Odor Control		<u>\$ 295,708.30</u>	
<b>Capital</b>			
<b>Vapor System</b>			
PO Byers scientific odor vapor machine	\$ 43,704.00		
PO Byers Scientific - pipe support	\$ 9,650.00		
PO ISCO Industries - 6" pipe	\$ 4,838.37		
Electrical Installation	\$ 6,000.00		
	<u>\$ 64,192.37</u>		
<b>Misting System</b>			
Misting Cannon	\$ 66,700.00		
Misting Cannon generator	\$ 35,000.00		
Electrical service for misting cannon	\$ 6,000.00		
SCS HDPE Welding and Installation Service	\$ 10,700.00		
Freight	\$ 3,000.00		
	<u>\$ 121,400.00</u>		
<b>Landfill Gas System</b>			
Estimated Captial Cost For Gas Collection System	\$ 957,280.00		
Electical System for Gas Collection System	\$ 8,000.00		
	<u>\$ 965,280.00</u>		
<b>May 2015 borrowing</b>			
Phase IV construction(From 1/20/16 and forward)	\$ 6,775,667.00		
Borrowing Costs	\$ 137,500.00		
Expended Through 2/10/16	\$ 491,621.10		
Capital Costs for Vapor Machines	<u>\$ 64,192.37</u>		
Capital costs for Misting Cannons	<u>\$ 121,400.00</u>		
Estimated Capital costs for gas collection system	<u>\$ 965,280.00</u>		
Storage Building	\$ 200,000.00		
Truck Wash	\$ 150,000.00		
Total Projected use of Bond Funds	\$ 8,905,660.47		
Bond funds received	\$ 9,000,000.00		
Available bond proceeds	<u>\$ 94,339.53</u>		

## Virginia's Region 2000 Partnership Classification Description

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**Classification Title:** Solid Waste Assistant Operations Manager  
**Department:** Services Authority  
**Supervisor:** Solid Waste Operations Manager  
**Pay Grade:** 112  
**FLSA Status:** Exempt

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### General Statement of Job

The Solid Waste Assistant Operations Manager performs skilled front-line management of the daily operations of the sanitary landfill and of the landfill development, construction and closure related activities. Under the general supervision of the Solid Waste Operations Manager, the Assistant Operations Manager provides direction to landfill employees including equipment operators, maintenance workers and laborers. Assumes responsibilities of the Solid Waste Operations Manager in his or her absence.

### Specific Duties and Responsibilities

#### Essential Functions:

Recommends decisions regarding interviewing, hiring, and training employees; plans, assigns, instructs and directs work; reward and discipline employees; address complaints and resolve problems for assigned employees.

Provide participative leadership to facility by coaching, mentoring, evaluating and disciplining Landfill Operators; develop performance improvement plans with Landfill Operators along with Operations Manager.

Train, support and direct assigned personnel engaged in the daily operation of the regional landfill, to comply with Solid Waste Management regulations, and the Sanitary Landfill Operations Plan, including waste disposal, yard/wood waste processing and hauling, freon management, household hazardous waste collection, and recycling.

Oversees and coordinates project plans and projects.

Implement and enforce procedures to ensure compliance with all environmental laws, regulations, and facility permits that are applicable to landfill operations, including leachate management, stormwater management, erosion and sediment control management and landfill gas management. This includes all local, state and federal laws and regulations governing the operation of solid waste facilities.

Perform daily inspections of grounds to ensure property is maintained in a safe, clean and professional manner.

Perform daily inspections of working face to ensure compliance with solid waste regulations and operations plan and safety regulations.

Reads and interprets construction plans to ensure that landfill is constructed to Department of Environmental Quality approved engineering plans.

Determines correct elevations and site layout using surveying equipment and computer systems.

Maintains compliance with Erosion and Sediment Control (ESC) Permits and Virginia Stormwater Management Program (VSMP) requirements.

Supervises the handling of special waste.

Periodically operates heavy construction equipment and haul trucks based on workload demands and trains, directs, and ensures safe operation of heavy equipment.

Maintains records relating to landfill operations, equipment maintenance, and time and material records.

Ensure high standards of operational efficiency by minimizing operational cost and maximizing productivity while maintaining safety and environmental compliance.

Conduct continued safety and equipment training of personnel engaged in the handling of solid waste, and the operation of light and heavy landfill equipment.

Ensures safety to the public and personnel on landfill property.

Interacts daily with general public and landfill customers, answers questions and complaints from the public concerning the sanitary landfill.

Provide assistance during preparation of operating and capital budget.

Implements more complex workable action plans.

Accept special assignments and perform as needed to ensure appropriate service delivery.

Attend meetings as required.

Perform other duties to provide direct or indirect service to the Services Authority members or customers as assigned.

When unusual situations occur and /or a local official declares a State of Emergency, all Services Authority employees may be required to accept and perform special assignments as needed to ensure appropriate service delivery.

**Knowledge, Skills, and Abilities:**

Ability to use personal computers and current software to prepare correspondence, reports, charts and graphs in the day-to-day operation of the landfill.

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or relevant governmental regulations, including, but not limited to Erosion and Sediment Control and Storm Water Management.

Ability to study applicable service manuals and participates in technical training and certification programs to stay abreast of technological changes.

Ability to study regulatory manuals and participates in Waste Management Facilities training courses.

Ability to lead by example in performing day-to-day tasks.

Ability to apply concepts such as multiplication, division, subtraction, addition, fractions, percentages, ratios, and proportions to practical situations.

Ability to define problems, collect data, establish facts, and draw valid conclusions.

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Exhibit solid interpersonal skills and conflict resolution skills for working with citizens, contractors, suppliers, and other employees.

## **Education and Experience**

Minimum of five (5) years' experience in sanitary landfill operations or in heavy civil construction industry, with a minimum of three years supervisory experience in sanitary landfill or other heavy civil construction projects.

Graduation from an accredited college with an Associate's Degree in Construction management, Environmental Science, or related degree may be considered in lieu of some experience.

Advanced study and certification in various technical, environmental, and operational aspects of sanitary landfill development, operation, monitoring, and closure preferred.

Valid driver's license issued by the Commonwealth of Virginia and acceptable driving record;

Ability to acquire and retain commercial driver's license (Class B) within 180 days;

Certification as Class II Waste Facility Operator by the Commonwealth of Virginia within eighteen (18) months.

Certification as a Virginia ESC Program Administrator within eighteen (18) months.

Relevant background check must be completed and approved.

## **Physical Conditions and Work Environment**

Work is normally performed outdoors where the job requires exposure to the weather conditions and hazardous conditions. Some work may also be in an office environment in a seated position. The noise level of the outdoor working environment is usually loud. Work involves a high degree of physical strain. Regularly exposed to fumes or airborne particles; frequently exposed to outside weather conditions. The employee is occasionally exposed to moving mechanical parts; high, precarious places; and vibration. Ability to stoop, crouch, walk, push, pull, lift and carry up to 50 pound loads over rough terrain, climb on and off large equipment and work in all weather conditions.

Required to use fingers and hands to operate computer and other equipment and to gather, sort and process documents; regularly required to talk and hear. Occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. Requires close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Date Drafted: April 2016

Date Approved:

Date Amended:

**SCS ENGINEERS**

Revised April 19, 2016  
File No. 02212216

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

Subject: Revised Contract for Landfill Gas Management and Monitoring Services  
Region 2000 Services Authority

Dear Clarke:

SCS Engineers (SCS) is submitting the enclosed revised Agreement (Contract) and accompanying documentation to the Region 2000 Services Authority (Authority) for implementation of a Landfill Gas Collection and Control System Design/Build/Operate (DBO) Project at the Region 2000 Regional Landfill – Livestock Road Facility (Landfill) in Rustburg, Virginia. The Agreement is in consideration of SCS' Proposal, dated 10/26/15, which was developed 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.

The Agreement and accompanying documentation address the proposed Project involving the planning, permitting, design, construction, and operation of a full-scale, active landfill gas (LFG) collection and control system in Phase III at the Landfill (and subsequent expansions into future cells) for the purpose of recovering LFG from the Phase III waste disposal unit at this Facility (referred to as the DBO Project). The proposed DBO Project may involve the initial planning, evaluation, and analysis of the potential feasibility for energy recovery and beneficial utilization of the extracted LFG, as well as installation of LFG-fueled mechanical equipment, if directed by the Authority.

## AGREEMENT DOCUMENTATION

Enclosed are the following revised Attachments which constitute the Agreement for the Authority's consideration:

- Attachment A-1 – Engineering Services Work Order outlining the Scope of Services, Compensation, and Schedule for tasks related to the planning, permitting, design, construction quality control (CQC), and start-up of the initial LFG collection and control system in Phase III.
- Attachment A-2 – Budgetary Fee Estimate for the Engineering Services tasks related to the planning, permitting, design, CQC, and start-up of the LFG system. This Attachment



provides a breakdown of manpower resources and estimated costs by task for completion of the activities described in the Engineering Services Work Order.

- Attachment A-3 – Engineering Services Fee Schedule
- Attachment B-1 – Construction Services Work Order outlining the Scope of Work, Compensation, and Assumptions/Conditions for activities related to the construction of the initial LFG collection and control system in Phase III.
- Attachment B-2 – LFG System Construction Cost Estimate (Price Schedule Sheet) presenting the Unit Prices and anticipated quantities for the Construction Services tasks.
- Attachment C-1 – LFG System Operations, Monitoring, and Maintenance (OM&M) Services Work Order outlining the Scope of Work, Compensation, and Assumptions/Conditions related to providing routine and non-routine OM&M of the LFG collection and control system.
- Attachment C-2 – OM&M Services Fee Schedule
- Attachment D – LFG System Planning, Permitting, Design, and Construction Preliminary Schedule
- Attachment E – Master Services Agreement Between SCS Engineers and Region 2000 Services Authority for Design/Build/Operate Services presenting the terms, conditions, and provisions for delivery of services and execution of the DBO Project. The Agreement has been structured to utilize a Work Order format to enable the Authority and SCS to implement infrastructure delivery projects and related task assignments at the Authority's existing and future facilities under a formal public-private partnership (P3) arrangement.

## NOTICE OF AWARD DOCUMENTATION

Upon receiving notice that the Authority intends to execute the Agreement, SCS will deliver the following documents to the Authority within 1 week:

- Certificate of Insurance addressing the liability coverages, limit amounts, and endorsements as required by the Authority and naming the Authority as an additional insured;
- Performance and Payment Bonds conforming to the Authority's requirements in the amount of 100 percent of the Total Estimated Construction Cost identified in Attachment B-2;
- Updated Phase III LFG System Preliminary Design Drawings; and,

- Updated Phase III LFG Collection and Control System Preliminary Design Specifications.

## ADJUSTMENT TO ORIGINAL SCOPE AND BUDGETARY ESTIMATES

Upon review of the Budgetary Fee Estimate for Engineering Services (Attachment A-2) and the LFG System Construction Cost Estimate (Attachment B-2), you will note that the costs have increased compared to the values presented in SCS' Supplemental Confidential information for the Unsolicited Conceptual Proposal, dated 10/26/15. This is attributed to the following additions and changes in the scope of work for the DBO Project that were identified during our meeting with the Authority and Draper Aden Associates on 4/7/16:

- Inclusion of LFG wellfield dewatering piping 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. This additional infrastructure is believed to be a prudent measure based on the Authority's experience at the Concord Turnpike Regional Landfill (and SCS' experience at numerous MSW landfill facilities throughout the mid-Atlantic region) and is intended to serve to increase LFG collection efficiency and assist with mitigation of leachate seeps. The LFG wellfield dewatering infrastructure includes pneumatic supply piping and dewatering liquid forcemain piping. The dedicated pneumatic pumps and appurtenances, valves, and air compressor will need to be supplied at a future time.
- Rather than retrofitting the existing condensate manhole located at the interim mobile blower/flare station, this vessel will be relocated to the location of the permanent blower/flare station and a new, larger condensate sump will be installed at the header lowpoint to accommodate additional liquid quantities from LFG condensate and dewatering liquids.
- The vacuum and pressure specifications of the two proposed blower units were increased to anticipate diverting a portion of the recovered LFG to better facilitate a potential landfill gas-to-energy project in the future.

We are excited about this opportunity to engage in a formal public-private partnership with the Authority related to implementation of this DBO Project.



Mr. Clarke W. Gibson, PE  
Revised April 19, 2016  
Page 4

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

Sincerely,



Robert E. Dick, PE, BCEE  
Vice President  
**SCS ENGINEERS**



Guy F. Lewis  
Vice President  
**SCS FIELD SERVICES**

RED:asd

Enclosures

## ATTACHMENT A-1

LANDFILL GAS COLLECTION AND CONTROL SYSTEM  
PLANNING, PERMITTING, DESIGN, & CQCREGION 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/Operate (DBO) Project at the Region 2000 Regional Landfill – Livestock Road Facility (Facility) in Rustburg, Virginia.

The proposed DBO Project involves the planning, permitting, design, construction, and operation of a full-scale, active LFG collection and control system in Phase III at the Landfill (and subsequent expansions into future cells) for the purpose of recovering LFG from the Phase III waste disposal unit. The proposed Project may involve the initial planning, evaluation, and analysis of the potential feasibility for energy recovery and beneficial utilization of the extracted LFG, as well as installation of LFG-fueled mechanical equipment, if directed by the Authority.

The proposed scope of services is divided into the following tasks:

- Task 1 – Review and Modification of the Conceptual LFG System Design
- Task 2 – Development of a LFG System Masterplan for Phases III, IV, and V
- Task 3 – Design of the Phase III LFG Collection and Control System
- Task 4 – Preparation of Construction Documents for the Phase III LFG System
- Task 5 – Efforts to modify the Facility’s existing solid waste and air quality permits to incorporate an active LFG collection and control system
- Task 6 – Construction Quality Control
- Task 7 – LFG System Start-Up Assistance and Training

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 – REVIEW CONCEPTUAL LFG SYSTEM DESIGN

SCS will meet with the Authority and the Authority's landfill engineering consultant, Draper Aden Associates, to review and discuss modifications, changes, and additions to the Conceptual LFG System Design Documents that were included in SCS' Unsolicited Conceptual Proposal, dated 10/26/15. SCS will develop an Agenda for the meeting and address the following topics:

- Review Odor Control Projects, Filling Sequence, & Coordination With Other Construction Projects
- Landfill Gas Collection and Control System Design & Construction
- Project Implementation & Schedule
- Contract Issues
- Options for Landfill Gas-to-Energy Project Development

SCS will prepare and distribute meeting minutes to the participants to document the decisions that were articulated at the meeting and modify the LFG system conceptual design for purposes of establishing a scope of work and contract price in the DBO Agreement.

## TASK 2 – LFG SYSTEM MASTERPLAN

This task addresses development of a Masterplan for the landfill gas (LFG) collection and control system at the Region 2000 Regional Landfill – Livestock Road Facility (Facility) in Rustburg, Virginia.

### **Background**

The initial phase of the active LFG collection system was installed in Phase III in June 2015 utilizing 8 of the existing leachate cleanouts for purposes of reducing malodorous fugitive LFG emissions. The Facility modified the existing solid waste and air quality permits to include a Lateral Expansion and reconfigure the existing and future waste disposal units in a manner which increased the design capacities of the Phase III and IV waste disposal units and incorporated the design capacity associated with the Phase V waste disposal unit.

The current Solid Waste Permit documentation includes the proposed Gas Vent locations for a passive venting system; however, the Authority is installing an active LFG collection and control system to collect and combust the LFG produced within the Phase III waste disposal unit. The Permit includes Landfill phasing plans depicting fill sequence, which are presented in the Permit Design Drawings, prepared by DAA.

Considering the documentation available to-date, the Facility needs a LFG Collection and Control System Masterplan to address the phased expansion of the LFG collection system in

conjunction with landfilling operations and sequential cell development during the life of the facility.

### **Approach**

In order to better enable the Authority to plan out the future expansions to the LFG collection system, SCS will prepare a LFG Collection System Masterplan that provides phasing plans to reflect the Authority's objectives for installation of the LFG system in conjunction with landfilling activities. Accordingly, SCS will expand upon the existing Design Criteria for the pilot-scale LFG extraction system to develop a Masterplan that presents the LFG system phasing plans to document the proposed LFG system infrastructure and configuration. Specific activities will include:

- SCS will meet with the Authority to discuss filling sequence and future landfill development of the Phase IV and V fill areas.
- Working in conjunction with the filling sequence plans, SCS will prepare LFG system expansion drawings and a timeline for the installation of the associated components. These LFG system expansion drawings will reflect intermediate phases of landfill development.
- One of the design objectives will be to minimize the impact of LFG system components on landfill operations and filling activities.

### **Deliverable**

SCS' work product for the LFG Masterplan will include:

- Prepare a LFG Masterplan Design Criteria Memorandum to identify the basis of design of the proposed active LFG collection system expansions. This memorandum will evaluate previous LFG recovery estimates, LFG collection pipe sizing, headloss calculations, condensate generation estimates, and blower/flare station equipment capacities. Specific efforts will include:
  - Establish a conceptual layout for the wellfield (vertical wells and horizontal collectors).
  - Perform a modeling analysis of the current and proposed LFG collection system piping network using PIPE2010 software to assess appropriate pipe sizes and anticipated velocities and pressure drop.
  - Evaluate condensate generation and design appropriate infrastructure to integrate with the existing condensate management system.
  - Establish design criteria, power requirements, and preliminary performance specifications for the blower/flare station equipment, instrumentation, and controls.

- Include in the design narrative a discussion of the issues impacting the LFG system, anticipated expansion into future cells, and justification for the proposed system alignment.
- Prepare drawings that present the conceptual LFG collection system layout at intermediate phases. For budgeting purposes, SCS assumes that three interim phasing plans will be developed (one for each Phase). These interim plans will include components that are installed at different times. A sheet showing typical details for LFG system components will be included.

SCS anticipates that the layout drawing depicting the intermediate phase for Phase III fill area, along with the typical detail sheet(s), will be appropriate for inclusion in the Solid Waste Permit Amendment documentation to be submitted to VDEQ under Task 5.

SCS assumes that the fill progression grading plans will be made available to us in electronic format. We anticipate participating in one site meeting to review filling sequence plans and future planned landfill development. At this time we will also discuss the different options that are available when developing the preliminary system design and the Masterplan Design Criteria Memorandum.

### TASK 3 – 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 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. Building on our previous work activities related to the existing pilot-scale LFG System, SCS will meet with Authority personnel to discuss the initial LFG collection and control system conceptual design for Phase III at the Facility. Topics to be considered and discussed with the Authority include:

- Type, configuration, and timing of extraction components
- Strategy and approach for dedicated well dewatering infrastructure
- Location and sizing of control device and other equipment
- 3-phase electrical service
- Regulatory requirements (Air Quality and Solid Waste)
- Operational sequence and constraints

SCS will request and obtain electronic CAD files from the facility (beyond those already in our possession) showing landfill design and operational sequence, liner as-built information, final design elevations, and recent topography for Phase III. The electronic CAD files will enable SCS to proceed with the initial LFG system preliminary design documents under this task.

The objectives of the LFG collection and control system 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:

- Combination of vertical wells, vertical caissons, and horizontal collectors. Wells will likely have 8-inch riser pipes installed in minimum 36-inch-diameter boreholes.
- Vertical wells will be located (where feasible) to minimize interference with the existing landfill operation and to reduce the potential for damaging the new wells; however, SCS believes portions of the top flat area and western sideslopes require vertical caissons and horizontal collectors to control fugitive emissions.
- Connections to additional leachate cleanout pipes, where appropriate.
- 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, air compressor, etc.
- The LFG system layout drawing will depict the alignment of header and lateral pipes, which will transport collected LFG to a 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.
- Assuming that condensate traps and condensate sumps (pump stations) will likely need to be installed in and along the Phase III waste footprint, the design will address traps or sumps at low points in the header pipe, allowing condensate to drain into existing leachate features, back into the waste mass, or be collected in vessels equipped with dedicated pumps.
- The condensate pump stations may employ pneumatic pumps, which would involve pneumatic supply lines and forcemains along with air release valves and manual isolation valves.
- A blower/flare station equipped with dual blowers, utility flare, propane pilot fuel, automatic shutoff valve, and appropriate instrumentation and controls. The Authority may want to consider provisions for backup power. The blower/flare station design will consider future expansion requirements to accommodate increased LFG recovery rates.

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.
- Mechanical drawings showing basic equipment layout and location of blower/flare station mechanical equipment and systems. Provide schematics of control systems and narrative of control system logic.
- Electrical drawings showing basic equipment and location of electrical system components including primary service circuits, transformers, and circuit panels.
- The design documents will include technical specifications for the LFG system. The specification sections will address earthwork, LFG extraction wells, horizontal collectors, condensate management system, blower/flare station, piping, valves, and instrumentation and controls.
- 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 4 sets of final design documents (drawings and technical specifications), sealed by a licensed engineer, along with cost estimate.

#### TASK 4 – PHASE III CONSTRUCTION DOCUMENTS

The final design drawings and technical specifications developed under Task 3 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 initial LFG collection and control system will be packaged within the abbreviated Project Manual for a design/build format.

Preparation of front-end specification documents in accordance with EJCDC Standards is not necessary under this design/build scenario. SCS-FS will provide Bonds and the following specifications will likely be warranted:

DIVISION 1: Summary of Work, Measurement and Payment, Surveying, Submittals, System Start-Up

SCS-FS will provide a final cost estimate.

The Construction Documents shall require that SCS-FS develop and submit operation and maintenance manuals in a form acceptable to the Owner. Instructional and training sessions shall be required to properly train the Owner's maintenance personnel.

SCS will compile the Project Manual, which will consist of SCS' final construction documents. For budgetary purposes, SCS assumes that 4 sets of construction documents (the Drawings and Project Manual) will be needed for internal use.

## TASK 5 – AIR QUALITY & SOLID WASTE PERMITTING

Once the design documentation has been developed and finalized, SCS will contact VDEQ Division of Land Protection and Revitalization and the Division of Air Quality to discuss whether the proposed LFG collection and control system at the Facility will require modification of the Solid Waste Permit and Air Quality Permit. Based on past correspondence with VDEQ, SCS anticipates a formal permit amendment process for the Facility's Solid Waste Permit will likely be necessary. The need for a formal permit amendment process to modify the Facility's Stationary Source Air Permit is uncertain in that the VDEQ Division of Air Quality may or may not require this. For budgetary purposes, we anticipate a meeting will be scheduled with the Authority and VDEQ to discuss the requirements to modify the Solid Waste Permit and Air Permit. We expect the design documentation developed under Task 3 (design narrative, drawings, and specifications) will be suitable for submission to VDEQ Solid Waste to obtain a permit amendment to incorporate the LFG collection and control system into the Solid Waste Permit. SCS will submit the design documentation developed under Task 3, along with supplemental information to address LFG management at the site, to VDEQ for processing the permit amendment.

In the event that a formal permit amendment is required for modification of the Facility's Air Permit, SCS will prepare an Air Permit Modification Application to incorporate the proposed LFG utility flare as an emissions source at the Facility. SCS will prepare a comparison of pertinent assumptions, conditions, and pollutant emission rates between the current Permit, and the Draft Application, for submittal to VDEQ which will address pollutant emission rates associated with the combustion device. A summary of activities to be performed by SCS is as follows:

- Calculate fugitive LFG emissions from the closed and active cells using updated annual waste receipts previously obtained from the Facility and revised waste acceptance quantity projections.
- Obtain and utilize certifications from the LFG control device manufacturers (utility flare) presenting the guaranteed emission factors for the utility flare.
- Review actual LFG recovery rates at the site and compare to estimated LFG production rates included in the previous Stationary Source Air Permit and Title V Permit applications and annual emission inventories.
- Prepare Form 7 Application forms to reflect changes in the pollutant emission rates at the facility.
- Prepare a revised Facility-Wide Emissions Inventory to accompany the Form 7 submission.
- Compile the documents listed above along with supporting documentation and submit to VDEQ for approval. The documentation will quantify facility-wide



potential-to-emit (PTE) emission rates and demonstrate whether the emissions trigger major source thresholds.

- Respond to VDEQ comments concerning the permit application documentation and revise the documents as appropriate.
- Review the draft permit and public participation notification (as applicable) issued by VDEQ and provide the Facility with a letter summarizing our review.
- Respond to VDEQ and EPA comments on the Draft Permit and prepare responses to public comments (as applicable).
- Review the Final Permit upon issuance and provide the Authority with a letter summarizing our review pertaining to the provisions of the Final Permit and highlight action items necessary for confirming compliance.

SCS will confirm that the permit reflects our understanding that the potential-to-emit (PTE) annual emission rates from the waste disposal units and LFG utility flares will not exceed New Source Review/Prevention of Significant Deterioration major source pollutant levels during the life of the permit. Based on the anticipated emission levels, SCS does not expect the Facility will trigger major source status or exceed PSD levels of any regulated pollutant under the Clean Air Act. Furthermore, we expect that GHG emissions by themselves will not trigger major New Source Review (PSD) permitting as a result of the recent SCOTUS case vacating that specific portion of the EPA GHG Tailoring Rule.

SCS will, as part of the Stationary Source Modification Application, review the potential applicability of the proposed revision of the NSPS for MSW landfills (40 CFR 60 Subpart XXX, published 7/17/14 and augmented on 8/14/15).

If required by VDEQ, SCS will coordinate with Campbell County to complete the Local Governing Body Certification Form to accompany the Application submitted to VDEQ. This Form provides a certification that the Facility is or will be consistent with all applicable local ordinances.

SCS will submit the draft documentation to the Authority for review, incorporate comments, and submit final copies to the Authority for signature and submittal to VDEQ. SCS will maintain communications with VDEQ DAQ personnel reviewing the permit documentation and respond to comments or questions as appropriate until such time as the Permit is issued. We have assumed that SCS will attend one meeting with the Authority and VDEQ, but have assumed that a public hearing will not be required.

Upon issuance of the amended Stationary Source Air Permit, SCS will confirm with VDEQ the applicable timeframe in which the Landfill will be required to submit a Title V Permit Application. SCS' efforts associated with modifying the Title V Air Permit will be addressed in a separate Work Order.

SCS assumes that installation of an active LFG collection system in Phase III will not require any modification of the Facility's industrial wastewater discharge permit or the

existing NPDES Permit. SCS also assumes the project will not require issuance of a land disturbance permit or any site plan or erosion and sediment control (E&S) approval process by local government agencies.

## TASK 6 – CONSTRUCTION QUALITY CONTROL AND CERTIFICATION

SCS will provide a qualified field engineer to perform on-site CQC activities during the installation 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.
- Observe blower/flare station construction. SCS will maintain a full-time presence at the site during blower/flare station site preparation, delivery, and connection activities to monitor construction materials and methods, recommend field modifications, 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 on-site 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 CQA Engineer as appropriate.
- Conduct a walk-through of the project, document the substantial completion inspection, and provide a punch-list for completion and issuance of final payment.
- Participate in the final acceptance inspection of the LFG collection system components with respect to their overall integrity and ability to perform as designed. 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 under a design/build scenario will be approximately 20 consecutive calendar weeks. For budgeting purposes, we have assumed that installation of the LFG extraction wells, horizontal collectors, collection piping, valves, wellhead connections, and condensate features will require SCS field staff to be at the site 8 hours per week (on average), for 20 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 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
- Test Reports
- Construction Photographs
- Record Drawing
- Blower/Flare Performance Test

The SCS-FS surveyor will provide as-built coordinates and elevation shots for key above-grade 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.

## TASK 7 – START-UP ASSISTANCE AND TRAINING

SCS will participate in the LFG collection and control system start up upon completion of construction. SCS will be responsible for the initial system start up and demonstrating that the system functions properly, and as designed. Under this task SCS will perform the following activities:

- Demonstrate operation of the major LFG system components and equipment under various operating scenarios and alarm sequences sufficient to obtain the Authority's final acceptance of the system.
- Demonstrate operation and navigation of the SCADA system and confirm full functioning of software on Authority's mobile devices and laptops.
- Balancing of the extraction system over a 3-day period. The technician will perform comprehensive monitoring events, including monitoring of all extraction wells, horizontal collectors, leachate cleanout connections, and the main header pipes at the blower/flare station. At each extraction component, SCS will record the LFG composition (i.e., concentrations of methane, carbon dioxide, oxygen, and balance gas) and vacuum using a GEM-2000 Infrared Gas Analyzer. Flow rates will be recorded at wellheads equipped with a flow measuring device.
- SCS will observe and inspect the condensate sumps, valves, flow meters, and blower/flare station controls and associated equipment to verify proper operation.
- In conjunction with the manufacturer, SCS will establish initial operating parameters, such as VFD set points, flare thermocouple set points, wireless data acquisition protocols, alarm call-out identifications, etc.
- As part of our field activities under this task, SCS will conduct a general field training exercise for Authority personnel, to communicate the basic procedures of our routine activities as they relate to the operations, maintenance, and monitoring of the LFG control system. SCS will conduct classroom-style training course to review of the Operations & Maintenance Manual documentation and field training of

Authority personnel to perform start-up and shutdown procedures and respond to malfunction events.

- SCS will establish a web-based database for the facility and enter the wellfield monitoring data and other relevant system information.

SCS anticipates that a technician or engineer will be on-site for approximately 3 full days to complete the field work associated with initial start-up and balancing. SCS will prepare and submit a start-up and monitoring report to the Authority within 2 weeks of the initial start-up and monitoring period. The report will include general recommendations for system operations and monitoring and will supplement the Operations & Maintenance Manual documentation.

## 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 – Review Conceptual LFG System Design   | 1 week   |
| • Task 2 – LFG System Masterplan                 | 1 week   |
| • Task 3 – Phase III LFG System Design Documents | 5 weeks  |
| • Task 4 – Phase III Construction Documents      | 2 weeks  |
| • Task 5 – Air Quality & Solid Waste Permitting  | 4 weeks  |
| • Task 6 – Construction Quality Control          | 20 weeks |
| • Task 7 – Start-Up Assistance/Training          | 1 week   |

## 3. COMPENSATION:

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

- |  |           |
|--|-----------|
| • Task 1 – Review Conceptual LFG System Design   | \$ 7,500  |
| • Task 2 – LFG System Masterplan                 | \$ 12,500 |
| • Task 3 – Phase III LFG System Design Documents | \$ 18,000 |
| • Task 4 – Phase III Construction Documents      | \$ 9,000  |
| • Task 5 – Air Quality & Solid Waste Permitting  | \$ 15,000 |
| • Task 6 – Construction Quality Control          | \$ 35,000 |
| • Task 7 – Start-Up Assistance/Training          | \$ 8,000  |

Total Amount of this Work Order = **\$105,000**

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. Attachment A-2 provides a breakdown of costs by task for completion of the activities described above.

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

ATTACHMENT A-2  
 BUDGETARY FEE ESTIMATE FOR LFG COLLECTION & CONTROL SYSTEM PLANNING, PERMITTING, DESIGN, & CQC  
 REGION 2000 REGIONAL LANDFILL - LIVESTOCK ROAD FACILITY

SCS ENGINEERS LABOR CATEGORY	Rate \$/hr	TASK 1 REVIEW CONCEPTUAL LFG SYSTEM DESIGN		TASK 2 LFG SYSTEM MASTERPLAN		TASK 3 PHASE III LFG SYSTEM DESIGN DOCUMENTS		TASK 4 PHASE III CONSTRUCTION DOCUMENTS		TASK 5 AIR QUALITY & SOLID WASTE PERMITTING		TASK 6 CONSTRUCTION QUALITY CONTROL		TASK 7 START-UP ASSISTANCE/ TRAINING		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Project Director	\$ 195	12	\$ 2,340	16	\$ 3,120	16	\$ 3,120	10	\$ 1,950	16	\$ 3,120	20	\$ 3,900	4	\$ 780	94	\$ 18,330
Project Advisor	\$ 145		\$ -		\$ -	16	\$ 2,320		\$ -		\$ -		\$ -		\$ -	16	\$ 2,320
Senior Project Professional	\$ 120	16	\$ 1,920	32	\$ 3,840	40	\$ 4,800	16	\$ 1,920	32	\$ 3,840	60	\$ 7,200	18	\$ 2,160	214	\$ 25,680
Project Coordinator	\$ 110	6	\$ 660	8	\$ 880	12	\$ 1,320	16	\$ 1,760	12	\$ 1,320	20	\$ 2,200	6	\$ 660	80	\$ 8,800
Project Professional	\$ 105		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff Professional	\$ 95		\$ -	8	\$ 760	32	\$ 3,040	16	\$ 1,520	40	\$ 3,800	170	\$ 16,150		\$ -	266	\$ 25,270
Senior Technician	\$ 85		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 340	28	\$ 2,380	32	\$ 2,720
Assoc. Staff Professional	\$ 80	24	\$ 1,920	40	\$ 3,200	24	\$ 1,920	12	\$ 960	24	\$ 1,920		\$ -	4	\$ 320	128	\$ 10,240
<b>TOTAL LABOR</b>		<b>58</b>	<b>\$ 6,840</b>	<b>104</b>	<b>\$ 11,800</b>	<b>140</b>	<b>\$ 16,520</b>	<b>70</b>	<b>\$ 8,110</b>	<b>124</b>	<b>\$ 14,000</b>	<b>274</b>	<b>\$ 29,790</b>	<b>60</b>	<b>\$ 6,300</b>	<b>830</b>	<b>\$ 93,360</b>
<b>OTHER DIRECT COSTS</b>																	
Auto/Mileage			\$ 250		\$ -		\$ 300		\$ 150		\$ 150		\$ 1,800		\$ 600		\$ 3,250
Lodging/Per Diem			\$ -		\$ -		\$ -		\$ -		\$ -		\$ 2,000		\$ 600		\$ 2,600
Telephone/Facsimile			\$ 25		\$ 25		\$ 75		\$ 30		\$ 40		\$ 170		\$ 50		\$ 413
Postage/Freight			\$ 25		\$ 35		\$ 51		\$ 40		\$ 30		\$ 50		\$ -		\$ 230
Reproduction/Printing			\$ 75		\$ 200		\$ 300		\$ 275		\$ 175		\$ 100		\$ 130		\$ 1,255
Computer			\$ 200		\$ 350		\$ 560		\$ 280		\$ 475		\$ 410		\$ 100		\$ 2,374
<b>TOTAL ESTIMATED ODC's BY TASK</b>			<b>\$ 574</b>		<b>\$ 609</b>		<b>\$ 1,287</b>		<b>\$ 774</b>		<b>\$ 870</b>		<b>\$ 4,530</b>		<b>\$ 1,479</b>		<b>\$ 10,122</b>
Administrative (15%)			\$ 86		\$ 91		\$ 193		\$ 116		\$ 130		\$ 680		\$ 222		\$ 1,518
<b>TOTAL</b>			<b>7,500</b>		<b>12,500</b>		<b>18,000</b>		<b>9,000</b>		<b>15,000</b>		<b>35,000</b>		<b>8,000</b>		<b>\$ 105,000</b>

Note:

1. Potential Air Permit fees have not been included in this fee estimate.

**SCS ENGINEERS**

**ATTACHMENT A-3. FEE SCHEDULE**

**January 1, 2016**

**Rate/Hour**

Project Director .....	\$195
Senior Project Advisor .....	\$175
Project Manager .....	\$170
Project Advisor .....	\$145
Project Superintendent .....	\$125
Senior Project Professional .....	\$120
Project Coordinator .....	\$110
Project Professional .....	\$105
Staff Professional .....	\$95
Designer .....	\$90
Senior Technician .....	\$85
Associate Staff Professional .....	\$80
Technician .....	\$65
Administrative .....	\$60

**General Terms:**

1. The hourly rates are effective through December 31, 2016. Work performed thereafter is subject to a new Fee Schedule.
2. The above rates include salary, overhead, administration, and profit. Costs for outside consultants, laboratory and subcontractors and for job related travel (current automobile mileage rate is \$0.54 per mile, or current IRS rate) and subsistence, computer and administration fee (\$4.00 per billable hour for non-field work), equipment, supplies, etc., are billed at actual cost plus 15 percent.
3. Charges for equipment usage will be invoiced in accordance with SCS' Equipment Rates schedule, plus 15 percent.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed to in writing. Client agrees to pay legal costs, including attorney's fees incurred by SCS in collecting any amounts past due and owing on client's account.
6. Rates for Senior Executives and Principals of the firm and special situations, such as litigation support and expert testimony, are negotiated on a project-specific basis.





**SCS FIELD SERVICES****ATTACHMENT B-1**

Revised April 19, 2016

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

Email: [BDick@scsengineers.com](mailto:BDick@scsengineers.com)

SUBJECT: Proposal for the Construction of the Phase III 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 III Landfill LFG Collection and Control System Lay Out Drawings and the Conceptual Design Specifications prepared by SCS Engineers, dated 4/15/16 . 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. 13 EA Gas Wells, (approx. 700 VF) 36" Bore, 6" SCH 80 PVC Casing.
3. One Low Point Drain Connection to Existing Leachate Cleanout Riser.
4. 13 EA 2 inch Fine Tune vertical Wellheads w/ Orifice Plate.
5. Approx. 1,200 LF 4" SDR 17 HDPE, LFG Collection Piping, Below Grade.
6. Approx. 250 LF 6" SDR 17 HDPE, LFG Collection Piping, Below Grade.
7. Approx. 1,425 LF 8" SDR 17 HDPE, LFG Collection Piping, Below Grade.
8. Approx. 1,430 LF 10" SDR 17 HDPE, LFG Collection Piping, Below Grade.
9. Approx. 680 LF 12" SDR 17 HDPE, LFG Collection Piping, Below Grade.
10. 1 EA 6" Butterfly Isolation Valve w/ Stem Extension, Below Grade.
11. 1 EA 8" Butterfly Isolation Valve w/ Stem Extension, Below Grade.
12. 1 EA 10" Butterfly Isolation Valve w/ Stem Extension, Below Grade.
13. Approx. 4,400 LF 4" HDPE Forcemain/ 2" HDPE Airline in Common Trench w/ LFG Header.



## SCS FIELD SERVICES

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14. 13 EA 4" Diam. Forcemain and 2" airline stub ups w/ HDPE cap
15. Remove Exist Condensate MH. and Install New 36" Condensate Sump w/ Electric Pump.
16. Approx. 200 LF of 4" Dia. Condensate FM from Condensate Sump Discharge to Existing Leachate MH.
17. 1 EA Condensate FM & Discharge to Existing Leachate MH and Sanitary Sewer.
18. One 12" HDPE Tie- in to Existing 12" HDPE Tee.
19. 4 EA LFG Header and Condensate Forcemain / Airline Termination for Future Expansion.
20. Blower Flare Station Site Work & Electrical Service.
21. Approx. 300 LF Chain Link Fence & Gate.
22. Concrete Pad for Blower Skid, Candlestick Flare & Pipe Supports.
23. LFG Blower/ Flare Station 2,000 SCFM, two redundant blowers, for - 70" WM Vacuum and +25" WC Discharge.
24. Site Regrading, Erosion & Sediment Control.
25. Construction Stake Out, As Built.
26. Payment & Performance Bond.

### COMPENSATION

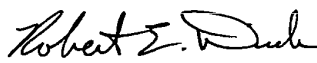
SCS-FS would be pleased to construct the project as described for **\$ 852,280.00** according to the unit prices included in the Price Schedule Sheet. The Unit Prices are based on the attached Assumptions and Conditions for Construction.

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

Very truly yours,



Guy F. Lewis  
Vice President  
SCS FIELD SERVICES



for Jose C. de la Lama  
Estimator  
SCS FIELD SERVICES

## SCS FIELD SERVICES

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

April 19, 2015

Our price includes obtaining building and electrical permit only.

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.

Our price assumes The Client will provide a 250 amps, 480 Volts, 3 phase electrical service within 100 Ft from the Flare Station.

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

Our price excludes rock excavation, if required to be performed on T & M basis.

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.

## ATTACHMENT B-2. LFG SYSTEM CONSTRUCTION COST ESTIMATE

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

Date: Rev. 4/19/2016

No.	Item Description	Quantity	Unit	Unit Price	Total Cost
1	Mobilization/Demobilization	1	LS	\$20,000	\$20,000
<b>LFG EXTRACTION COMPONENTS &amp; WELLFIELD INFRASTRUCTURE</b>					
2	LFG Extraction Wells - 6" SCH 80 PVC	700	VF	\$90	\$63,000
3	Leachate Cleanout Connection	1	EA	\$1,500	\$1,500
4	LFG Extraction Wellheads - 2" Standard	13	EA	\$750	\$9,750
5	4" Dia. LFG Collection Piping (Below Grade)	1,200	LF	\$23	\$27,600
6	6" Dia. LFG Collection Piping (Below Grade)	250	LF	\$26	\$6,500
7	8" Dia. LFG Collection Piping (Below Grade)	1,425	LF	\$32	\$45,600
8	10" Dia. LFG Collection Piping (Below Grade)	1,430	LF	\$38	\$54,340
9	12" Dia. LFG Collection Piping (Below Grade)	680	LF	\$43	\$29,240
10	6" Dia. LFG Isolation Valves (Below Grade)	1	EA	\$1,800	\$1,800
11	8" Dia. LFG Isolation Valves (Below Grade)	1	EA	\$2,800	\$2,800
12	10" Dia. LFG Isolation Valves (Below Grade)	1	EA	\$3,500	\$3,500
<b>LFG WELLFIELD DEWATERING SYSTEM INFRASTRUCTURE</b>					
13	4" Dia. Condensate Forcemain / 2" Airline in Common Trench w/ LFG Header	4,400	LF	\$7	\$30,800
14	4" Dia. Condensate Forcemain / 2" Airline stub ups w/ HDPE cap	13	EA	\$250	\$3,250
<b>LFG CONDENSATE MANAGEMENT</b>					
15	Remove Exist. Condensate MH and Install New 36" Condensate Sump w/ Electric Pump	1	EA	\$36,000	\$36,000
16	4" Dia. Condensate Forcemain from Condensate Sump to Leachate MH Discharge	200	LF	\$42	\$8,400
17	Tie-In Condensate Discharge to Existing Sanitary Sewer	1	EA	\$4,000	\$4,000
<b>TIE-IN CONNECTIONS &amp; TERMINATIONS</b>					
18	Tie-In to Existing 12" HDPE Tee	1	EA	\$1,500	\$1,500
19	LFG Header and Condensate Forcemain/Airline Termination for Future Expansion	4	EA	\$1,400	\$5,600
<b>LFG BLOWER/FLARE STATION</b>					
20	Blower/Flare Station Site Work & Electrical Service	1	LS	\$73,000	\$73,000
21	Chain Link Fence & Gate	300	LF	\$35	\$10,500
22	Concrete Pads for Blower Skid & Flare, Pipe supports	1	LS	\$32,000	\$32,000
23	LFG Blower/Flare Station 2,000 SCFM	1	LS	\$338,600	\$338,600
<b>MISCELLANEOUS</b>					
24	Regrading, E&S Controls	1	LS	\$12,000	\$12,000
25	Construction Stake Out, as built	1	LS	\$16,000	\$16,000
26	Payment & Performance Bond	1	LS	\$15,000	\$15,000
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$852,280</b>

## Notes:

- Well Schedule on Concept Design Drawing presents total boring depth for 13 vertical LFG extraction wells equal to 650 feet. Assume actual well depth to be installed will be 700 feet to account for additional waste depth attributed to filling operations since the landfill surface elevations were surveyed in April 2016.
- Wellhead quantity reflects 13 vertical LFG extraction wells, and 1 leachate cleanout connections.
- This estimated construction cost to install the LFG System is based on the Phase III LFG System Layout Drawing and the Conceptual Design Specifications, prepared by SCS Engineers, dated 4/15/16, respectively.

## ATTACHMENT

Environmental Consultants & Contractors

11260 Roger Bacon Drive  
Suite 300  
Reston, Virginia 20190

703-709-0004  
Fax 703-709-0268  
www.scsfieldservices.com

### SCS FIELD SERVICES

October 15, 2015  
Proposal No. 9000001.07

Mr. Bob Dick, P.E.  
Vice President  
SCS Engineers  
15520 Midlothian Turnpikes  
Midlothian, VA 22113

Subject: Proposal for Landfill Gas Collection and Control System Operation, Monitoring, and Maintenance Services at the Region 2000 Regional Landfill - Livestock Road Facility, Rustburg, Virginia

Bob:

SCS Field Services (SCS-FS) has prepared this proposal to provide landfill gas (LFG) collection system operations, monitoring, and maintenance (OM&M) services at the subject site. Our Work Scope, Assumptions and Conditions, and Compensation are contained herein. We have prepared the Work Scope to meet your needs, based on our understanding of the project, our knowledge of the subject site, and our experience in providing LFG related OM&M services nationwide.

### WORK SCOPE

SCS-FS has prepared this Work Scope to meet the expected requirements for the OM&M of the landfill gas collection system. SCS-FS proposes to have one technician assigned to the site to accomplish the related tasks. We propose to divide OM &M into the following tasks:

- Task 1 - LFG System Routine OM&M
- Task 2 - Non-Routine Maintenance

### Task 1 – LFG System Routine O&M

SCS-FS recommends that two visits per month would provide sufficient coverage to monitor and maintain the flare and the wellfield and to keep up on the routine maintenance of the system.

### Blower/Flare Station

SCS-FS will check the system components twice a month and note the condition of the equipment, as appropriate. Minor problems such as damaged or deteriorated monitoring ports will be corrected during the check. Major problems will be relayed to Region 2000 Services Authority personnel (Authority) immediately; SCS-FS can proceed with correction via the non-routine provisions of this proposal pending discussion with Authority. At a minimum, SCS-FS will measure (and/or observe), maintain, and record:

Mr. Bob Dick, P.E.

October 15, 2015

Page 2

- Gas composition, including methane, carbon dioxide, oxygen, and balance gas (assumed to be nitrogen) at the flare
- Pressure (vacuum) at the blower/flare inlet, knockout pot inlet and outlet, blower inlet and outlet, flare inlet, flame arrester, and the main header lines
- Gas flow rate, from station instrumentation
- Weather including barometric pressure conditions
- Liquid levels in the condensate knockout pot
- Blower status, runtime hours, and amperage
- Air system pressure
- Propane supply and pressure
- Flare temperature
- Gas temperature
- Confirm proper operation of the gas analyzer

SCS-FS will confirm the vacuum to the flare in order to maintain sufficient extraction on the wellfield to control odor. Scheduled routine maintenance items (based on manufacturer's recommendations and/or field experience) will be conducted during the visits and may include:

- Check the blower oil level (if applicable); lubricate per factory specifications
- Check and confirm the automatic shutdown valve operation
- Check the hand operated butterfly valves for proper workability
- Check the flare pilot operation (including pilot fuel tank level)
- Test the automatic restart function to verify proper operation sequence
- Drain the condensate knockout pot, as necessary
- Clean the flame arrester, as necessary

If additional parts, supplies and personnel are required (including but not limited to additional thermocouples, grease, gaskets, man lifts, etc.) these items will be addressed under the non-routine provisions under task 2.

### **LFG Extraction System**

SCS-FS will monitor the LFG extraction system twice each month with one technician in order to meet the operational goals of the Authority. SCS-FS will observe system components for proper operation during our monitoring event. Minor problems such as damaged or deteriorated monitoring ports should be corrected during the check. Major problems should be considered

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Mr. Bob Dick, P.E.  
October 15, 2015  
Page 3

immediately; we can proceed with correction via the non-routine services task pending discussion with the Authority. At a minimum, measure (and/or observe), maintain, and record:

- LFG composition (methane, carbon dioxide, oxygen, and balance gas)
- Well head gas pressure
- Available pressure and differential pressure at active extraction wells
- Well head gas temperature
- Well head piping and well bore seal condition at the landfill surface will be noted, as appropriate

In conjunction with the extraction well monitoring, adjustments should be made at each well as required to maintain odor control. Routine maintenance will include:

- Well head piping and well bore seal condition at the landfill surface will be noted, as appropriate
- Check the monitoring ports and replace if damaged
- Check the flex hose clamps and tighten as required
- Check the flow control valve for smooth operation
- Check for air/gas leaks around the flanges, valves, and fittings

In general, SCS personnel will be vigilant to changes at the site. Such changes, whether caused by vandalism, landfill settlement, or inadvertent damage from site activities, will be reported at once to Authority personnel.

### **Cover Maintenance Monitoring**

Once each month, SCS-FS will inspect the surface of the landfill for stressed vegetation, cracks in the soil, and soil erosion, as related to the LFG system. SCS-FS will note our observations in our daily logs, which will be submitted to an Authority representative in our monthly OM&M report.

### **Monthly OM&M Data Reporting**

SCS' project manager will contact the Authority each month to review the collected data. Based on this data review, SCS and the Authority will confer to evaluate, plan, and schedule the activities necessary to operate and maintain the system. This will include:

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Mr. Bob Dick, P.E.  
October 15, 2015  
Page 4

- Confirm proper operation of the system components
- Confirm/initiate appropriate measures required to maintain migration/emissions control
- Provide recommendations to improve system operation
- Set LFG flow targets and make extraction point adjustments
- Plan and schedule routine and non-routine operation and maintenance goals and activities

All data collected will be maintained in SCS' secure online data management system, SCS Etools. This service provides users with on-demand access to organized data and can track long-term trends. Key Authority personnel will be provided with user names and passwords to access the database from any internet connection.

SCS-FS will prepare a written report following the completion of each month. Each written report will include a description of activities conducted during the monitoring event, discussion of the data collected, and our recommendations based on our evaluation of the data.

## Task 2 – Non-Routine Scheduled Maintenance

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified during the routine visits. This work could include items such as major header pipe realignment, resetting of pipe supports, repair of broken valves, replacement of torn flex hoses, repair of lateral lines, installation of replacement extraction wells, cleaning the flame arrestor, etc.

Non-routine maintenance is essential for proper system operation; however, it is considered the type of work that can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc. This work will only be performed subsequent to notification to, and authorization from the Authority.

## COMPENSATION

The compensation for the services described in this proposal will be as follows:

- **Task 1 LFG System Routine Operations, Monitoring, & Maintenance** will be performed on a lump sum basis for the amount of \$ 3,600 per month.
- **Task 2 Non-Routine Scheduled Maintenance** will be performed on a time-and-materials basis in accordance with our current Fee Schedule Rates (see Attachment A). Due to the urgent nature of this work, SCS-FS will respond to site conditions as required; cost estimates will be provided for these services. The work would proceed subsequent to authorization from the Authority.

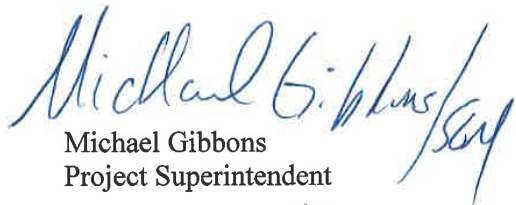
C-1-4



Mr. Bob Dick, P.E.  
October 15, 2015  
Page 5

SCS-FS, an employee-owned company, thanks you for the opportunity to prepare this proposal. Please contact either of the undersigned if you have questions or require additional information.

Very truly yours,



Michael Gibbons  
Project Superintendent  
**SCS FIELD SERVICES**



Scott G. Messier  
Project Manager  
**SCS FIELD SERVICES**

Attachments

## ASSUMPTIONS AND CONDITIONS

This scope of services and corresponding fee estimate are based on the following assumptions and conditions:

1. SCS-FS is not responsible for trace constituents in the flare stack gas with respect to the potential health and safety hazards associated with flaring of the gas.
2. The Routine OM&M price is valid for the initial term of the Agreement that will be executed between SCS and the Authority.
3. Additional reporting and/or analysis that may be requested by the Authority will be performed as a non-routine service and billed on a time-and-materials basis.
4. Propane or nitrogen for the blower/flare station will be provided by others.
5. The scope of services, labor schedule, and compensation for the OM&M tasks was developed assuming that field personnel would perform routine services Monday through Friday during regular working hours (8:00 a.m. to 5:00 p.m.) with unrestricted site access for personnel, equipment, and materials to enable completion of the work.
6. Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Division Health and Safety Task Force, "A Compilation of Landfill Gas Laboratory and Field Practices and Procedures", dated March 1992. Additional health and safety requirements can be provided with adjustment in our price.
7. All permits (environmental, labor, structural, electrical, etc.) will be provided by others.
8. The Authority is responsible for notifying SCS of any risks at the site and all environmental, safety and health procedures required by any applicable federal, state and/or local law, regulations, and order.
9. At no time shall the title to any hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement between SCS and the Client be interpreted to permit SCS to assume the status of "generator", "transporter", or "treatment, storage or disposal facility" under state or federal law.
10. This proposal and Assumptions and Conditions shall become a part of a mutually satisfactory contract agreement or purchase order

## SCS FIELD SERVICES

### ATTACHMENT C-2

#### OM&M FEE SCHEDULE

(Effective May 1, 2016 through April 30, 2017)

<b>Technical Field Personnel</b>	<b>Rate (\$)/Hour</b>
Laborer .....	58
Fusion Technician .....	62
Technician .....	74
Foreman .....	86
Plant Operator .....	86
Equipment Operator .....	90
Senior Technician .....	95
Mechanic .....	100
Superintendent .....	100
Controls Specialist .....	125
Senior Superintendent .....	135

<b>Management/Support Personnel</b>	<b>Rate (\$)/Hour</b>
Secretarial .....	50
Project Administrator .....	70
Field Data Analyst .....	75
Senior Project Administrator .....	85
Project Coordinator/Accountant .....	100
Designer/Drafter .....	105
Project Professional/H&S Specialist .....	125
Sr. H&S Advisor .....	152
Controls & Instrument Engineer .....	160
Regional Field Compliance Auditor .....	162
System Integrator .....	180
Senior Project Professional .....	185
Project Manager/H&S/National Compliance Manager .....	198
Sr. Project Manager .....	210
Sr. Project Advisor .....	228
Regional Manager/Project Director .....	235

#### General Terms

1. Labor rates are in effect until April 30, 2017. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits,



fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.50 per mile. Trucks will be charged at \$18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)

3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.
11. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$248/hour for Vice Presidents and other Principals and \$292/hour for Senior Vice Presidents and Senior Executives.

## SCS FIELD SERVICES

### FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

(Effective May 1, 2016 through April 30, 2017)

	<b>Rate (\$)</b>
<b>GEM 2000 Gas Analyzer:</b>	
• Daily Rate .....	185/day
• Weekly Rate.....	555/week
• Monthly Rate .....	1,665/month
H <sub>2</sub> S Gas Pod.....	10/day
<b>SEM 500 Emissions Monitor:</b>	
• Daily Rate .....	185/day
• Weekly Rate.....	555/week
• Monthly Rate .....	1,665/month
Q Rae Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/Combustibles .....	50/day
Micro Max Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/COI Combustibles .....	50/day
M-40 Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/Combustibles.....	50/day
Magnehelic Pressure Set.....	20/day
Kurz Air Velocity Meter.....	35/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump .....	15/each
Metal Bellows Vacuum Pump .....	35/day
<b>Bar Punch:</b>	
• Daily Rate .....	10/day
• Weekly Rate.....	30/week
• Monthly Rate .....	90/month
Fisher M95 Metal Detector .....	30/day
Dewatering Pump (Trash Pump) .....	45/day
<b>TVA-1000 Flame Ionization Detector:</b>	
• Daily Rate .....	185/day
• Weekly Rate.....	555/week
• Monthly Rate .....	1,665/month
<b>MiniRae 2000 PID:</b>	
• Daily Rate .....	150/day
• Weekly Rate.....	500/week
• Monthly Rate .....	1,500/month



**Rate (\$)**

Air Sampling Station:

- Daily Rate .....50/day
- Weekly Rate.....200/week

Transit:

- Daily Rate .....15/day
- Weekly Rate.....75/week
- Monthly Rate .....250/month

Level:

- Daily Rate .....15/day
- Weekly Rate.....65/week
- Monthly Rate .....195/month

Pipe Laser:

- Daily Rate .....50/day
- Weekly Rate.....220/week
- Monthly Rate .....650/month

- Water Trailer .....75/day
- PAS 3000 Personal Air Sampling Pump .....25/day
- Tedlar Bag (10-Liter).....40/each
- Non-Contaminating Air Sampling Pump.....25/day
- Interface Probe .....50/day

Submersible Pump:

- Daily Rate .....50/day
- Weekly Rate.....150/week
- Monthly Rate .....450/month

Water Level Indicator:

- Daily Rate .....20/day
- Weekly Rate.....60/week
- Monthly Rate .....180/month

100-Foot Temperature Probe:

- Daily Rate .....15/day
- Weekly Rate.....45/week
- Monthly Rate .....135/month

	<b>Rate (\$)</b>
Teflon Well Bailer .....	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck .....	144/day
 No. 12 P.E. Fusion Machine (1”-2”):	
• Daily Rate .....	50/day
• Weekly Rate.....	150/week
• Monthly Rate .....	450/month
 No. 14 P.E. Fusion Machine (1”-4”):	
• Daily Rate .....	80/day
• Weekly Rate.....	240/week
• Monthly Rate .....	720/month
 No. 28 P.E. Fusion Machine (2”-8”):	
150/day	
 412 P.E. Fusion Machine (4”-12”):	
• Daily Rate .....	225/day
• Weekly Rate.....	675/week
• Monthly Rate .....	2,025/month
 618 P.E. Fusion Machine and Tool Truck .....	
400/day	
 Trackstar 500 Fusion Machine.....	
425/day	
 Sidewinder P.E. Fusion Machine.....	
100/day	
 Air Compressor.....	
60/day	
 Arc Welder.....	
75/day	
 Generator (3,500-Watt).....	
45/day	
 Generator (5,000-Watt).....	
60/day	
 Generator (6,000-Watt):	
• Daily Rate .....	65/day
 Generator (8,000 Watt):	
• Daily Rate .....	75/day
• Weekly Rate.....	225/week
 Isolation Pinch-off Tools:	
• Daily Rate .....	25/day
• Weekly Rate.....	75/week
• Monthly Rate .....	225/month

	<b>Rate (\$)</b>
Leister Extrusion Welding Gun .....	120/day
Plate Compactor.....	75/day

4-Wheeler (ATV):

- Daily Rate .....50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate .....100/day
- Weekly Rate.....300/week
- Monthly Rate ..... 900/month

Cub Cadet:

- Daily Rate .....175/day
- Weekly Rate.....525/week
- Monthly Rate ..... 1,575/month

Chain Saw:

- Daily Rate .....10/day
- Weekly Rate.....30/week
- Monthly Rate ..... 90/month

Friatec Electrofusion Machine:

- Daily Rate .....100/day
- Weekly Rate.....300/week
- Monthly Rate ..... 900/month

Horiba Water Quality Meter:

- Daily Rate .....40/day
- Weekly Rate.....120/week
- Monthly Rate ..... 360/month

Hydrogen Sulfide Meter:

- Daily Rate .....100/day
- Weekly Rate.....300/week
- Monthly Rate ..... 900/month



**Rate (\$)**

Infrared Thermometer:

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate ..... 75/day
- Weekly Rate..... 225/week
- Monthly Rate ..... 675/month

Earth/Resistance Tester:

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Pitot Tube and Gauges:

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Pressure Washer:

- Daily Rate ..... 50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 300/month

Squeeze Tool:

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Turbidity Meter/Conductivity Meter:

- Daily Rate ..... 25/day
- Weekly Rate..... 75/week
- Monthly Rate ..... 225/month

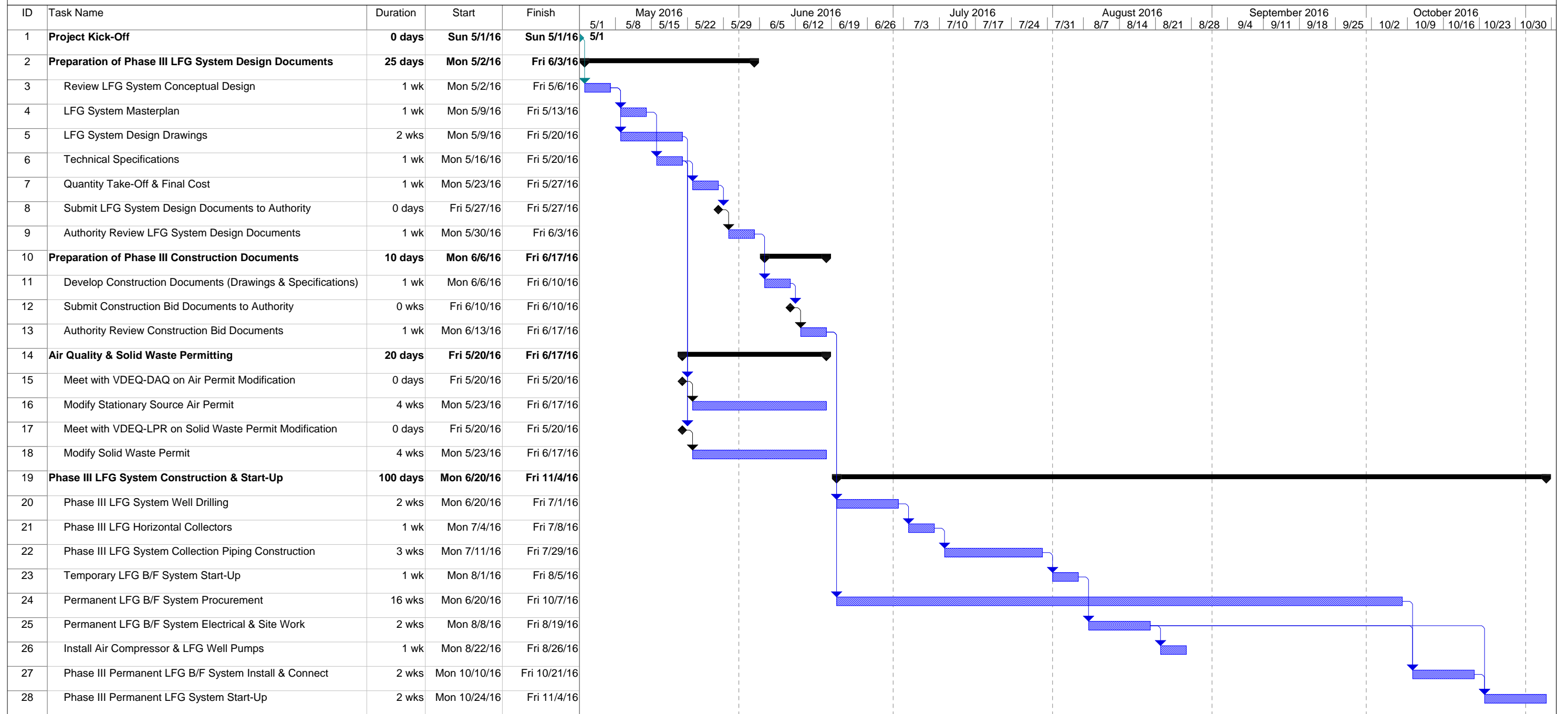
	<b>Rate (\$)</b>
<b>Vacuum Air Pump:</b>	
• Daily Rate .....	100/day
• Weekly Rate .....	300/week
• Monthly Rate .....	900/month
Video Camera System.....	200/day
<b>Weed Trimmer</b>	
• Daily Rate .....	25/day
• Weekly Rate .....	75/week
• Monthly Rate .....	225/month
<b>Safety Equipment:</b>	
• Tyvek Suit (each).....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair) .....	15/each
• Rubber booties (per pair) .....	15/each
• Organic Vapor Cartridges (per pair) .....	20/each
• Organic Vapor/Acid Cartridges (per pair) .....	25/each
• Cartridges pre-filters (per pair) .....	15/each
• Half face respirator (each) .....	20/day
• Full face respirator (each) .....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
- Daily Rate .....	35/day
- Weekly Rate.....	105/week
- Monthly Rate .....	315/month
• SCBA .....	55/day

**General Terms**

1. Rates are in effect until April 30, 2017. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.

4. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
5. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
6. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

## Attachment D. Region 2000 Regional Landfill LFG System Planning, Permitting, Design & Construction Preliminary Schedule



Project: 02195001.xx Date: Rev 4/19/16	Task		Rolled Up Progress		Inactive Task		Duration-only		External Tasks		External Milestone	
	Milestone		Split		Inactive Milestone		Manual Summary Rollup		External Milestone		Progress	
	Summary		External Tasks		Inactive Milestone		Manual Summary		Progress		Deadline	
	Rolled Up Task		Project Summary		Inactive Summary		Start-only		Deadline			
	Rolled Up Milestone		Group By Summary		Manual Task		Finish-only					

**Landfill Gas Collection and Control System  
Design/Build/Operate (DBO) Project  
Region 2000 Regional Landfill – Livestock Road Facility (Landfill)  
Rustburg, Virginia**

**THIS DESIGN/BUILD/OPERATE AND MASTER SERVICES AGREEMENT** (hereafter “Agreement”) is made by and between Region 2000 Services Authority (hereafter “Region 2000”), and SCS Engineers (hereafter “SCS”).

**WHEREAS**, the Region 2000 intends to engage SCS to design, build and then operate a landfill gas collection system and additionally, from time to time, to perform additional services as specified in supplemental Work Orders for general engineering and construction services. The parties thereby agree as follows:

**ARTICLE 1 – SCOPE OF SERVICES.** SCS shall provide construction and professional services (hereafter “Services”) for the Region 2000 Regional Landfill – Livestock Road Facility as set forth in Attachments A-1, B-1, and C-1. In addition SCS may perform other services for other projects as requested (hereafter “Project(s)”) pursuant to Work Orders that may be issued from time to time by Region 2000 all in accordance with the terms and conditions of this Agreement (hereafter the “Work”). For the other Projects, Region 2000 may request SCS to submit a proposed Work Order. Region 2000 shall indicate its approval of Work Orders by signing and returning one copy of the Work Order to SCS.

**ARTICLE 2 – RESPONSIBILITIES OF REGION 2000.** Region 2000 will:

- 2.1 Cooperate with SCS in all respects.
- 2.2 Designate in writing a person or persons to act as Region 2000’s representative with respect to the Services to be performed herein or pursuant to any Work Order. Such person or persons shall have authority to provide instructions to SCS and to receive information and to interpret and define Region 2000’s policies and decisions with respect to all aspects of the Work covered by this Agreement.
- 2.3 Furnish SCS with data, reports, surveys, and other materials and information required for SCS to perform the Services and as applicable the Work, provided by SCS.
- 2.4 Acquire all land and rights-of-way as required for the Services and Work provided.
- 2.5 Provide access to each Project site and make all provisions for SCS to enter upon public and private lands as required for SCS to perform its Services and Work under this Agreement.
- 2.6 Provide at the job site for the benefit and use of SCS in the provision of Services and performance of the Work, sufficient trailer space, parking space and storage space for materials and construction equipment.
- 2.7 Examine all studies, reports, sketches, construction costs, specifications, drawings, proposals and other documents presented by SCS to Region 2000, and promptly render in writing Region 2000’s decisions pertaining thereto within the time necessary for SCS to properly perform the Services and Work.
- 2.8 Give prompt written notice to SCS whenever Region 2000 observes or otherwise becomes aware of any defect in the Services or Work rendered by SCS.
- 2.9 For additional services requested by a Work Order furnish to SCS, Region 2000’s requirements.
- 2.10 Provide to SCS all budget requirements, if any, applicable to the Services or the Work.
- 2.11 Make application to all Federal, state, county and municipal agencies and secure and pay for, all governmental approvals, permits, licenses, and variances required for the performance of the Services or the Work.

2.12 Not cause any other construction or other activities (except routine waste placement operations) to be undertaken in the immediate area of the job site where the Services or the Work is to be performed by SCS under this Agreement without the consent of SCS.

2.13 In addition to the contract sum, pay all sales and use taxes imposed upon SCS in the performance of the Services or the Work, unless such sales and use taxes are included in the contract sum.

### **ARTICLE 3 - RESPONSIBILITIES OF SCS**

3.1 Cause the Services and Work to be performed in accordance with the Contract Documents.

3.2 Pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the execution and completion of the Services or the Work.

3.3 Keep the job site free from accumulation of construction waste materials or rubbish caused by its operations during the performance of the Services or Work. At the completion of the Services or Work, SCS shall remove all its construction wastes from and about the job site as well as its tools, construction equipment, machinery and surplus materials and shall leave the job site "broom-clean" or its equivalent.

3.4 Assist Region 2000 in making application to all Federal, state, county and municipal agencies for the purpose of obtaining all governmental approvals, permits, licenses and variances required for the performance of the Services or Work, provided nevertheless, that Region 2000 shall be responsible for the actual obtainment at its expense of all such approvals, permits, licenses and variances.

3.5 Prepare Change Orders for the Region 2000's approval and execution.

3.6 SCS, subject to the provisions of this article hereof, shall perform the Services and the Work in accordance with good and sound professional practices. SCS's construction services shall be free from defects in workmanship and in conformance with the Contract Documents. This statement of SCS's responsibilities is expressly in lieu of all other guaranties and warranties, express or implied, including any warranties of merchantability and fitness. SCS's liability hereunder shall be limited to remedying, at its own expense, any failure of SCS to perform the Services or Work as provided hereinabove, provided however: (i) that such defect shall manifest itself on or before the expiration of 12 months following the date of substantial completion, and (ii) that Region 2000 shall give notice in writing to SCS of such defect on or before the expiration of 12 months following the date of substantial completion. In lieu of remedying such defect in the Services or Work, SCS, with the concurrence of Region 2000, may pay Region 2000 the cost of repair thereof.

3.7 SCS does not guarantee nor warrant the quality or suitability of any process to be used by Region 2000 in the completed facility or any product to be manufactured by Region 2000 in the completed facility.

### **ARTICLE 4 – CHANGES IN THE SERVICES.**

4.1 Changes may be made to the Services. Region 2000 may order additional Services upon the agreement of SCS. Region 2000 may delete previously ordered Services.

4.2 The provisions of this Agreement, with an equitable adjustment in the SCS compensation and schedule, shall apply to all changes in the Services.

4.3 In the event Region 2000 directs SCS to make changes to the Services without issuing a written amendment, SCS shall be compensated for the changed Services in accordance with SCS' then current standard rates unless otherwise agreed in writing by the parties.

### **ARTICLE 5 – SCHEDULE.**

5.1 The Parties will mutually agree upon a schedule for performance of the Services and the Work.

5.2 SCS will begin performance of the Services upon Region 2000's performance of all such Region 2000 responsibilities, as set out herein, which are reasonably required in order for SCS to begin and to perform the Services in accordance with the schedule as set forth in Attachment D or any Work Order.

**ARTICLE 6 – COMPENSATION.**

6.1 For the Services as set forth in Attachments A-1, B-1, and C-1 or the Work Order, SCS shall be compensated in accordance with the terms set forth therein.

**ARTICLE 7 – PAYMENT.** Payment for Services rendered by SCS shall be in accordance with the following:

7.1 Invoices will be submitted by SCS every month and will indicate:

- (a) for time and expenses compensation, the time and expenses incurred during the period.
- (b) for lump-sum compensation, the percentage of work completed during the period.
- (c) for other compensation: \_\_\_\_\_.

7.2 For the Services specified herein and for Work Orders that may be issued Region 2000 will pay the sum of \$0 upon execution of this Agreement as a professional retainer. This sum shall be applied as a credit to Region 2000 on SCS' final monthly invoice for Services under this Agreement.

7.3 Payments for invoices issued by SCS are due and payable upon receipt.

7.4 Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

7.5 If Region 2000 does not make timely payments, SCS may suspend performance of the Services on the basis of non-performance on the part of Region 2000. When all amounts due are paid, and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCS will continue performance of the Services.

7.6 Region 2000 agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Region 2000 is responsible pursuant to this Agreement.

**ARTICLE 8 – INSURANCE.** SCS shall, shall purchase and maintain the insurance described below.

8.1 Workers' Compensation including occupational disease in accordance with the state statutory requirements and employer's liability insurance covering all SCS's employees engaged in the performance of this Agreement in the minimum sum of \$1,000,000.

8.2 Commercial general liability insurance covering death or bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3 Comprehensive automobile liability insurance covering SCS for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with a combined single limit of \$1,000,000.

8.4 Certificates of insurance covering all of the insurance required to be maintained by SCS shall be filed with the Client.

8.5 Professional liability insurance covering SCS's professional negligence in the minimum sum of \$1,000,000.

**ARTICLE 9 – LIMITATION OF LIABILITY.**

9.1 This Article 9 states the agreement of the parties with respect to allocation of the risks inherent in the type of projects undertaken herein. The parties agree that the total liability of SCS under this Agreement and for each Work Order shall be limited to the amount covered, if any, by SCS' liability insurance then in effect up to an amount of \$1,000,000.

9.2 If Region 2000 desires that SCS assume more of the risk under this Agreement or for an individual Work Order than as specified above, then in consideration of Region 2000's paying a surcharge (in addition to the compensation specified in a Work Order), which surcharge shall be separately identified on such Work Order, SCS's total liability for such Work Order shall then be limited to the amount covered as identified in the Work Order.

#### **ARTICLE 10 – RELEASE AND INDEMNIFICATION.**

10.1 It is understood and agreed that, in seeking the Services of SCS or authorizing Work under this Agreement, Region 2000 may be requesting SCS to undertake obligations for the Region 2000's benefit involving the presence or potential presence, or release or potential release to the environment, of hazardous substances and other contaminants. Therefore, Region 2000 agrees to release, hold harmless, indemnify, and defend SCS from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or contaminants of any kind, excepting only such liability as may arise out of the sole negligence of SCS.

10.2 Except as provided in Article 10.1 above, and to the extent provided above, SCS shall indemnify and hold harmless Region 2000 from and against any liabilities, claims, and causes of action which Region 2000 may suffer to the extent due to the negligent acts, errors, or omissions of SCS or SCS' agents, employees or subcontractors in the performance of this Agreement.

#### **ARTICLE 11 – GENERAL PROVISIONS.**

11.1 SCS will perform its Services and as specified in Work Orders, in a timely manner. SCS is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

11.2 SCS shall be entitled to rely on information provided by Region 2000. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Region 2000, or differ materially from what reasonably could have been anticipated given the nature of the Services.

11.3 SCS shall perform its Services in accordance with the professional standards applicable to the Services provided (i.e., engineering, planning, consulting, or others) at the time such Services are rendered. SCS makes no other warranty, either expressed or implied, as part of this Agreement.

11.4 SCS shall not disclose, or permit disclosure of any information designated by Region 2000 as confidential, except to its employees and other consultants who need such information in order to properly execute the Services of this Agreement. This provision shall not apply to information which: (1) has been published and is in the public domain, (2) has been provided to SCS by third parties who have the legal right to possess and disclose the information, (3) was in the possession of SCS prior to the disclosure of such information to SCS by Region 2000, (4) is required by law or any governmental agency to be disclosed or (5) would require disclosure to comply with the ethical obligations of SCS to protect the public.

11.6 All drawings, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such the original documents, are and remain the property of SCS.

11.7 If construction at a site is to be performed by a person other than SCS, Region 2000 agrees to require such person to assume sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. SCS shall have no responsibility for site health and safety for anyone other than its own employees. Region 2000 agrees SCS shall not be responsible for and does hereby release, hold harmless, indemnify and defend SCS from and against all claims, losses, damages, liability and costs, including costs of defense thereof, arising out of or in any way connected with the performance of construction work by persons other than SCS.

11.8 To the extent specifically provided in the Services or a Work Order, SCS will be available for advice and consultation, and will monitor on a limited basis construction work performed by persons other than SCS. SCS accepts no responsibility and makes no warranty whatsoever that construction work performed by other persons meets the design specifications (this being the sole responsibility of Region 2000) unless the Work Order provides specifically for SCS to assume such responsibility. In no event shall SCS be responsible for the means, method or manner of performance of any persons other than SCS or its subcontractors.



11.9 At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to SCS, nor shall any provision of this Agreement or any Work Order be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger," or "treatment, storage or disposal facility" under state or federal law.

11.10 Region 2000 without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions or modifications, and the contact sum and the time for the completion of the Work shall be adjusted accordingly. All such changes in the Work shall be authorized by a change order or by separately issued Work Orders.

**ARTICLE 12 – DELEGATION OF DUTIES; ASSIGNMENT; SUCCESSORS.** Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

**ARTICLE 13 – EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated agreement between Region 2000 and SCS and supersedes all prior negotiations, representations, or agreements, either written or oral, for this Project. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect.

**ARTICLE 14 – PARTIES TO AGREEMENT.** For the purposes of this Agreement, the term "SCS Engineers" shall mean Stearns, Conrad and Schmidt Consulting Engineers, Inc.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

**REGION 2000:**

**SCS ENGINEERS:**

**SIGN:** \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **Draft - Property Value Protection Program**

Region 2000 Services Authority

~~March 23, 2016~~

April 14, 2016

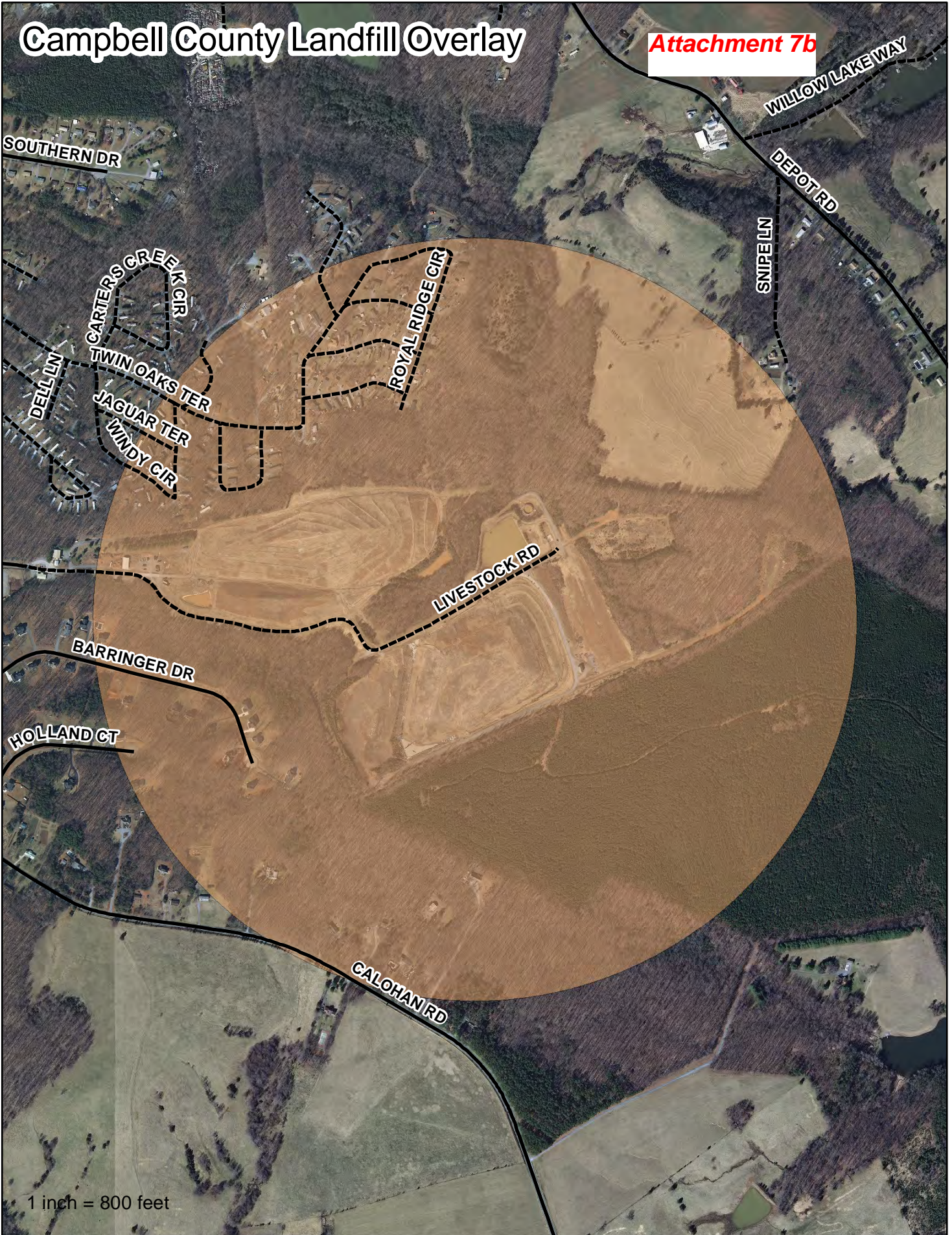
1. Any resident owning and residing in any of the homes shown on the attached map (**Campbell County's Landfill Overlay District**) shall be eligible for this program. In order to be considered for compensation under this program, a resident must fill out an application and be approved by the Services 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. 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. Heirs of residents qualifying will be eligible for compensation under the terms of this policy.
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.

# Campbell County Landfill Overlay

Attachment 7b



1 inch = 800 feet

# **Region 2000 Services Authority Citizen Advisory Representative**

*Draft version 4-14-16*

## **Description**

The Citizen Advisory Representative is selected by the Services Authority **from a list of names provided by the Landfill Concerned Citizens Group** to advise the Region 2000 Services Authority on issues of importance to the neighboring community and communicate back to the community the actions, conversations and reasoning of the Services Authority.

## **Eligibility**

1. A resident of nearby neighborhoods.
2. Recommended by the Landfill Concerned Citizens Group
3. Membership:

**Staff presents two options:**

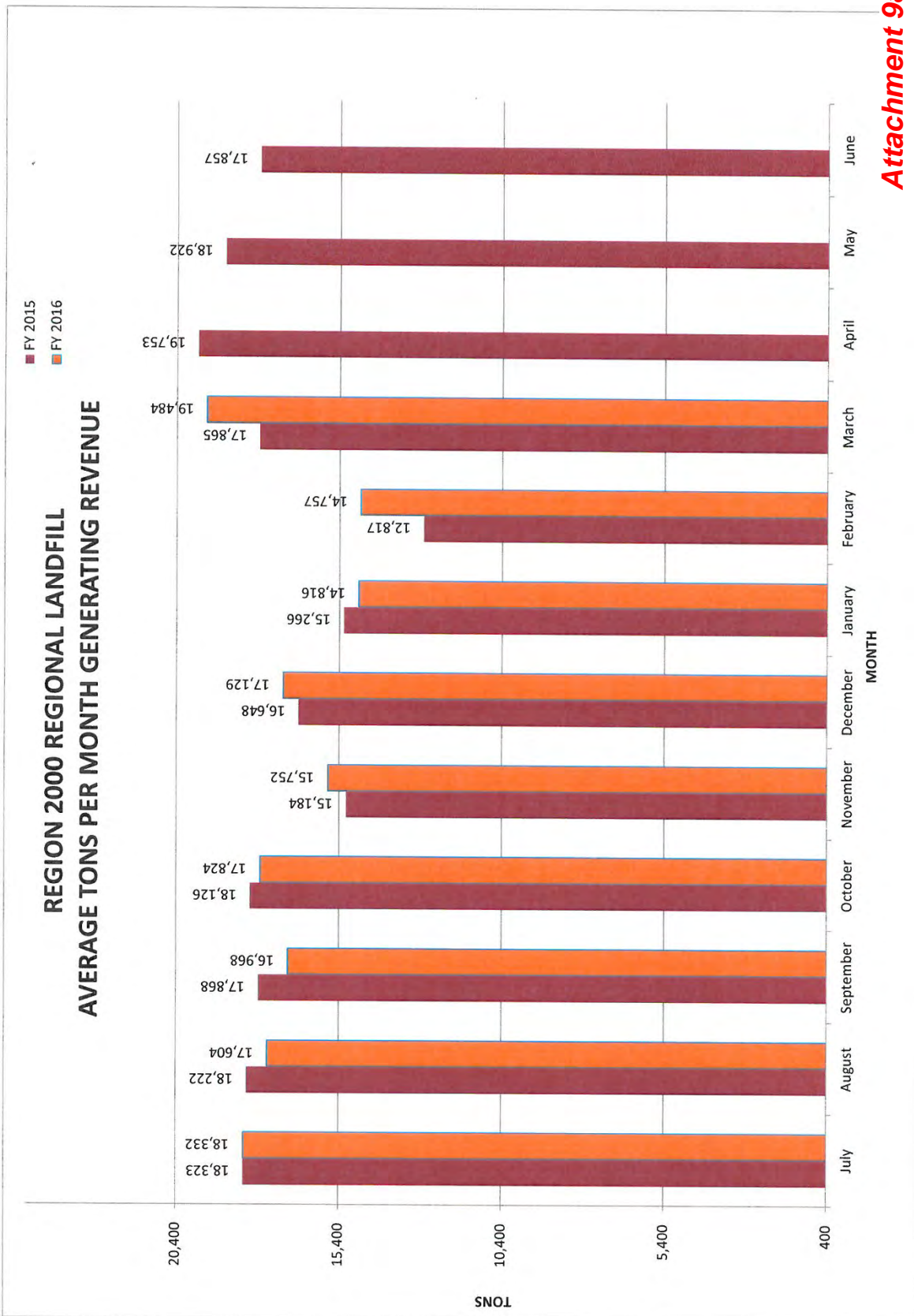
- a. Limited to three consecutive terms of two years per term. There should be a two-year period to elapse, from the expiration date of a third consecutive term before consideration may be given for reappointment.
- b. Position appointed by the Authority and serves at the pleasure of the Authority

**Staff offers that you can include, or not include, items 4 & 5**

4. Commitment to collaborative engagement to improve solid waste disposal services in the Region. Selection may be based upon other criteria, including (but not limited to) familiarity with public sector finance, business finance, solid waste operations, regulatory governance, community volunteerism, and demonstrated commitment to serve the public interest.
5. Individuals being considered for appointment by the Region 2000 Services Authority should have demonstrated participation in community volunteer efforts and be in good standing in the community.

## Positions Qualifications; Duties and Responsibilities

1. Working knowledge of the Campbell County area surrounding the landfill.
2. Active interest in attending and participating in the Services Authority meetings and communicating with the Services Authority and to the neighboring community.
3. Active interest to participate, ~~openly and honestly, in local~~ discussions related to how the landfill **impacts the local community and neighborhood** ~~is perceived and the quality of landfill services in the local community where it operates.~~
4. Work with Services Authority on special projects or special committees as requested **most notably, involvement in the strategic planning process.**
5. The Citizen Advisory Representative is encouraged and expected to **provide feedback to both the Community and the Authority.** ~~regularly report to the Authority and the Authority staff any observations, positive or negative, where managerial or Authority action is needed to improve operations or customer service.~~
- ~~6. Consult with the Services Authority Director before independently discussing with the media, or using various social media forums, on matters related to Services Authority planning or operations.~~
6. The Citizens Advisory Representative is encouraged to identify people to include in Authority communications or who are interested in learning more about the Service Authority services, operations and capital improvements.
7. **The Citizen Advisory Representative is not a legal member of the Authority, has no vote, and can only attend closed sessions by invitation of the Authority.**



**Attachment 9a**



**Attachment 9c**

**COMMONWEALTH of VIRGINIA**

Molly Joseph Ward  
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY  
Blue Ridge Regional Office  
[www.deq.virginia.gov](http://www.deq.virginia.gov)

David K. Paylor  
Director

Robert J. Weld  
Regional Director

**Lynchburg Office**  
7705 Timberlake Road  
Lynchburg, Virginia 24502  
(434) 582-5120  
Fax (434) 582-5125

**Roanoke Office**  
3019 Peters Creek Road  
Roanoke, Virginia 24019  
(540) 562-6700  
Fax (540) 562-6725

April 13, 2016

Mr. Clarke Gibson  
Region 2000 Service Authority  
361 Livestock Road  
Rustburg, Virginia 24588

**NO DEFICIENCY LETTER**

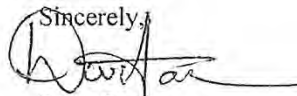
Re: Livestock Road Regional Landfill – SWP610 Campbell Co.  
Unannounced Compliance Inspection – March 25, 2016

Dear Mr. Gibson:

On March 25, 2016, staff from the Virginia Department of Environmental Quality's Blue Ridge Regional Office and Central Office conducted an inspection of the solid waste management facility operating under SWP610. During this inspection, the facility was evaluated for compliance with the Virginia Waste Management Act, Virginia Solid Waste Management Regulations (VSWMR, 9VAC20-81-10, et seq) and SWP610.

During the inspection, no apparent violations of your permit or the VSWMR were observed. A copy of the inspection checklist is enclosed.

If you have any questions, please contact me at (434) 582 - 6226 or [Douglas.Foran@deq.virginia.gov](mailto:Douglas.Foran@deq.virginia.gov).

Sincerely,  
  
Doug Foran  
Solid Waste Inspector

Copy: Robert Arthur, Region 2000  
DEQ - BRRO ECM Solid Waste Files



**Clarke Gibson**

---

**From:** Clarke Gibson  
**Sent:** Thursday, April 14, 2016 3:18 PM  
**To:** Gary Christie; Kim Payne (kpayne@lynchburgva.gov); Rogers, Frank J. IV; scarter@nelsoncounty.org; susan.adams@appomattoxcountyva.gov; bill@heftywiley.com  
**Cc:** 'Tweedy, Clif M.'; 'gaynelle.hart@lynchburgva.gov' (gaynelle.hart@lynchburgva.gov); alice.rockefeller@appomattoxcountyva.gov; 'Candy McGarry' (CMcGarry@nelsoncounty.org); Robert Arthur; Dick, Bob (BDick@scsengineers.com); King, Brandon (BKing@scsengineers.com)  
**Subject:** CONCORD TURNPIKE LANDFILL - FW: SWP558 Warning Letter  
**Attachments:** SWP558 WL Gas 4-8-16 final-signed.pdf; SWP558 3-25-16 CEI 4-13-16 WL.pdf

Attached you will find a warning letter from the DEQ concerning methane gas level exceedances in several perimeter gas monitoring probes at the Concord Turnpike Landfill site. These gas exceedances were self-reported by the Authority and are related to the "old," unlined landfill that was closed many years before the Region 2000 SA took over operations. This "old" landfill is adjacent to the landfill the Authority operated regionally from 2008 – 2012 at Concord Turnpike. These gas exceedances are a result of an aging gas collection system that is owned and maintained by LandGas of VA, the third party that owns the gas rights at the Concord Turnpike facility. LandGas of VA is contractually obligated to operate and maintain the gas collection system so that the Authority (permit holder and facility owner) is in compliance with the solid waste permit.

LandGas of VA is cooperating with the Authority and taking necessary steps to repair the gas collection system and bringing the perimeter gas probes back into regulatory compliance. The Authority and SCS Engineers are monitoring the situation very closely and maintaining open communication with LandGas of VA and the DEQ.

Clarke

**From:** Keesee, Mary (DEQ) [mailto:Mary.Keesee@deq.virginia.gov]  
**Sent:** Thursday, April 14, 2016 10:23 AM  
**To:** Clarke Gibson <cgibson@region2000.org>  
**Subject:** FW: SWP558 Warning Letter

**From:** Keesee, Mary (DEQ)  
**Sent:** Thursday, April 14, 2016 10:12 AM  
**To:** Robert Arthur (rarthur@region2000.org); Fisher, Priscilla (DEQ)  
**Subject:** SWP558 Warning Letter

Please find attached a copy of the Warning Letter with attached inspection report for Concord Turnpike Regional Sanitary Landfill.

Thank you,

*Mary Beth Keesee*  
Administrative and Program Support Spec III  
Department of Environmental Quality  
Blue Ridge Regional Office-Lynchburg  
7705 Timberlake Road



# COMMONWEALTH of VIRGINIA

Molly Joseph Ward  
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY  
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3019 Peters Creek Road  
Roanoke, Virginia 24019  
(540) 562-6700  
Fax (540) 562-6725

April 13, 2016

Mr. Clarke Gibson  
Region 2000 Service Authority  
361 Livestock Road  
Rustburg, Virginia 24588

## WARNING LETTER

Re: Concord Turnpike Regional Sanitary Landfill - SWP558 – Lynchburg, Virginia  
Unannounced Compliance Inspection – March 25, 2016

Dear Mr. Gibson:

The Department of Environmental Quality (“DEQ” or “the Department”) has reason to believe that the Concord Turnpike Regional Sanitary Landfill may be in violation of the Waste Management Law and Regulations.

This letter addresses conditions at the facility named above, and also cites compliance requirements of the Waste Management Law and Regulations. Pursuant to Va. Code § 10.1-1455 (G), this letter is not a case decision under the Virginia Administrative Process Act, Va. Code § 2.2-4000 et seq. The Department requests that you respond **within 20 days of the date of this letter**.

## OBSERVATIONS AND LEGAL REQUIREMENTS

On March 25, 2016, DEQ staff conducted an inspection of the Concord Turnpike Regional Sanitary Landfill. The checklist completed for the inspection is attached. On March 31, 2016, facility staff notified DEQ of methane gas exceedances measured during the March 30, 2016 quarterly gas monitoring event. The following describe the staff’s factual observations and identify the applicable legal requirements.

**Observation:** During the first quarterly gas monitoring event, conducted on March 30, 2016, methane gas concentrations exceeding the LEL were detected at

Mr. Clarke Gibson  
April 13, 2016  
Page 2 of 3

boundary probes A-8, A-10, A-11, A-13, BP-39, and BP-40. The methane concentration at gas probe A-13R exceeded the action level of 80% of the LEL.

**Legal Requirements:** 9VAC20-81-200.A states: “The concentration of methane gas migrating from the landfill shall not exceed the lower explosive limit for methane at the facility boundary.”

### **ENFORCEMENT AUTHORITY**

Va. Code § 10.1-1455 of the Waste Management Act provides for an injunction for any violation of the Waste Management Act, Waste Management Board regulations, an order, or permit condition, and provides for a civil penalty up to \$32,500 per day of each violation of the Waste Management Act, regulation, order or permit condition. In addition, Va. Code § 10.1-1455 (G) authorizes the Waste Management Board to issue orders to any person to comply with the Waste Management Act and regulations, including the imposition of a civil penalty for violations of up to \$100,000. Also, Va. Code § 10.1-1186 authorizes the Director of DEQ to issue special orders to any person to comply with the Waste Management Act and regulations, and to impose a civil penalty of not more than \$10,000. Va. Code §§ 10.1-1455(D) and 10.1-1455(I) provide for other additional penalties.

The Court has the inherent authority to enforce its injunction, and is authorized to award the Commonwealth its attorneys’ fees and costs.

### **FUTURE ACTIONS**

After reviewing this letter, please respond in writing to DEQ **within 20 days of the date of this letter** detailing actions you have taken or will be taking to ensure compliance with state law and regulations. If corrective action will take longer than 90 days to complete, you may be asked to sign a Letter of Agreement or enter into a Consent Order with the Department to formalize the plan and schedule. *It is DEQ policy that appropriate, timely, corrective action undertaken in response to a Warning Letter will avoid adversarial enforcement proceedings and the assessment of civil charges or penalties.*

Please advise us if you dispute any of the observations recited herein or if there is other information of which DEQ should be aware. In the event that discussions with staff do not lead to a satisfactory conclusion concerning the contents of this letter, you may elect to participate in DEQ’s Process for Early Dispute Resolution. If you complete the Process for Early Dispute Resolution and are not satisfied with the resolution, you may request in writing that DEQ take all necessary steps to issue a case decision where appropriate. For further information on the Process for Early Dispute Resolution, please see Agency Policy Statement No. 8-2005 posted on the Department’s website under “Programs,” “Enforcement,” and “Laws, Regulations, & Guidance” (<http://www.deq.virginia.gov/Programs/Enforcement/Laws.Regulations.Guidance.aspx>) or ask the DEQ contact listed below.

Mr. Clarke Gibson  
April 13, 2016  
Page 3 of 3

Your contact at DEQ in this matter is Doug Foran. Please direct written materials to his attention. If you have questions or wish to arrange a meeting, you may reach him (434) 582 - 6226 or [Douglas.Foran@deq.virginia.gov](mailto:Douglas.Foran@deq.virginia.gov) .

Sincerely,



Rebecca E. Wright  
Environmental Program Planner

Copy: DEQ BRRO ECM Files  
DEQ CO SW Compliance Coordinator (Priscilla Fisher)  
Robert Arthur, Region 2000

MEMORANDUM

**Attachment 9e**  
**pp 93 - 96**

April 14, 2016

TO: Clarke Gibson, P. E., Director  
FROM: Diane Dodd, Recycling Program Manager  
SUBJECT: Calendar Year 2015 Activities

Per your request, the following is a summary of activities conducted for calendar year 2015. This list is not inclusive:

**Youth Education**

Visited Concord Elementary School once a week for 18 weeks worked with children on learning about recycling and the environment by reading, encouraged reading, and helped to teach those having difficulties. Approximately an hour per visit was spent on site.

Visited Linkhorne Middle School for classroom presentations on recycling and litter prevention during school hours.

Visited Fairview and Diamond Hill Summer Camps in the city with recycling tips. The students made edible landfills, and learned about the landfill and recycling.

Helped Citizens for a Clean Lynchburg with the 17<sup>th</sup> Annual March on Litter, contacting and manning the Lynchburg College student volunteer location.

Worked with the Campbell County Litter & Environmental Commission on contests in county schools for the 16<sup>th</sup> Annual Recycled Christmas Ornament Contest and the 15<sup>th</sup> Annual Recycled Essay/Poetry Contest. This involves preparing flyers, distributing to schools, posting on websites, visiting schools for collection of entries, judging, preparing certificates to all who participated, and distribution of prizes to winners. A CCL&EC member assists with awarding prizes at the respective schools.

Provided a city homeschool Lego group presentation and the next day a tour of the city's recycling center on Alleghany Avenue where the students brought recyclables from home and sorted and placed in appropriate recycling containers.

Provided a presentation to James River Day School Lego group. You are never too little to recycle.

Provided evening presentations for city Lego groups at different times and evenings for R S Payne, Heritage, and Linkhorne Middle schools, and from Concord Elementary.

Provided support to existing enviro clubs at various schools, and colleges. Answered questions posed by students via telephone.

Total number of students reached directly: 279

### **Youth Leader Training**

Met with interested city Linkhorne Middle School teachers suppling educational materials and answering questions on recycling.

Met at night with girl scouts leaders in Campbell asking questions on recycling and the lack of glass recycling. Discussed qualifications on earning badges for recycling.

Total number of direct leader training: 44

### **Adult Education**

Visited senior citizens at Frank Roane and Shalom on Federal Street and the old Lynchburg High on Park Avenue giving presentations to senior citizens and reinforcing their existing recycling program.

Visited Covenant Presbyterian for a presentation on recycling and litter prevention.

Conducted a presentation for the Rustburg Lions Club on recycling commodities and how to recycle efficiently.

Assisted Leadership Lynchburg with recycling information and presentations.

Assisted YMCA downtown with correcting a recycling problem and a little training demo.

Total number of adults directly reached: 80

### **Meetings**

Participation in Citizens for a Clean Lynchburg, Campbell County Litter & Environmental Commission, Campbell County Advisory Council , and Central VA Environmental Education meetings. None meet every month.

Total number of meetings: 13

## Other

Assisted the Environmental Manager with the Household Hazardous and E-Cycle Collection Events 3 times per year, securing dates, having flyer prepared, distribution of flyer to participating jurisdictions, and posting on various websites. After each event, compiling results to charge participating jurisdictions based on citizen participation and invoices received for the respective event.

Provided and worked an HHW and E-Cycling display at the City Recycling Fair.

Sporadically visited the county's transfer sites and gave to the public recycling bins throughout the month of November for awareness of America Recycling Day.

Prepared spring and fall newsletters for the CCL&EC for posting on county and region websites.

Prepared recycling tidbits for the Region newsletter and/or Facebook page.

Prepared quotes to help the Landfill operations Manager for wood waste/brush grinding, mowing/weed eating at Concord Turnpike, custodial services, heavy equipment, etc. as needed.

Assisted in interviews of prospective employees with the Landfill Operations Manager for Equipment Operator positions and with the Business Manager for Scalehouse positions.

Helped existing businesses with their recycling needs and goals. Sometimes offering suggestions to their current recycling or helped to find possible vendors to review for their unique recyclables, etc.

Prepared and provided to the City Wastewater Office calendar year tonnages from the city residents and businesses for their Stormwater Annual Report.

Found a vendor for Nelson County e-waste stockpile and answered questions from Grant Massie, Solid Waste Coordinator.

Responded to at least 49 emails from citizens in the city and at least 42 from the county dealing with recycling and litter prevention only.

Received at least 76 phone call inquiries from City and at least 29 from the County that I had made note of for various reasons dealing with recycling. Most wanted glass recycling. Received other calls that I did not log in.

Helped in office, as needed.

Performed other duties as requested.

## **Annual Recycling Rate Report**

Approved Regional Recycling Rates by calendar year since the Authority began operations:

(25% rate required by DEQ)

CY2008	32.7%
CY2009	32%
CY2010	32.3%
CY2011	38.8%
CY2012	31.3%
CY2013	38.9%
CY2014	41.5
CY2015	39% submitted

Preparing a recycling rate report entails contacting your businesses in the respective city or town and having them complete a recycling survey of commodities recycled and where recycled. After careful scrutiny of submitted results from businesses (City and Campbell), and when I receive completed rate reports from Nelson County and Appomattox County, I prepare a compiled spreadsheet and again analyze the results. I prepare a regional report and send to DEQ for approval for the four jurisdictions placing trash in the regional landfill. Sometimes they (DEQ) ask for further clarification and have been known to reduce the submitted percentage rate. Each locality has to submit at least a 15% or 25% rate based on population. Since we are regional, all of our populations are added together, thusly requiring the 25% mandated recycling rate that has to be submitted every year.

Over the years some of our jurisdictions had higher recycling rates and could count items reused that cannot be counted now. One example is the city's slag. It is used in the winter as traction on snowy roads. This cannot be counted as a reuse on today's survey. Another example is when brush is chipped. If it is given to the citizens for their use it can be counted. If it is carried off site to be burned at a paper mill, it cannot be counted.

DEQ says if a business sells their scrap metal, you cannot use it on the recycling report – it is a by-product of that business. But if the business brings the scrap metal to you or does not sell it, then it can be used on the recycling report.

DD