



**Region 2000 Services Authority**  
**Location**  
Haberer Bldg.  
47 Courthouse Lane  
Rustburg, VA 24588

**Date | Time**  
September 25, 2019  
2:00 p.m.

**AGENDA**

1. **Welcome**..... Bonnie Svrcek, Chair
2. **Public Comment**.....Bonnie Svrcek, Chair  
*Individual citizens are requested to limit their remarks to three (3) minutes each and to those matters that are within the scope and authority of the Services Authority. The Authority may elect to extend this time period with approval of a majority of its members.*
3. **Approval of July 31, 2019 Meeting Minutes**.....Bonnie Svrcek, Chair  
*(Attached)*
4. **Financials Update**.....Rosalie Majerus  
*(Attached)*
  - a) Year to Date Report
  - b) Forgiveness of Late Penalty of \$7,972.21 for First Piedmont Waste Disposal
5. **Bedford County Request for a Contract for 15,000 Tons of Solid Waste per Year for Five Years**.....Gary Christie  
*(Attached)*
6. **Distribution of 2018-2019 Excess Revenue** ..... Gary Christie
7. **Authorization to Expend \$45,000 from Closure/Post Closure Funds for the Extension of Components of the Gas Collection System at the Phase IV Cell of the Livestock Road Landfill** ..... Clarke Gibson
8. **RFP for use of Landfill Gas at Livestock Road** ..... Clark Gibson  
*(Attached)*
9. **Update on Gas Collection at Concord Turnpike** .....Brandon Hefty
10. **Director’s Report**..... Clarke Gibson
  - a) Cost of a Landfill Capacity Survey
  - b) Solid Waste Management Plan Update Cost
  - c) Tonnage Chart through August  
*(Attached)*
  - d) Hazardous Household Waste Collection – October 12, 2019
  - e) CY 2018 Recycling Rate *(Attached)*
11. **Other Business**
12. **Next Meeting:** December 4, 2019



**Region 2000 Services Authority**

**Location**

Haberer Bldg.  
47 Courthouse Lane  
Rustburg, VA 24588

**Date | Time**

July 31, 2019  
2:00 p.m.

**Minutes**

**Board Members Present**

Susan Adams.....Appomattox County  
Steve Carter ..... Nelson County  
Frank Rogers..... Campbell County  
Bonnie Svrcek, *Chair*..... City of Lynchburg

**1. Welcome**

Bonnie Svrcek, Chair, welcomed everyone and opened the meet at 2:00 p.m.

**2. Public Comment – There were none.**

**3. Approval of May 22 and June 12, 2019 Meeting Minutes**

The motion was made by Frank Rogers, and seconded by Bonnie Svrcek, to approve the meeting minutes of May 22 and June 12, 2019. The motion carried, with Steve Carter abstaining.

**4. Financial Update**

Rosalie Majerus reviewed the financial report in the agenda packet. She reported that the disposal fee revenue was budgeted at \$4,708,284. The revenue received was \$4,974,168, due to increased tonnage, which was 8,692 tons greater than planned. This caused the cost of service to be less than budgeted at \$30.25, and came in at \$28.88 for FY2018-2019.

Net cost of expenses are right on budget.

## **5. Update on Bedford County Solid Waste Disposal**

Clarke Gibson stated that at the last board meeting there was discussion concerning a request from Bedford County to consider allowing some out of region waste into the Livestock Road Landfill. Clarke added that he was asked to come up with a figure that would roughly equal one year's worth of capacity at the landfill. His calculation was 150,000 tons of waste.

Other negotiating points brought up during the last meeting were sent to Robert Hiss, the Bedford County Administrator. Mr. Hiss, along with Mike Dorsey, Bedford County Solid Waste Director, were present to address these negotiating points. They have said that they would like to look at approximately 12,000 tons/year for 12 ½ years, paying the market rate which is currently \$40.25/ton. They understand that this rate, along with the cost of service rate, can vary over the next few years.

Frank Rogers asked what Bedford's timeline is, and strategy going forward. Mr. Hiss advised that within the next six months they need to know where they will be putting their trash, and will also need to make long term decisions, as to whether or not they want to add another cell to their landfill.

Steve Carter asked if Bedford County would consider joining the Authority, and suggested using Bedford's landfill as part of the operations. Mr. Hiss answered that he has not heard much from the Bedford County supervisors about joining the Authority. The preference of the majority seems to be remaining a non-member and paying the commercial rate.

Bonnie Svrcek explained to Mr. Hiss that the Authority would need a formal request from his Board of Supervisors if they are interested in transferring waste into the Livestock Road Landfill.

Steve Carter stated that he would be more likely to vote in favor of Bedford if there was a reciprocal arrangement, allowing the regional waste to be deposited in the Bedford County facility at a future date. Mr. Hiss answered that his board has not discussed this yet, and would have to be discussed in further detail.

Susan Adams asked what the time frame is to have interviews for the RFP and to respond to them. Mr. Hiss replied that they are currently in negotiations and hopes that in 60 to 90 days they will be able to iron out details. He added that the RFP covers both transfer and disposal.

## **6. Update on Concord Turnpike Gas Collection**

Mr. Gibson advised that LandGas had said in March that they were going to turn the system over to the Authority on a set day. On that day we assumed operational responsibility for the gas system. The system was in disrepair, and required about \$10,000 to get it operational. About \$15,000 of repairs also need to be done. In the meantime, they are keeping it running. It is there mainly for compliance purposes, and they are maintaining compliance with their air permit and DEQ permits. SCS appraised the above ground equipment for \$25,000 which is basically salvage value. Currently, SCS and the LandGas appraiser are discussing hiring a third party appraiser. Costs incurred in keeping the system running will be raised in negotiations.

Gary Christie informed the Authority that all of the gas is being flared off currently, from this location.

Susan Adams asked if there is a rough estimate of incurred costs to operate the system. Clarke advised that now it is mostly labor, staff and maintenance. Once this issue is settled, he would recommend replacing the entire system with a flare system like what is at Livestock Road.

Susan Adams asked that the information on the ongoing costs at Concord Turnpike be sent to the Authority.

**7. Update on Livestock Road Gas Wells Lift and Wall System**

Mr. Gibson explained that in Phase 3 a permanent collection system was installed, which improved gas collection and the odor situation tremendously. There are currently two lifts in Phase 4. Last winter they put the next phase of landfill gas collection into Phase 4, by hooking up the leachate collection underdrain system, to begin collecting gas off of Phase 4. A hybrid horizontal/shallow vertical well system will be installed in the third lift. They are looking to fund this in the next budget year, and ready for engineering and construction in the FY 2021-2022 period. The next phase of the collection system will be about \$250,000.

**8. Update on RFP for Livestock Road Landfill Gas Usage**

Clarke reported that the Authority approved an RFP and projection study for the gas at the Livestock Road Landfill. SCS has been working on this, and expects to have the RFP document for review on August 23<sup>rd</sup>. It will likely be advertised sometime this fall.

**9. Briefing on use of Bennett Property Soils**

Mr. Gibson reported that he asked Draper Aden to look at the value of the soil that is being used off of the Bennett site over the last couple of projects. They reported a savings of \$1.4M. After building Phase 5, and closing Phase 4 and Phase 5 he expects the savings to well exceed the purchase price of the property, which was \$2.1M. The property has also been a valuable source of operational soil for cover and building the slopes.

**10. Director's Report**

- a) October Hazardous Household Collection – This will be on October 12, and will be the last one of the year.
- b) Tonnage Report - Tonnage has been above projections.

**11. Other Business** – There was none.

**12. Adjourn** – There being no further business, the meeting adjourned at 2:40 pm

The next meeting will be on September 25, in the Haberer Building, at 2:00 pm.

**Region 2000 Services Authority  
FY 2019 Year End and FY 2020 Actuals  
As of 8/31/19**

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### *FY 19 Financial Information*

<i>Schedule 1</i>	<i>Revenue</i>
<i>Schedule 2</i>	<i>Expense Summary</i>

### *FY 20 Financial Update through August 2019*

<i>Schedule 1</i>	<i>Revenue</i>
<i>Schedule 2</i>	<i>Expense Summary</i>
<i>Schedule 3</i>	<i>Personnel Expenditures</i>
<i>Schedule 4</i>	<i>Operations &amp; Maintenance Expenditures</i>
<i>Schedule 5</i>	<i>Schedule of Reimbursables</i>
<i>Schedule 6</i>	<i>Balance Sheet (Not shown for 8/31/19)</i>

FY2019 Rates  
\$30.25/\$40.25

FY2020 Rates  
\$30.25/\$40.25

	(A)	(B)	(C)	(D)	
Tonnage	FY 2019 Approved Budget	Actuals Though 6/30/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 2020 Approved Budget
<b>Tonnage From Member Jurisdictions</b>					
Lynchburg	35,160	35,769	(609)	-1.73%	35,160
Campbell	20,412	21,214	(802)	-3.93%	20,412
Nelson	9,984	10,387	(403)	-4.04%	9,984
Appomattox	5,354	5,763	(409)	-7.64%	5,354
<b>Subtotal Member Jurisdictions</b>	<b>70,910</b>	<b>73,133</b>	<b>(2,223)</b>	<b>-3.14%</b>	<b>70,910</b>
<b>Market Rate Tonnage</b>	<b>116,976</b>	<b>123,445</b>	<b>(6,469)</b>	<b>-5.53%</b>	<b>121,976</b>
Subtotal Contract and Market Rate	116,976	123,445	(6,469)	-5.53%	121,976
Subtotal Revenue Generating Tonnage	187,886	196,578	(8,692)	-4.63%	192,886
Other Tonnage at No Charge (inert/brush/slag)	12,176	7,764	4,412	36.24%	12,176
<b>Total Tonnage</b>	<b>200,062</b>	<b>204,342</b>	<b>(4,280)</b>	<b>-2.14%</b>	<b>205,062</b>

	FY 2019 Approved Budget	Actuals Though 6/30/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 2020 Approved Budget
<b>Disposal Fee Revenue</b>					
<b>From Member Jurisdictions</b>					
Lynchburg	\$ 1,063,590	\$ 1,082,635	\$ (19,045)	-1.79%	\$ 1,063,590
Campbell	\$ 617,463	\$ 641,719	\$ (24,256)	-3.93%	\$ 617,463
Nelson	\$ 302,016	\$ 314,213	\$ (12,197)	-4.04%	\$ 302,016
Appomattox	\$ 161,959	\$ 174,828	\$ (12,870)	-7.95%	\$ 161,959
<b>Subtotal Member Jurisdictions</b>	<b>\$ 2,145,028</b>	<b>\$ 2,213,395</b>	<b>\$ (68,368)</b>	<b>-3.19%</b>	<b>\$ 2,145,028</b>
<b>Market Rate Tonnage</b>	<b>\$ 4,708,284</b>	<b>\$ 4,974,168</b>	<b>\$ (265,884)</b>	<b>-5.65%</b>	<b>\$ 4,909,537</b>
Subtotal Contract and Market Rate	\$ 4,708,284	\$ 4,974,168	\$ (265,884)	-5.65%	\$ 4,909,537
<b>Total</b>	<b>\$ 6,853,312</b>	<b>\$ 7,187,563</b>	<b>\$ (334,252)</b>	<b>-4.88%</b>	<b>\$ 7,054,565</b>

	FY 2019 Approved Budget	YTD Average Through 6/30/19	Budget Amount Remaining (A - B)	% Difference (C / A)	FY 2020 Approved Budget
<b>Per Ton Disposal Fees</b>					
Member Disposal Fee	\$ 30.250	\$ 30.265	\$ (0.015)	-0.05%	\$ 30.250
Cost of Service (COS) Tipping Fee	\$ 30.250	\$ 28.892	\$ 1.358	4.49%	\$ 30.250
Market Rate	\$ 40.250	\$ 40.295	\$ (0.045)	-0.11%	\$ 40.250

FY2019 Rates  
\$30.25/\$40.25

FY2020 Rates  
\$30.25/\$40.25

Expenses	(A)	(B)	(C)	(D)	FY 2020 Approved Budget
	FY 2019 Approved Budget	Actuals Though 6/30/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	
Personnel (Schedule 3)	\$ 1,619,703	\$ 1,482,722	\$ 136,980	8.5%	\$ 1,566,246
Landfill O & M (Schedule 4)	\$ 1,421,200	\$ 1,570,122	\$ (148,922)	-10.5%	\$ 1,574,630
Landfill Equipment Replacement Reserve	\$ 438,049	\$ 438,049	\$ -	0.0%	\$ 426,385
Closure and Post-Closure Reserve	\$ 389,567	\$ 389,567	\$ -	0.0%	\$ 390,000
Future Disposal Planning Reserve	\$ 36,278	\$ 36,278	\$ -	0.0%	\$ 25,000
O & M Reserve	\$ 73,324	\$ 73,324	\$ -	0.0%	\$ 75,000
Annual Debt Service -2011 Bond Debt	\$ 853,015	\$ 850,352	\$ 2,663	0.3%	\$ 853,303
2015 Bond Debt	\$ 1,111,976	\$ 1,105,378	\$ 6,598	0.6%	\$ 1,112,497
Internal Loan	\$ -	\$ -	\$ -	0.0%	\$ -
Annual Debt Service Subtotal	\$ 1,964,991	\$ 1,955,730	\$ 9,261	0.5%	\$ 1,965,800
Operating Expenses	\$ 5,943,113	\$ 5,945,793	\$ (2,681)	0.0%	\$ 6,023,060
Reimbursable Personnel Costs (Schedule 5)	\$ (117,062)	\$ (43,701)	\$ (73,361)	62.7%	\$ (45,756)
Reimbursable O & M Costs (Schedule 5)	\$ (121,500)	\$ (188,485)	\$ 66,985	-55.1%	\$ (121,500)
Late Fee, Recycling & Int Income	\$ (21,000)	\$ (34,069)	\$ 13,069	-62.2%	\$ (21,000)

<b>Net Cost of Service Operating Expense Total</b>	<b>\$ 5,683,551</b>	<b>\$ 5,679,539</b>	<b>\$ 4,012</b>	<b>0.1%</b>	<b>\$ 5,834,804</b>
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	FY 2019 Approved Budget	Actuals Though 6/30/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)	FY 2020 Approved Budget
Airspace Reserve					
Airspace Reserve Subtotal	\$ 1,169,761	\$ 1,407,595	\$ (237,834)	-20%	\$ 1,219,761
O & M Reserve Contribution	\$ -	\$ 100,429	\$ (100,429)		\$ -

<b>Total Expenses</b>	<b>\$ 6,853,312</b>	<b>\$ 7,187,563</b>	<b>\$ (334,252)</b>	<b>-5%</b>	<b>\$ 7,054,565</b>
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<b>Total Revenue Generating Tonnage</b>	<b>187,886</b>	<b>196,578</b>	<b>(8,692)</b>	<b>-4.6%</b>	<b>192,886</b>
<b>Disposal Cost per Ton</b>	<b>\$ 30.2500</b>	<b>\$ 28.892</b>	<b>\$ 1.358</b>	<b>4.5%</b>	<b>\$ 30.2500</b>

FY2020 Rates  
\$30.25/\$40.25

	(A)	(B)	(C)	(D)
Tonnage	FY 2020 Approved Budget	Actuals Through 8/31/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
<b>Tonnage From Member Jurisdictions</b>				
Lynchburg	35,160	5,983	29,177	82.98%
Campbell	20,412	3,544	16,868	82.64%
Nelson	9,984	1,924	8,060	80.73%
Appomattox	5,354	1,032	4,322	80.72%
<b>Subtotal Member Jurisdictions</b>	<b>70,910</b>	<b>12,484</b>	<b>58,426</b>	<b>82.39%</b>
Market Rate Tonnage	121,976	21,021	100,955	82.77%
<b>Subtotal Contract and Market Rate</b>	<b>121,976</b>	<b>21,021</b>	<b>100,955</b>	<b>82.77%</b>
<b>Subtotal Revenue Generating Tonnage</b>	<b>192,886</b>	<b>33,506</b>	<b>159,380</b>	<b>82.63%</b>
Other Tonnage at No Charge (inert/brush/slag)	12,176	1,748	10,428	85.64%
<b>Total Tonnage</b>	<b>205,062</b>	<b>35,254</b>	<b>169,808</b>	<b>82.81%</b>

	FY 2020 Approved Budget	Actuals Through 8/31/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
<b>Disposal Fee Revenue</b>				
<b>From Member Jurisdictions</b>				
Lynchburg	\$ 1,063,590	\$ 180,792	\$ 882,798	83.00%
Campbell	\$ 617,463	\$ 107,218	\$ 510,245	82.64%
Nelson	\$ 302,016	\$ 58,207	\$ 243,809	80.73%
Appomattox	\$ 161,959	\$ 31,226	\$ 130,732	80.72%
<b>Subtotal Member Jurisdictions</b>	<b>\$ 2,145,028</b>	<b>\$ 377,443</b>	<b>\$ 1,767,584</b>	<b>82.40%</b>
Market Rate Tonnage	\$ 4,909,537	\$ 838,565	\$ 4,070,972	82.92%
<b>Subtotal Contract and Market Rate</b>	<b>\$ 4,909,537</b>	<b>\$ 838,565</b>	<b>\$ 4,070,972</b>	<b>82.92%</b>
<b>Total</b>	<b>\$ 7,054,565</b>	<b>\$ 1,216,009</b>	<b>\$ 5,838,556</b>	<b>82.76%</b>

	FY 2020 Approved Budget	YTD Average Through 8/31/19	Budget Amount Remaining (A - B)	% Difference (C / A)
<b>Per Ton Disposal Fees</b>				
Member Disposal Fee	\$ 30.250	\$ 30.234	\$ 0.016	0.05%
Cost of Service (COS) Tipping Fee	\$ 30.250	\$ 31.732	\$ (1.482)	-4.90%
Market Rate	\$ 40.250	\$ 39.891	\$ 0.359	0.89%



FY2019 Rates  
\$30.25/\$40.25

	(A)	(B)	(C)	(D)
<b>Expenses</b>	<b>FY 2020 Approved Budget</b>	<b>Actuals Though 8/31/19</b>	<b>Budget Amount Remaining (A - B)</b>	<b>Budget % Remaining (C / A)</b>
Personnel (Schedule 3)	\$ 1,566,246	\$ 279,410	\$ 1,286,836	82.2%
Landfill O & M (Schedule 4)	\$ 1,574,630	\$ 308,847	\$ 1,265,783	80.4%
Landfill Equipment Replacement Reserve	\$ 426,385	\$ 71,064	\$ 355,320	83.3%
Closure and Post-Closure Reserve	\$ 390,000	\$ 65,000	\$ 325,000	83.3%
Future Disposal Planning Reserve	\$ 25,000	\$ 4,167	\$ 20,833	83.3%
O & M Reserve	\$ 75,000	\$ 12,500	\$ 62,500	83.3%
Annual Debt Service -2011 Bond Debt	\$ 853,303	\$ 142,175	\$ 711,129	83.3%
2015 Bond Debt	\$ 1,112,497	\$ 185,338	\$ 927,159	83.3%
Internal Loan	\$ -	\$ -	\$ -	0.0%
Annual Debt Service Subtotal	\$ 1,965,800	\$ 327,513	\$ 1,638,287	83.3%
Operating Expenses	\$ 6,023,060	\$ 1,068,501	\$ 4,954,559	82.3%
Reimbursable Personnel Costs (Schedule 5)	\$ (45,756)	\$ (6,628)	\$ (39,129)	85.5%
Reimbursable O & M Costs (Schedule 5)	\$ (121,500)	\$ (706)	\$ (120,794)	99.4%
Late Fee, Recycling & Int Income	\$ (21,000)	\$ 2,014	\$ (23,014)	109.6%

<b>Net Cost of Service Operating Expense Total</b>	<b>\$ 5,834,804</b>	<b>\$ 1,063,181</b>	<b>\$ 4,771,623</b>	<b>81.8%</b>
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	<b>FY 2020 Approved Budget</b>	<b>Actuals Though 8/31/19</b>	<b>Budget Amount Remaining (A - B)</b>	<b>Budget % Remaining (C / A)</b>
Airspace Reserve				
Airspace Reserve Subtotal	\$ 1,219,761	\$ 171,521	\$ 1,048,239	86%
O & M Reserve Contribution	\$ -	\$ (18,694)	\$ 18,694	

<b>Total Expenses</b>	<b>\$ 7,054,565</b>	<b>\$ 1,216,009</b>	<b>\$ 5,838,556</b>	<b>83%</b>
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<b>Total Revenue Generating Tonnage</b>	<b>192,886</b>	<b>33,506</b>	<b>159,381</b>	<b>82.6%</b>
<b>Disposal Cost per Ton</b>	<b>\$ 30.2500</b>	<b>\$ 31.732</b>	<b>\$ (1.482)</b>	<b>-4.9%</b>

		(A)	(B)	(C)	(D)
	Account	FY 2020 Approved Budget	Actuals Though 8/31/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
	Solid Waste Staff				
	<b>Total Salaries</b>	<b>\$ 965,647</b>	<b>\$ 155,266</b>	<b>\$ 810,381</b>	<b>83.9%</b>
	Employee Benefits				
42210	VRS-Retirement (6.49% ER + VLDP)(fy19=4.71%+VLDP)	\$ 51,179	\$ 7,612	\$ 43,567	85.1%
42220	VRS Life Insurance (1.31%)	\$ 12,650	\$ 2,025	\$ 10,625	84.0%
42300	Employer Cost-Health Insurance (+0% FY20 Est)	\$ 204,000	\$ 38,893	\$ 165,107	80.9%
42700	Employer Cost-Worker's Comp	\$ 37,000	\$ 35,250	\$ 1,750	4.7%
42100	Employer Cost-FICA	\$ 76,932	\$ 11,719	\$ 65,213	84.8%
42600	Unemployment Insurance	\$ 8,000	\$ -	\$ 8,000	100.0%
	<b>Employee Benefits Subtotal</b>	<b>\$ 389,761</b>	<b>\$ 95,499</b>	<b>\$ 294,262</b>	<b>75.5%</b>
	Overtime				
41200	Salaries and Wages - Overtime	\$ 40,000	\$ 3,596	\$ 36,404	91.0%
	<b>Total Personnel Costs-Services Authority Staff</b>	<b>\$ 1,395,408</b>	<b>\$ 254,361</b>	<b>\$ 1,141,047</b>	<b>81.8%</b>
	Local Government Council Staff				
43131	Prof Services-LGC-Salaries	\$ 70,812	\$ 12,957	\$ 57,856	81.7%
43132	Prof Services-LGC-Benefits	\$ 40,795	\$ 7,200	\$ 33,595	82.4%
43133	Prof Services-LGC Overhead	\$ 59,230	\$ 4,892	\$ 54,338	91.7%
	<b>Total Personnel Costs-Region 2000 Staff</b>	<b>\$ 170,838</b>	<b>\$ 25,049</b>	<b>\$ 145,789</b>	<b>85.3%</b>
	<b>Total Personnel Costs</b>	<b>\$ 1,566,246</b>	<b>\$ 279,410</b>	<b>\$ 1,286,836</b>	<b>82.2%</b>

		(A)	(B)	(C)	(D)
Account	Operations and Maintenance Cost Type	FY 2020 Approved Budget	Actuals Through 8/31/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
	<b>Contractual Services</b>				
43166	Software support-Paradigm	\$ 25,000	6,780	\$ 18,220	73%
43321	Communications M&R Service/Radio	\$ 13,000	11,566	\$ 1,434	11%
43313	Building M & R Services	\$ 6,000	748	\$ 5,252	88%
43171	Site Maintenance-Concord Turnpike	\$ -	-	\$ -	0%
43172	Site Maintenance-Livestock Road	\$ 35,000	17,027	\$ 17,973	51%
43170	Sedimentation Basin Cleaning	\$ -	-	\$ -	0%
43169	Janitorial Services	\$ 7,800	1,300	\$ 6,500	83%
43110	Med/Dental/Pharm/Lab Services	\$ -	-	\$ -	0%
43150	Legal Services	\$ 30,000	5,000	\$ 25,000	83%
43120	Accounting and auditing service	\$ 9,000	-	\$ 9,000	100%
43140	Engineering/Monitoring Services-Lynchburg	\$ -	-	\$ -	0%
43140a	Engineering/Monitoring Services-Campbell	\$ 125,000	-	\$ 125,000	100%
43141	Professional Consulting Service	\$ -	-	\$ -	0%
43160	Environmental Lab Services-Lynchburg	\$ -	-	\$ -	0%
43160a	Environmental Lab Services-Campbell	\$ 8,000	2,010	\$ 5,990	75%
43200	Temporary Help Service Fees	\$ 30,000	1,579	\$ 28,421	95%
43600	Advertising	\$ 6,000	-	\$ 6,000	100%
43176	Software Purchases-Other	\$ 3,000	-	\$ 3,000	100%
43167	Pest Control services	\$ 1,000	160	\$ 840	84%
43168	Investigative Services	\$ 100	21	\$ 80	80%
46011	Uniform Rental Services / Clothing Allowance beginning FY2020	\$ 10,070	4,170	\$ 5,901	59%
43161	Tire Shredding Services	\$ 5,000	-	\$ 5,000	100%
43165	Misc Contractual Services	\$ 1,000	425	\$ 575	58%
43177	Website, Media & Public Communications	\$ 2,500	360	\$ 2,140	86%
42850	Employee Med Exp-drug tests, ph	\$ 1,500	66	\$ 1,434	96%
43174	Equip Parts Supplier Admin	\$ -	-	\$ -	0%
46031	Heavy Equipment-Outside Repair	\$ 70,000	15,703	\$ 54,297	78%
43173	Mechanical M&R Services	\$ 4,000	1,535	\$ 2,465	62%
43121	Payroll support services	\$ 12,000	-	\$ 12,000	100%
46017	Software Maint Contract-Accounting	\$ 800	-	\$ 800	100%
43162	HHW Disposal	\$ -	-	\$ -	0%
43163	Wood Waste Grinding	\$ 10,000	-	\$ 10,000	100%
	<b>Contractual Services Subtotal</b>	<b>\$ 415,770</b>	<b>68,450</b>	<b>\$ 347,320</b>	<b>84%</b>
	<b>Supplies &amp; Materials</b>				
46001	Office Supplies/Audio Visual Supplies	\$ 6,000	177	\$ 5,823	97%
46002	Forms & Stationary	\$ 1,500	-	\$ 1,500	100%
46005	Custodial Supplies	\$ 2,500	-	\$ 2,500	100%
46033	Apparel/Protective Wear/Personal Protective Equipment	\$ 3,000	178	\$ 2,822	94%
46012	Books & Publications	\$ -	-	\$ -	0%
46013	Subscriptions	\$ -	-	\$ -	0%
46018	Safety Supplies	\$ 3,000	349	\$ 2,651	88%
46019	Awards & Recognitions	\$ -	-	\$ -	0%
46020	Grounds Maintenance Supplies	\$ 3,000	305	\$ 2,695	90%
46026	Food & Dietary Supplies	\$ -	-	\$ -	0%
46022	Minor Equipment-Tools	\$ 7,000	1,005	\$ 5,995	86%
46021	Chemicals/gases	\$ 500	-	\$ 500	100%
43310	R & M- Office	\$ -	-	\$ -	0%
46009	Vehicle M&R Equipment Parts	\$ 150,000	31,783	\$ 118,217	79%
46007	R&M Supplies-Building	\$ 5,000	-	\$ 5,000	100%
43312	R & M-Mechanical-Materials	\$ -	-	\$ -	0%
46016	Odor Control Operations & Materials	\$ 100,000	37,066	\$ 62,934	63%

Account	Operations and Maintenance Cost Type	FY 2020 Approved Budget	Actuals Though 8/31/19	Budget Amount Remaining (A - B)	Budget % Remaining (C / A)
46032	Communications M & R Materials	\$ 2,000	-	\$ 2,000	100%
46025	Haul Road M&R Materials	\$ 180,000	8,524	\$ 171,476	95%
46027	Daily Cover/Posi-Shell	\$ 110,000	31,981	\$ 78,019	71%
45210	Postal Services	\$ 2,000	282	\$ 1,718	86%
45220	Messenger Services	\$ -	-	\$ -	0%
43500	Printing & Binding	\$ 1,000	-	\$ 1,000	100%
46035	Shop Supplies	\$ 15,000	3,554	\$ 11,446	76%
42820	Education-Tuition Assistance	\$ -	-	\$ -	0%
46023	Computer Materials & Repair	\$ 10,000	2,107	\$ 7,893	79%
46024	Mechanical M&R Materials	\$ -	-	\$ -	0%
	Supplies & Materials Subtotal	\$ 601,500	117,312	\$ 484,188	80%
	Gas/Diesel Fuel/Oil & Grease	\$ 250,000		\$ 250,000	100%
46008	Vehicle & Equipt Fuel-Diesel	\$ -	30,835	\$ (30,835)	0%
46028	Vehicle & Equipt Fuel-Gasoline	\$ -	370	\$ (370)	0%
46029	Vehicle & Equipt/Oil & Grease	\$ -	2,453	\$ (2,453)	0%
	Gas/Diesel Fuel/Oil & Grease Subtotal	\$ 250,000	33,658	\$ 216,342	87%
	Rentals & Leases				
45410	Lease/Rent of Equipment-Office (Copier/postal meter)	\$ 5,500	1,106	\$ 4,394	80%
45411	Lease/Rent of Equipment-Landfill	\$ 10,000	-	\$ 10,000	100%
45420	Lease/Rent of Buildings	\$ -	-	\$ -	0%
	Rentals & Leases Subtotal	\$ 15,500	1,106	\$ 14,394	93%
	Utilities & Natural Gas				
45230	Telephone/Internet	\$ 20,000	3,866	\$ 16,134	81%
45110	Electrical Services	\$ 35,000	5,193	\$ 29,807	85%
45130	Water & Sewer	\$ 1,500	263	\$ 1,237	82%
45120	Utilities - Propane Gas	\$ -	16	\$ (16)	0%
45231	Cellular Services & Pager	\$ 3,960	210	\$ 3,750	95%
	Utilities Subtotal	\$ 60,460	9,548	\$ 50,912	84%
45500	Travel & Training-Includes Continuing Education	\$ 4,000		\$ 4,000	100%
45510	Travel Mileage-Personal Vehicle	\$ -	46	\$ (46)	0%
45530	Travel-Subsistence & Lodging	\$ -	-	\$ -	0%
45540	Off-Site Training	\$ -	1,180	\$ (1,180)	0%
46014	On-Site Training	\$ 4,000	-	\$ 4,000	100%
	Travel & Training Subtotal	\$ 8,000	1,226	\$ 6,774	85%
	Miscellaneous				
45800	Miscellaneous	\$ 3,500	126	\$ 3,374	96%
45810	Dues and Assoc Membership-Misc	\$ 1,800	348	\$ 1,452	81%
45801	Bank Service Charges	\$ 3,600	2,470	\$ 1,130	31%
45802	Cash Overage and (Shortage)	\$ -	0	\$ (0)	0%
45803	Finance Charges paid to vendors	\$ -	-	\$ -	0%
45804	Bad Debt Expense	\$ 3,000	55	\$ 2,945	98%
45840	VDEQ landfill fee - Misc	\$ 28,000	30,272	\$ (2,272)	-8%
	Misc Expenses Subtotal	\$ 39,900	33,272	\$ 6,628	17%
	Payments to Other Entities				
43164a	Leachate Treatment-LR facility	\$ 20,000	-	\$ 20,000	100%
45308	General Liability insurance	\$ 42,000	43,569	\$ (1,569)	-4%
	Payments to Other Entities Subtotal	\$ 62,000	43,569	\$ 18,431	30%
	Sub-Total SA O & M Expenses	\$ 1,453,130	308,141	\$ 1,144,989	79%

Account	Operations and Maintenance Cost Type	FY 2020 Approved Budget	Actuals Through 8/31/19	Budget Amount Remainin g (A - B)	Budget % Remaining (C / A)
	Reimbursable O & M Expenses (see Reimbursable Schedule for Detail)	\$ 121,500	706	\$ 120,794	99%
	<b>Grand Total Operations and Maintenance Cost</b>	<b>\$ 1,574,630</b>	<b>\$ 308,847</b>	<b>\$ 1,265,783</b>	<b>80%</b>

		(A)	(B)	(C)	(D)
Account	Operations and Maintenance Cost Type	FY 2020 Approved Budget	Actuals Though 8/31/19	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	\$ 60,000	\$ -	\$ 60,000	100.0%
43160	Environmental Lab Services	\$ -	\$ -	\$ -	0.0%
43162	HHW Disposal	\$ 28,050	\$ -	\$ 28,050	100.0%
	City of Lynchburg Subtotal	\$ 88,050	\$ -	\$ 88,050	100.0%
	<b>Amherst County</b>				
43162	HHW Disposal	\$ -	\$ -	\$ -	0.0%
	<b>Nelson County</b>				
43162	HHW Disposal	\$ -	\$ -	\$ -	0.0%
	<b>Appomattox County</b>				
43162	HHW Disposal	\$ -	\$ -	\$ -	0.0%
	<b>Campbell County</b>				
43140a	Engineering/Monitoring/Remediation Services	\$ 22,840	\$ -	\$ 22,840	100.0%
43160a	Environmental Lab Services	\$ 5,000	\$ 706	\$ 4,294	85.9%
43162	HHW Disposal	\$ 5,610	\$ -	\$ 5,610	100.0%
43164a	Leachate Treatment	\$ -	\$ -	\$ -	0.0%
	Campbell County Subtotal	\$ 33,450	\$ 706	\$ 32,744	97.9%
	<b>Reimbursable Landfill O &amp; M Expenses</b>	<b>\$ 121,500</b>	<b>\$ 706</b>	<b>\$ 120,794</b>	<b>99.4%</b>
	<b>Reimbursable Landfill Personnel Costs</b>				
	<b>City of Lynchburg</b>				
	Concord Turnpike Personnel Costs	\$ 39,756	\$ 6,628	\$ 33,129	83.3%
	City of Lynchburg Subtotal	\$ 39,756	\$ 6,628	\$ 33,129	83.3%
	<b>Campbell County</b>				
	Environmental Compliance & Safety	\$ 6,000	\$ -	\$ 6,000	100.0%
	Campbell County Subtotal	\$ 6,000	\$ -	\$ 6,000	100.0%
	<b>Reimbursable Landfill Personnel Costs</b>	<b>\$ 45,756</b>	<b>\$ 6,628</b>	<b>\$ 39,129</b>	<b>85.5%</b>

## **Forgiveness of penalty for First Piedmont Waste Services**

Our policy is to impose a 10% penalty if a bill is not paid on time. The Director is authorized to forgive the penalty if deemed appropriate for penalties up to \$4,000.

First Piedmont Waste Services, one of our larger customers, was a few days late in paying a June bill. Because they are a large customer, the penalty came to \$7,972.21.

First Piedmont has been a good paying customer over the years and this is the first time they have been late on a payment.

Since this is the first time, and they were only briefly late, the staff recommends that the penalty be forgiven in this instance.

## **Bedford County Request to Buy 15,000 Tons Worth of Space in the Landfill under a 5 Year Agreement**

Bedford County has asked to bring 15,000 tons of solid waste each year for five years at the commercial rate. After five years, they have asked for optional annual one-year renewals. They have agreed to the no sludge request.

### **Pros:**

- Generates \$453,750 each year for the operation budget without a significant increase in expenditures
- This additional revenue gives members the choice of lowering the member rate by \$1.78 per ton
  - o Lynchburg’s disposal bill could be reduced by \$62,585
  - o Campbell’s disposal bill could be reduced by \$36,333
  - o Nelson’s disposal bill could be reduced by \$17,772
  - o Appomattox’ disposal bill could be reduced by \$9,530
- Members could also choose to use the funds for closure/post closure and reduce the members’ obligations later in the life of the landfill
- Generates up to \$150,000 each year in excess revenue

### **Cons:**

- Shortens the landfill’s life by one month each year that we receive 15,000 tons

### **Financial Assurance:**

*Definition of financial assurance under the Financial Assurance Regulations 9VAC20-70.*

*A. In order to assure that the costs associated with protecting the public health and safety from the consequences of an abandonment or a failure to properly execute closure, post-closure care or corrective action at a facility are to be recovered from the owner or operator, the owner or operator of such facility shall obtain one, or a combination of the financial responsibility mechanisms described in this part. Financial responsibility mechanisms shall be in the amount equal to the cost estimate approved by the department using the procedures set forth in Article 3 (9VAC20-70-111 et seq.) of this part.*

Financial Assurance is required to be posted for sanitary landfills under 9VAC20-70 et seq. The stated purpose for financial assurance is to assure that there is sufficient funding available to cover costs for closure, post closure and corrective action for an operating facility with post closure care covering a minimum of 30 years. There are multiple mechanisms that can be used for financial assurance under the regulations. The Region 2000 Authority chose to use the “Local Government Guarantee” whereby each member of the Authority pledges to “guarantee” a portion of the Regional costs based on tonnage



placed in the landfill should the Authority have insufficient funding to meet its obligations for closure, post closure or corrective action. The financial assurance obligations are calculated annually and provided to each member. The Authority assigns all tonnage entering the landfill (either delivered by the locality, its assigned contractor or commercial haulers) to one of the localities.

Relative to the acceptance of Bedford County waste, receipt of the waste does not change the closure or post closure care costs. However, the tonnage delivered by the County must be assigned to the Authority members. The simplest way to assign the tonnage is to assign it based on the current obligation of each of the members. By doing it this way, there would be no changes in the members' financial assurance obligations.

The acceptance of the Bedford County tonnage does not change the total cost of landfill closure or post closure. It may speed up the closure process by a few months but it won't change the total cost that financial assurance protects.

Attached is a chart provided by Lynn Klappich of Draper Aden.

### **Recommended Action:**

Staff believes that it is in the Authority's best interest to lower costs whenever practicable and that the Bedford request offers such an opportunity. Adding Bedford County to the waste stream for a five year period lowers our cost of service by \$1.78. We recommend:

- Negotiate a contract for a five-year period with five one-year options as Bedford has requested.
- The per ton rate should be set for a first-year rate of \$40.25 per ton with \$30.25 going to the operations funds and \$10 going to Excess Revenue. Subsequent years should start at the \$40.25 rate and include an annual cost of living escalator based on the consumer price index for the remainder of the contract. The \$30.25 plus cost of living funds would go to our operations and \$10 per ton to Excess Revenue.
- The contract should include a clause allowing us to renegotiate or terminate the contract with 12 month notice if we anticipate that we will lose a major waste contract, such as County Waste.
- As long as Lynchburg and Campbell receive excess revenue under the percentage split outlined in the Member Use Agreement, we should equally divide the Excess Revenue received from the Bedford County contract between Appomattox and Nelson Counties so that every jurisdiction receives some excess revenue payment.



September 6, 2019

Bonnie Svrcek, Chair  
Region 2000 Services Authority  
828 Main St, 12<sup>th</sup> Floor  
Lynchburg, VA 24504

Dear Bonnie,

Per the request during the July 31<sup>st</sup> meeting of the Region 2000 Services Authority, the Bedford County Board of Supervisors passed a resolution (attached) requesting consideration to dispose of Bedford County solid waste at the Livestock Road landfill site. As mentioned during the Authority meeting, Bedford County is quickly running out of capacity (anticipated by December 2020) in our existing cell and requests to dispose of a portion our waste at this landfill.

As a reminder, we are requesting to dispose of approximately 15,000 tons per year. This equates to 10,000 originating from several county convenience centers and 5,000 from the Town of Bedford transfer station. We are further asking to pay the current commercial rate and understand it may fluctuate in the future. We will haul sludge to a separate facility and not use the Region 2000 landfill for that purpose.

The Board of Supervisors has not yet decided whether or not to permit another cell at the Bedford County landfill. Therefore, it is premature to make any commitment about disposing of Region 2000 waste at our facility. If the Board of Supervisors decides to operate a functional county landfill in the future, then we can have more conversations about regional applicability at that time.

As for the terms of a potential agreement. We desire an initial 5-year term, but would ideally request the option for annual renewals thereafter. If desired by the Board of Supervisors, this would provide adequate time to permit and construct a new cell at our facility and plan for other contingencies.

We hope the Services Authority will look favorably upon this request as it will be a cost savings measure for Bedford County and a revenue stabilizer for the Services Authority. Please let me know if you have any further questions or desire more specific information.

Sincerely,

Robert Hiss  
County Administrator



At a regular meeting of the Board of Supervisors of the County of Bedford, Virginia held at the Bedford County Administration Building on the 12<sup>th</sup> day of August 2019, beginning at 7:00 pm.:

<u>MEMBERS:</u>	<u>VOTE:</u>
Tommy W. Scott, Chairman	Yes
Andrew D. Dooley, Vice-Chairman	Yes
Bill Thomasson	Yes
Edgar Tuck	Yes
Charla Bansley	Yes
John Sharp	Yes
Kevin S. Willis	Yes

On motion of Supervisor Thomasson, which carried by a vote of 7-0, the following was adopted:

**A RESOLUTION**

**REQUESTING REGION 2000 SERVICES AUTHORITY TO NEGOTIATE AN AGREEMENT FOR ACCEPTANCE OF BEDFORD COUNTY SOLID WASTE**

**WHEREAS**, the Bedford County landfill has a very limited available cell capacity; and

**WHEREAS**, the Region 2000 Services Authority is in close proximity to several drop site locations; and

**WHEREAS**, the Region 2000 Services Authority offers a non-member commercial rate; and

**WHEREAS**, it is in the best interest of Bedford County to save landfill space and realize financial savings by direct hauling from drop site locations to the Region 2000 landfill; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Bedford County Board of Supervisors, to request the Region 2000 Services Authority negotiate an agreement for accepting a portion of Bedford County’s solid waste.

A Copy-Teste:

Robert Hiss  
County Administrator

FY 2019  
 PERMIT 610 - LIVESTOCK ROAD  
 FINANCIAL ASSURANCE OBLIGATIONS  
 TONNAGE AND PERCENTAGE ESTIMATES  
 CONSIDERING BEDFORD COUNTY  
 BY DRAPER ADEN ASSOCIATES  
 9/17/19

<b>TABLE 1</b>							
<b>REGION 2000 SERVICES AUTHORITY</b>							
<b>Permit 610 - Livestock Road Landfill - Phases III and IV (Exclusive of Phase V which has not been constructed)</b>							
<b>HYPOTHETICAL DISTRIBUTION OF BEDFORD COUNTY TO EACH MEMBER BASED ON CURRENT % RESPONSIBILITY IN LANDFILL</b>							
<b>FINANCIAL ASSURANCE RESPONSIBILITIES BY TONNAGES</b>							
<b>FY 2019</b>							
TIME PERIOD	LYNCHBURG	CAMPBELL COUNTY	NELSON COUNTY	TOWN OF BEDFORD	APPOMATTOX COUNTY	BEDFORD COUNTY	TOTAL
1995 - 2008		643,505					643,505
1/1/2009 - 6/30/2012	0	0	0	0	0		0
7/1/11 - 6/30/12	4,674	3,128	1,014	114	834		9,764
7/1/12 - 6/30/13	192,056	37,317	8,840	3,378	5,884		247,474
7/1/13 - 6/30/14	150,894	36,431	9,759	1	5,847		202,932
7/1/14 - 6/30/15	158,364	37,300	9,461	6	5,554		210,685
7/1/15 - 6/30/16	144,446	41,622	9,832	15	7,569		203,485
7/1/16 - 6/30/17	137,817	37,533	10,152	6	5,663		191,171
7/1/17 - 6/30/18	145,917	30,146	10,107	0	6,136		192,306
7/1/18 - 6/30/19	152,604	26,636	10,387	7	6,278		195,912
<b>TOTAL</b>	<b>1,086,772</b>	<b>893,618</b>	<b>69,552</b>	<b>3,527</b>	<b>43,765</b>		<b>2,097,234</b>
% OF TOTAL PLACED	51.8%	42.6%	3.3%	0.2%	2.1%		100.0%
<b>FINANCIAL ASSURANCE COST FOR CLOSURE AND POST CLOSURE including stockpiles</b>							
<b>TOTAL</b>	\$12,005,272						
<b>Obligation based on %</b>	\$6,221,049	\$5,115,369	\$398,137	\$20,191	\$250,527		\$12,005,272
<b>Bedford County tonnage</b>						11,697	
Bedford County tonnage assigned to member	6,061	4,984	388	20	244	0	11,697
<b>Total plus Bedford County tonnage</b>	<b>1,092,833</b>	<b>898,602</b>	<b>69,940</b>	<b>3,547</b>	<b>44,009</b>		<b>2,108,931</b>
Adjusted percentage	51.8%	42.6%	3.3%	0.2%	2.1%		100.0%
<b>FINANCIAL ASSURANCE COST FOR CLOSURE AND POST CLOSURE including stockpiles</b>							
<b>TOTAL</b>	\$12,005,272						
<b>Obligation based on %</b>	\$6,221,049	\$5,115,369	\$398,137	\$20,191	\$250,527		\$12,005,272
<b>NOTES:</b>							
1. Tonnages for 1995 - 2008 provided by County.							
2. Tonnages for FY 2012 through 2019 provided by the Regional Authority.							
3. In late Spring 2012, the Region began to divert some waste to the Livestock Road Landfill.							
4. Inert materials, tires, brush and white goods are not included in totals provided by Authority.							
5. The FY 2018 estimate was \$11,735,358.							
6. Closure estimate based on permit modification approved on 10/26/15, adjusted to remove costs for 13 vents which have been installed.							
7. Estimate now includes Phase IV.							
8. Post closure estimate based on 2016 estimate as revised to add Phase IV.							
9. VDEQ inflation factor for 2019 is 1.023 and was used to adjust costs.							
10. Bedford County tonnage provided by Authority.							

**Agenda Item No. 6      Excess Revenue**

Auditors have determined that the Authority generated \$ 1,407,595 in Excess Revenue in 2018-2019.

Our distribution pattern follows the Member Use Agreement with a 30.6% part for Lynchburg and a 69.4% part for Campbell.

Staff has not identified any activity or actions over the past year that would warrant a change in our practice.

Recommended Action:

2018-2019 Excess Revenue Distribution following the Member Use Agreement:

Lynchburg: \$430,724

Campbell: \$976,871

**Agenda Item No. 7**

**Authorization to expend \$45,000 from Closure/Post Closure Funds for the Extension of Components of the Gas Collection System at the Phase IV Cell of the Livestock Road Landfill**

At the last Board meeting, Staff described the next LFG collection system expansion project to be constructed in about 1.5 – 2 years when the third lift in current operating phase IV is complete. After further evaluation, Staff recommends proceeding with construction of an initial, permanent phase of construction of this LFG extension along the recently completed southeastern fill slope of the second lift in phase IV at a cost of \$45,000. This extension will be part of the permanent LFG collection system (not sacrificial) and is a legitimate closure expense.

Staff recommends using available closure funds for this project. This project can be completed by Thanksgiving.

**Agenda Item No. 8**

**RFP for use of Landfill Gas at Livestock Road**

The Authority has previously discussed circulating a Request for Proposals for a vendor to utilize the landfill gas generated at the Livestock Road Landfill.

A RFP is attached for your consideration.

**DRAFT - REQUEST FOR PROPOSAL**

**Virginia's Region 2000 Local Government Council  
Region 2000 Services Authority**

**Landfill Gas Development Project for the Region 2000 Services Authority**

**Issue Date:** {DATE}

**Title:** Landfill Gas Development Project for the Region 2000 Services Authority

**Issuing Agency & Address:** Region 2000 Services Authority  
361 Livestock Road  
Rustburg, VA 24588

**Location of Work:** Region 2000 Regional Landfill - Livestock Road Facility, Rustburg, Virginia 24588

**Period of Contract:** Five (15) Years

**Contact Person:** Clarke W. Gibson, P.E., Director, Region 2000 Services Authority, email: cgibson@region2000.org

**Proposal packages must be labeled:** Landfill Gas Development Project for the Region 2000 Services Authority

**Pre-Proposal Conference:** A pre-proposal conference be held.

Proposals are due before {TIME} on {DATE} at Region 2000 Services Authority, 361 Livestock Road, Rustburg, VA 24588. Proposals will be date stamped and recorded as they are received. Proposals received after this date and time will not be considered and will be returned to the proposer unopened.

In compliance with this Request for Proposals, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP cited above and submit this signed proposal which includes this completed and signed page, and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

**Name and Address of Firm:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FEI / FIN #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*(signature in ink)*

**By:** \_\_\_\_\_  
*(print or type name)*

**Title:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

# NOTICE TO BIDDERS FOR LANDFILL GAS DEVELOPMENT SERVICES

The Region 2000 Services Authority (Authority) is the owner and operator of the Region 2000 Regional Landfill - Livestock Road Facility (LRF), a municipal sanitary landfill under Virginia Solid Waste Landfill Permit No. 610. The LRF is located east of U.S Route 29, at the end of State Route 674, approximately five miles south of Lynchburg, in Campbell County, Virginia.

The Authority has elected to issue this Request for Proposal (RFP) to solicit proposals from qualified bidders to develop a project for Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction for commercial and beneficial use purposes of landfill gas generated at the LRF and to make payments to Authority in exchange for rights to such landfill gas. The Authority shall consider technically and financially feasible uses including electrical power generation or direct-use by industrial users as boiler fuel.

For the purposes of this RFP, the scope of work requested by The Authority includes, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for facilities associated with the beneficial use of landfill gas. In addition, the scope of work includes marketing, sale and distribution of the full market value of the landfill gas, including all environmental attributes, tax credits, and tax incentives.

Sealed proposals will be received by The Authority at the Region 2000 Services Authority, 361 Livestock Road, Rustburg, VA 24588., until on **{DATE}** at **{TIME}** and immediately thereafter publicly opened and read for furnishing landfill gas development services for landfill gas generated at the Livestock Road Facility. The Authority requests 10 sealed copies from each prospective bidder.

The Authority reserves the right to postpone or discontinue future phases of this procurement contingent on responses to the Request for Proposals (RFP) or for any other reason. Proposals received after the specified date and time above will not be accepted. The time of receipt shall be determined by the clock in the lobby of the Authority's Office at the address above. If forwarded by mail, the sealed envelope containing the proposal shall be marked on the exterior "Proposal for Landfill Gas Development Services", and with the name and address of the bidder. The sealed envelope shall be addressed to The Region 2000 Services Authority, 361 Livestock Road, Rustburg, VA 24588, attention Mr. Clarke Gibson.

A mandatory Pre-Submittal Conference will be held on **{DATE}** at **{TIME}** at the Region 2000 Services Authority, 361 Livestock Road, Rustburg, VA 24588

The RFP includes the following sections:

- SECTION 1 – GENERAL INFORMATION
- SECTION 2 – FORECAST OF LANDFILL GAS RESERVES
- SECTION 3 – SCOPE OF SERVICES
- SECTION 4 – SUBMITTAL REQUIREMENTS
- SECTION 5 - SELECTION PROCESS
- Exhibit 1 - Terms and Conditions
- Exhibit 2 - Parent Company Confirmation
- Exhibit 3 - Proposal Certification and Non-Collusion Affidavit
- Exhibit 4 - Landfill Gas Rights Payment Form



## SECTION 1 – GENERAL INFORMATION

### RFP OBJECTIVE

The objective of this RFP is to solicit proposals for the development of a project for Landfill Gas to Energy and/or a Greenhouse Gas Emissions Reduction at the Region 2000 Regional Landfill - Livestock Road Landfill (LRF). The Region 2000 Services Authority (Authority) as the owner and operator of the LRF intends to enter into an agreement with the successful respondent, herein referred to as “the Company” including the following general provisions:

- Conveying the rights and credits to the landfill gas for an initial term of **{15}** years, including:
  - Rights to all the LFG produced, collected by the Authority-owned collection system, and made available;
  - The environmental attributes including greenhouse gas credits associated with destruction of the methane, any environmental attributes associated with the generation of electricity (Renewable Energy Credits and/or greenhouse gas credits for offsetting other forms of electrical generation), and any other environmental attributes existing or yet to be conceived; and,
  - Applicable tax credits and tax incentives associated with Landfill Gas to Energy and Greenhouse Gas Emissions Reduction projects.
- The Authority expects to be compensated for conveying these rights, environmental attributes, and beneficial use of the landfill gas. The Authority desires to receive such compensation expressed in unit prices and annual payments as stipulated on the Landfill Gas Rights Payments Form.

Proposals that present technically and financially -feasible alternatives to the approach and specifics contained in this RFP will be accepted and considered.

### PROPOSAL SUBMISSION

Proposals will be accepted until **{DATE}** at **{TIME}** local time. Ten (10) copies of the Proposal, and all required forms, must be submitted in order for a bidder’s proposal to be considered responsive to the requirements of the RFP. No facsimile or e-mail submissions will be accepted.

The requirements for Proposal submittals are set forth in this RFP. Any addendum to this RFP, should they be necessary, will be placed on the Authority website at the following location:

<https://www.region2000servicesauthority.org/procurements.html>

### CONTACT PERSON/ADDITIONAL INFORMATION

Respondents are requested to refrain from contact with the Selection Committee members. Any questions regarding the RFP, and the proposal submittal requirements, should be submitted in writing directed to the Director of the Region 2000 Services Authority:

Region 2000 Services Authority  
c/o Clarke Gibson  
361 Livestock Road  
Rustburg, VA 24588  
[cgibson@region2000.org](mailto:cgibson@region2000.org)

## OVERVIEW OF PROCUREMENT AND IMPLEMENTATION PROCESS

The proposed procurement process for development of a project for Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction for the Livestock Road Regional Landfill as follows:

1. Mandatory Pre-Submittal Conference - {DATE}
2. Last Day for Receipt of Questions on RFP - {DATE}
3. Last Day The Authority will issue written responses to questions - {DATE}
4. Proposals Due - {DATE}
5. Present Recommendation to Board of Directors - {DATE}
6. Complete Final Contract Negotiations with Selected Respondent - {DATE}
7. Issue Notice to Proceed for Landfill Gas Development - {DATE}

## RIGHTS OF THE AUTHORITY

All responses, inquiries, or correspondence relating to this RFP will become the property of the Authority when received and will become subject to all appropriate public disclosure laws of the Commonwealth of Virginia.

## COST INCURRED BY RESPONDENTS

Any cost incurred by respondents in preparing or submitting a Proposal in response to this RFP shall be the Respondent's sole responsibility.

## RIGHTS OF THE SELECTION COMMITTEE

This RFP constitutes an invitation to submit proposals to the Authority. This RFP does not obligate the Authority to procure or contract for any of the scopes of services set forth in this RFP. All responses, inquiries, or correspondence relating to this RFP will become the property of The Authority when received and will become subject to all appropriate public disclosure laws of the Commonwealth of Virginia. The Authority and the Selection Committee reserve and hold at its sole discretion, various rights and options, including without limitation, the following:

- a) To waive any minor informalities in the RFP.
- b) To prepare and issue addenda to the RFP prior to the receipt of the proposals that may expand, restrict, or cancel any portion or all work described in this RFP
- c) To receive questions from Respondents and to provide such answers as it deems appropriate

- d) To reject any and all proposals
- e) To change the date for receipt of proposals or any deadlines and dates specified in this RFP
- f) To conduct investigations with respect to the information provided by each Respondent and to request additional information to support such Respondent's responses and submittals
- g) To be granted a visit of facility(s) referenced in the Respondent's proposal at any time or times during the procurement process upon request
- h) To seek clarification of proposals from Respondents
- i) To cancel this procurement process with or without substitution of another RFP

## PROPOSALS TO REMAIN OPEN

All proposals shall remain open for 120 days beyond the proposal date. The Authority may, at its sole discretion, release any proposals and return the proposal security prior to that date.

## GENERAL CONDITIONS FOR INSURANCE, INDEMNIFICATION, AND PERFORMANCE GUARANTEES

Any potential agreement resulting out of a negotiations phase following this RFP process will include specific contract terms pertaining to insurance, indemnification, and performance guarantees. It is anticipated that such agreement will contain the Authority's standard terms and conditions for these items. A copy of the proposed terms and conditions for these items is included as **Exhibit 1** to this RFP. Respondents should consider these terms and conditions during the preparation of their cost proposals. The Authority may include additional terms and conditions specific to a Landfill Gas to Energy Project and/or a Greenhouse Gas Emissions Reduction in any potential agreement.

## DEFINITIONS

The following terms used in herein are defined below for the purposes of this RFP.

Landfill Gas Agreement: The legal agreement between the Region 2000 Services Authority and the Company that includes transfer of Landfill Gas Rights to the Company, the construction, operation and maintenance of the Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction Facilities by the Company and including payment to the Authority for the Rights granted.

Landfill Gas Collection Facilities The network of landfill gas collection equipment appurtenances including, but not limited to, gas collection wells, collection headers, interconnecting pipes, valves, monitoring and measuring equipment, blower, landfill gas flare, filters, and other related equipment that will be planned, permitted, designed and installed by The Authority and used in the extraction and collection of Landfill Gas at the LRF. The Authority maintains Landfill Gas Collection Facilities over the Phase III and Phase IV, and plans to construct additional LFG Collection Facilities over the Phase V waste disposal unit following its future construction.

Landfill Gas Delivery Point: The location between the Authority-owned Landfill Gas Collection Facilities and the Project. It is the location where Landfill Gas collected and measured by the

Authority's Collection Facilities is transferred the Company. The LFG Delivery Point is also the location where Landfill Gas Rights are transferred from the Authority to the Company.

Landfill Gas Rights: The rights of ownership for the use of and control of landfill gas.

Project Facilities: The system and facilities constructed, maintained, and managed by the Company and within the Company land lease in agreement with the Authority for purposes of Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction.

Project: The overall planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for facilities associated with the beneficial use of landfill gas. In addition, the Project includes marketing, sale and distribution of the full market value of the landfill gas, including all environmental attributes, tax credits, and tax incentives

Project Site: The area of land leased to the Company for purposes of operating a Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction Facilities per the agreement.

The Company: The entity enters into an agreement with the Authority to complete the scope of services for a Landfill Gas to Energy and/or a Greenhouse Gas Emissions Reduction Project with Landfill Gas Generated from Phase III, Phase IV and Phase V of the Livestock Road Landfill (LRF). The Company is therefore provided rights to Landfill Gas generated at these Phases of the LRF as described in the Landfill Gas Agreement and is responsible for completing the scope of work outlined in the agreement.

## SECTION 2 – FORECAST OF LANDFILL GAS RESERVES

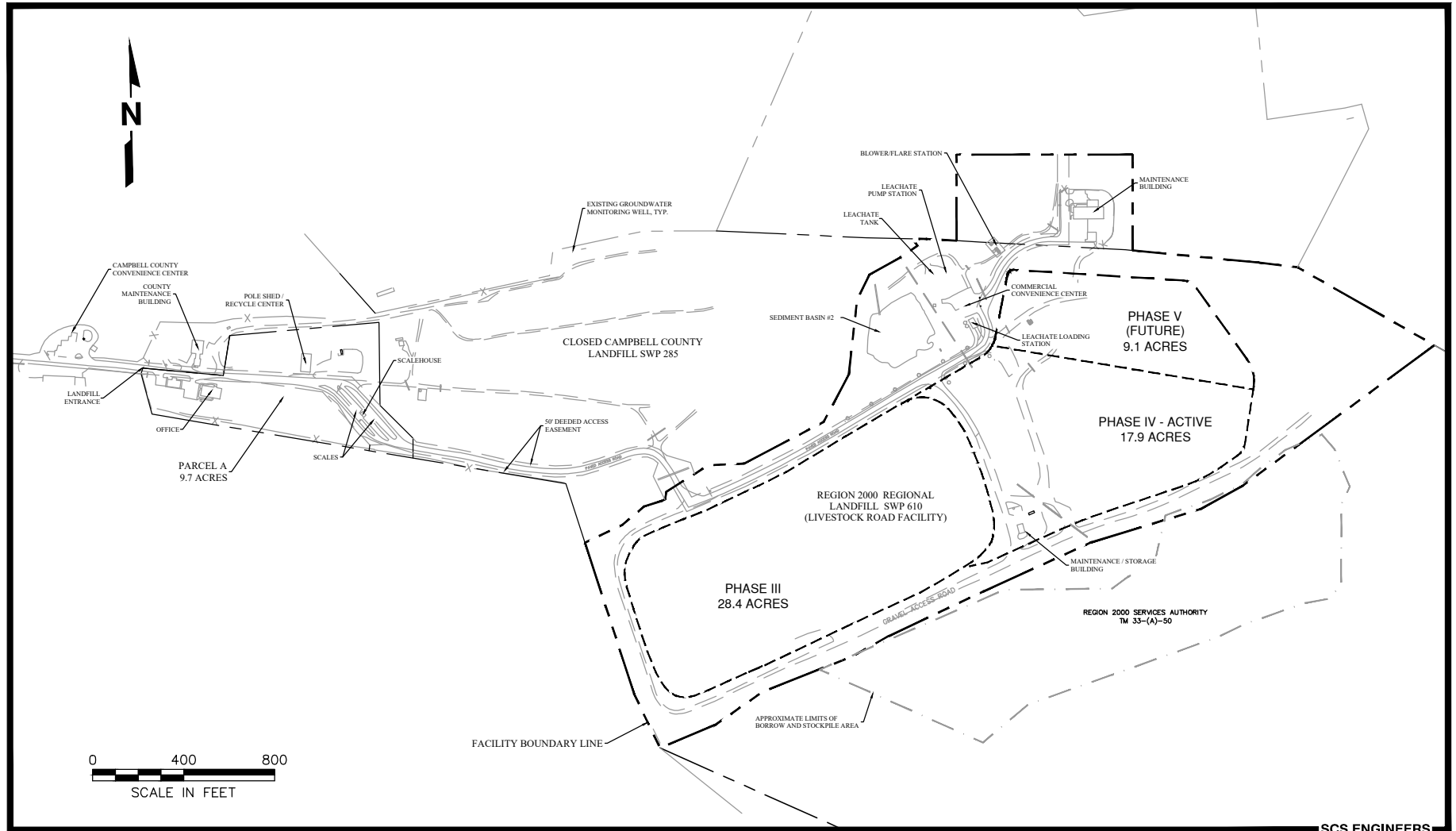
### LIVESTOCK ROAD FACILITY (SWP 610)

The Region 2000 Regional Landfill - Livestock Road Facility (LRF) is a municipal solid waste (MSW) management facility located east of U.S Route 29, at the end of State Route 674, approximately five miles south of Lynchburg, in Campbell County, Virginia. The LRF is owned and operated by the Region 2000 Services Authority (Authority). The LRF is comprised of three permitted waste disposal units Phases III, IV and V, of which Phase IV is the current active unit. The Authority was issued a Solid Waste Permit (No. 610) in March 15, 2012 for operations of the Phase III landfill, which is currently filled and partially capped. The Authority began operations of the current landfill unit, Phase IV on April 18, 2017. The Authority operates landfill gas collection generated in Phase III, IV and intends to capture landfill gas from the future disposal unit Phase V.

Upon completion of all phases, the permitted LRF is anticipated to have a total footprint of 55 acres and a maximum capacity of approximately 4.7 million cubic yards of solid waste as shown in Figure 1. During 2018, the LRF disposed of over 197,000 tons of waste and is expected to receive over 200,000 tons by the end of 2019. Based on the anticipated waste acceptance rates, the LRF is expected to operate until 2031. The LRF accepts municipal solid waste (MSW) consisting primarily of household and commercial wastes from the city of Lynchburg and the counties of Amherst, Appomattox, Campbell and Nelson. The LRF does not accept significant quantities of construction and demolition (C&D) or industrial wastes. Table 1 describes the anticipated Phase, Current Condition, Life Span and Waste Volume in Million Cubic Yards (MCY) for the LRF.

**Table 1 – Livestock Road Facility Cell Phase and Volumes**

	<b>Current Fill Condition</b>	<b>Total Life Span (years)</b>	<b>Remaining Life Span (years)</b>	<b>Wasted Volume (MCY)</b>
Phase III	Completed	19	NA	2.0
Phase IV	Active	7.6	5.6	1.5
Phase V	Future	6.0	6.0	1.2
<b>Totals</b>		<b>32.6</b>	<b>11.6</b>	<b>4.7</b>



SCS ENGINEERS

FIGURE 1 - OVERALL SITE MAP

## REGULATORY STATUS

Currently, the LRF is equipped with an active landfill gas (LFG) collection and control system within the Phase III and Phase IV areas. A combustion unit (i.e. flare station) is operated on the north side between Phase III and Phase IV.

The LRF is subject to the New Source Performance Standards (NSPS) for municipal solid waste landfills, and other provisions of the Clean Air Act, and hence, the LRF has been issued Title V Air Operating Permit Registration No. 21547.

The Authority conducts ongoing design and installation of the expansion of the active LFG collection and control systems in advance of the regulatory requirements to allow for the safe and productive use of the energy resource provided by the landfill. The Authority continues to coordinate with the Virginia Department of Environmental Quality (VDEQ) regarding regulatory permitting and compliance requirements.

## LANDFILL GAS RECOVERY MODELING

The Authority has commissioned a detailed analysis of the expected LFG recovery potential from the LRF. LFG models were developed for two potential scenarios related to the frequency of LFG system expansion. Scenario A projections include infrequent landfill gas wellfield expansions, assuming that the LFG system is expanded at a time frame close to the end of a fill cycle in each waste unit (approximately every 6 years). Under this Scenario, LFG system coverage gradually declines between landfill expansion projects as the amount of waste in place increases, and spikes in the years corresponding to expansion projects.

Scenario B projections include frequent LFG system expansions to parallel waste placement rates. Under this scenario, LFG system coverage remains steady with increases corresponding to installation of final cap. Both LFG recovery projection models show an increase to 85% LFG system coverage in the year following final waste placement, coinciding with the installation of final cap over the final portion of the landfill. The model inputs include the maximum waste capacity of the site, 4,724,550 tons, and the average annual precipitation of 41.62 inches per year for the area. For both models, a decay rate constant ( $k$ ) of 0.072/yr and an ultimate methane recovery rate ( $L_0$ ) of 3030 cuft/ton are used. The historical waste placement rates are known inputs with breakdowns of waste by type into two categories: 1) municipal solid waste (MSW) and 2) construction and demolition (C&D) waste. This categorical data is recorded in annual Solid Waste Information and Assessment Program (SWIA) Reports from 2012 through 2018. Based on historical waste composition information, the C&D percent of total waste prior to 2019 is estimated to be approximately 7% and the projected C&D percent of total waste from 2019 through the life of the landfill is projected to be approximately 8%. The amount of waste placed in 2019 is estimated to be 200,000 tons with a projected annual increase of 2,500 tons through the life of the landfill. The forecasted landfill gas recovery for the LRF under Scenarios A and B is presented in Tables 2 and 3, respectively.

Based on the modeling results for Scenario A, LFG recovery from the existing and planned systems is projected to oscillate from an average of 846 standard cubic feet per minute (scfm) in 2020 to 1,160 scfm in 2025 and to 1,090 scfm in 2030. Based on the modeling results for Scenario B, LFG recovery from the existing and planned systems is projected to increase from an average of 883 scfm in 2020 to 1,243 scfm in 2025 and to 1,486 scfm in 2030. The expected cessation of operations and initiatives of final cap construction and fulfillment of the total design capacity is anticipated to occur in 2031. As such, both models anticipate a maximum recovery rate of 1,755

Table 2. LFG Recovery Projection Table – Scenario A: Infrequent Wellfield Expansions

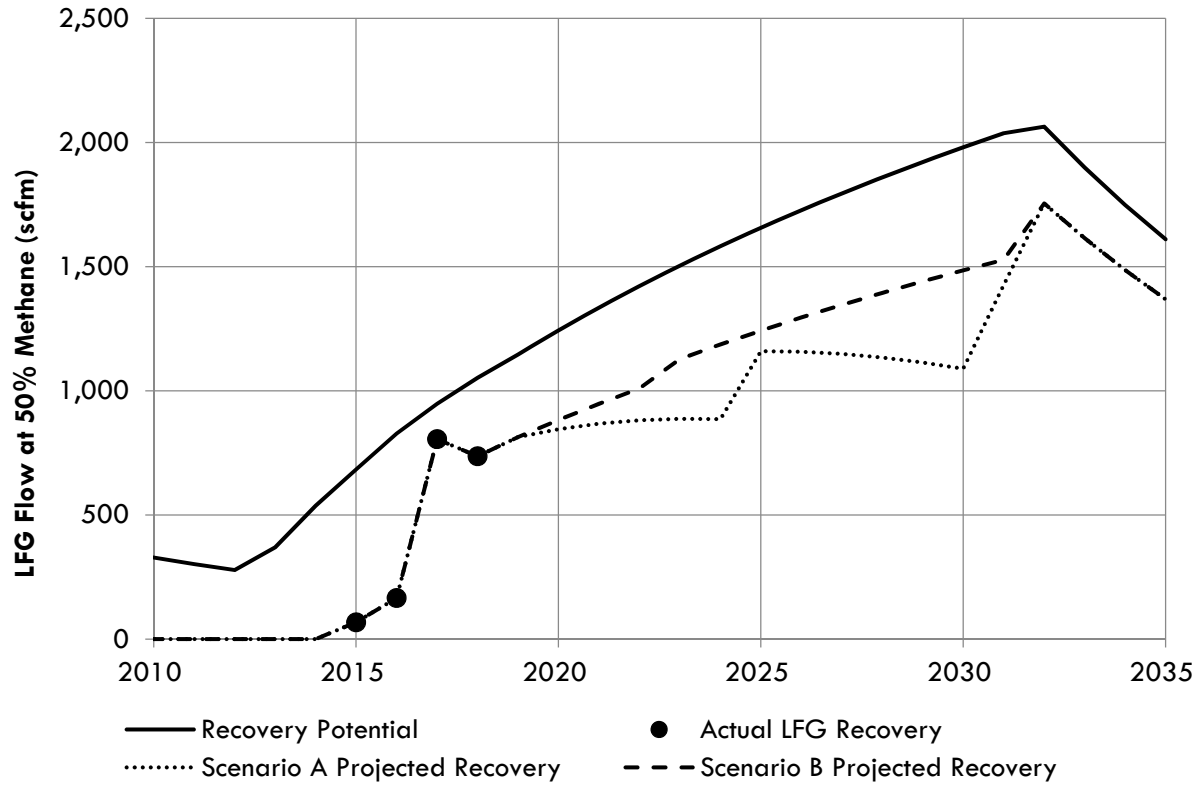
Year	Annual Total Waste Disposal	Total Waste In Place	LFG Recovery Potential			LFG System Coverage	LFG Recovery from Existing/Planned System		
	(tons/yr)	(tons)	(scfm)	(mmcf/day)	(mmBtu/yr)	(%)	(scfm)	(mmcf/day)	(mmBtu/yr)
1994	15,065	15,065	0	0.00	0	0%	0	0.00	0
1995	26,680	41,745	14	0.02	3,806	0%	0	0.00	0
1996	40,493	82,238	39	0.06	10,241	0%	0	0.00	0
1997	42,735	124,973	74	0.11	19,649	0%	0	0.00	0
1998	46,457	171,430	109	0.16	28,868	0%	0	0.00	0
1999	51,638	223,068	144	0.21	38,286	0%	0	0.00	0
2000	50,489	273,556	181	0.26	48,258	0%	0	0.00	0
2001	47,440	320,996	215	0.31	57,139	0%	0	0.00	0
2002	42,788	363,783	243	0.35	64,538	0%	0	0.00	0
2003	38,351	402,134	264	0.38	70,170	0%	0	0.00	0
2004	49,462	451,596	279	0.40	74,231	0%	0	0.00	0
2005	57,576	509,172	304	0.44	80,776	0%	0	0.00	0
2006	62,271	571,443	334	0.48	88,848	0%	0	0.00	0
2007	50,391	621,834	366	0.53	97,460	0%	0	0.00	0
2008	3,680	625,514	385	0.55	102,382	0%	0	0.00	0
2009	0	625,514	358	0.51	95,111	0%	0	0.00	0
2010	0	625,514	329	0.47	87,498	0%	0	0.00	0
2011	0	625,514	303	0.44	80,501	0%	0	0.00	0
2012	145,093	770,607	279	0.40	74,070	0%	0	0.00	0
2013	204,048	974,655	370	0.53	98,449	0%	0	0.00	0
2014	196,597	1,171,252	538	0.77	142,954	0%	0	0.00	0
2015	205,357	1,376,609	684	0.98	181,822	10%	68	0.10	18,182
2016	197,672	1,574,281	828	1.19	220,294	20%	166	0.24	44,059
2017	187,550	1,761,831	948	1.37	252,206	85%	806	1.16	214,375
2018	197,641	1,959,472	1,052	1.52	279,854	70%	737	1.06	195,898
2019	200,000	2,159,472	1,146	1.65	304,875	71%	814	1.17	216,461
2020	202,500	2,361,972	1,244	1.79	330,750	68%	846	1.22	224,910
2021	205,000	2,566,972	1,336	1.92	355,189	65%	868	1.25	230,873
2022	207,500	2,774,472	1,422	2.05	378,306	62%	882	1.27	234,550
2023	210,000	2,984,472	1,505	2.17	400,210	59%	888	1.28	236,124
2024	212,500	3,196,972	1,583	2.28	420,997	56%	886	1.28	235,758
2025	215,000	3,411,972	1,657	2.39	440,759	70%	1,160	1.67	308,532
2026	217,500	3,629,472	1,728	2.49	459,579	67%	1,158	1.67	307,918
2027	220,000	3,849,472	1,796	2.59	477,533	64%	1,149	1.65	305,621
2028	222,500	4,071,972	1,860	2.68	494,690	61%	1,135	1.63	301,761
2029	225,000	4,296,972	1,922	2.77	511,116	58%	1,115	1.61	296,447
2030	227,500	4,524,472	1,981	2.85	526,869	55%	1,090	1.57	289,778
2031	200,078	4,724,550	2,038	2.93	542,003	70%	1,427	2.05	379,402
2032	0	4,724,550	2,065	2.97	549,064	85%	1,755	2.53	466,704
2033	0	4,724,550	1,900	2.74	505,393	85%	1,615	2.33	429,584
2034	0	4,724,550	1,749	2.52	465,245	85%	1,487	2.14	395,458
2035	0	4,724,550	1,611	2.32	428,334	85%	1,369	1.97	364,084



Table 3. LFG Recovery Projection Table – Scenario B: Frequent Wellfield Expansions

Year	Annual Total Waste Disposal	Total Waste In Place	LFG Recovery Potential			LFG System Coverage	LFG Recovery from Existing/Planned System		
	(tons/yr)	(tons)	(scfm)	(mmcf/day)	(mmBtu/yr)	(%)	(scfm)	(mmcf/day)	(mmBtu/yr)
1994	15,065	15,065	0	0.00	0	0%	0	0.00	0
1995	26,680	41,745	14	0.02	3,806	0%	0	0.00	0
1996	40,493	82,238	39	0.06	10,241	0%	0	0.00	0
1997	42,735	124,973	74	0.11	19,649	0%	0	0.00	0
1998	46,457	171,430	109	0.16	28,868	0%	0	0.00	0
1999	51,638	223,068	144	0.21	38,286	0%	0	0.00	0
2000	50,489	273,556	181	0.26	48,258	0%	0	0.00	0
2001	47,440	320,996	215	0.31	57,139	0%	0	0.00	0
2002	42,788	363,783	243	0.35	64,538	0%	0	0.00	0
2003	38,351	402,134	264	0.38	70,170	0%	0	0.00	0
2004	49,462	451,596	279	0.40	74,231	0%	0	0.00	0
2005	57,576	509,172	304	0.44	80,776	0%	0	0.00	0
2006	62,271	571,443	334	0.48	88,848	0%	0	0.00	0
2007	50,391	621,834	366	0.53	97,460	0%	0	0.00	0
2008	3,680	625,514	385	0.55	102,382	0%	0	0.00	0
2009	0	625,514	358	0.51	95,111	0%	0	0.00	0
2010	0	625,514	329	0.47	87,498	0%	0	0.00	0
2011	0	625,514	303	0.44	80,501	0%	0	0.00	0
2012	145,093	770,607	279	0.40	74,070	0%	0	0.00	0
2013	204,048	974,655	370	0.53	98,449	0%	0	0.00	0
2014	196,597	1,171,252	538	0.77	142,954	0%	0	0.00	0
2015	205,357	1,376,609	684	0.98	181,822	10%	68	0.10	18,182
2016	197,672	1,574,281	828	1.19	220,294	20%	166	0.24	44,059
2017	187,550	1,761,831	948	1.37	252,206	85%	806	1.16	214,375
2018	197,641	1,959,472	1,052	1.52	279,854	70%	737	1.06	195,898
2019	200,000	2,159,472	1,146	1.65	304,875	71%	814	1.17	216,461
2020	202,500	2,361,972	1,244	1.79	330,750	71%	883	1.27	234,833
2021	205,000	2,566,972	1,336	1.92	355,189	71%	948	1.37	252,184
2022	207,500	2,774,472	1,422	2.05	378,306	71%	1,010	1.45	268,597
2023	210,000	2,984,472	1,505	2.17	400,210	75%	1,129	1.63	300,157
2024	212,500	3,196,972	1,583	2.28	420,997	75%	1,187	1.71	315,748
2025	215,000	3,411,972	1,657	2.39	440,759	75%	1,243	1.79	330,570
2026	217,500	3,629,472	1,728	2.49	459,579	75%	1,296	1.87	344,684
2027	220,000	3,849,472	1,796	2.59	477,533	75%	1,347	1.94	358,150
2028	222,500	4,071,972	1,860	2.68	494,690	75%	1,395	2.01	371,018
2029	225,000	4,296,972	1,922	2.77	511,116	75%	1,441	2.08	383,337
2030	227,500	4,524,472	1,981	2.85	526,869	75%	1,486	2.14	395,151
2031	200,078	4,724,550	2,038	2.93	542,003	75%	1,528	2.20	406,502
2032	0	4,724,550	2,065	2.97	549,064	85%	1,755	2.53	466,704
2033	0	4,724,550	1,900	2.74	505,393	85%	1,615	2.33	429,584
2034	0	4,724,550	1,749	2.52	465,245	85%	1,487	2.14	395,458
2035	0	4,724,550	1,611	2.32	428,334	85%	1,369	1.97	364,084

Figure 2. LFG Recovery Projections Chart – Scenarios A and B



scfm in 2032. The models predict that the LFG recovery rate decreases to just below 1,400 scfm by 2035.

## **LANDFILL GAS FORECAST DISCLAIMER**

The LFG recovery estimates are normalized to cubic feet per minute at 50 percent methane content. The heat rate represented by the LFG fuel reserves in units of MMBtu/hr is calculated using the heat value of methane equal to 1,012 Btu/cf.

The Authority offers no guarantee of minimum gas quantities available at the LRF. The information is provided in this RFP for the purposes of providing information upon which bidders may submit proposals for the services requested.

The Authority intends to move forward with plans to utilize landfill gas to fuel infrared shop heaters at the Facility maintenance building. Historically, similar projects yield approximately 30 scfm of landfill gas diverted from the flare and/or LFGE end user. The prospective bidder shall assume a maximum of 40 scfm of landfill gas diverted to the Facility's maintenance building for purposes of their bid. Our landfill gas projection models do not take into account any diversion of landfill gas to the Facility maintenance building. The timing of the Authority's beneficial use plans for the maintenance building are at the discretion of the Authority.

The LFG recovery forecasts presented in this RFP have been prepared in accordance with the care and skill generally exercised by reputable LFG professionals, under similar circumstances, in this or similar localities. No other warranty, express or implied, is made as to the professional opinions presented herein. Changes in the landfill property use and conditions (for example, variations in rainfall, water levels, landfill operations, waste composition, final cover systems, or other factors) may affect future gas recovery at the landfill.

## SECTION 3 – SCOPE OF SERVICES

### GENERAL

For the purposes of this RFP, the scope of services requested by The Authority includes, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for facilities associated with the beneficial use of landfill gas. In addition, the scope of services includes marketing, sale and distribution of the full market value of the landfill gas, including all environmental attributes, tax credits, and tax incentives.

In exchange for granting a Company the right to develop the landfill gas at the LRF for commercial purposes, the Company will agree to make monthly payments to The Authority based on metered quantities and measured quality of gas delivered to both onsite or offsite facilities for flaring, boiler fuel, electrical power generation, and any other beneficial uses that provide a revenue source to the Company..

Term of Agreement. The initial term of the Agreement shall be for fifteen (15) years, and the Authority shall have the option to extend the Term for additional five (5) year periods through the life of commercial gas availability at the LRF.

### RIGHTS AND RESPONSIBILITIES OF REGION 2000 SERVICES AUTHORITY

The proposed rights and responsibilities of the Authority shall be as follows:

Landfill Gas Collection Facilities. The Authority shall assume responsibility to plan, permit, design, finance, construct, install, and maintain all existing and future Landfill Gas Collection Facilities over the Phase III, IV and V waste disposal units.

Licenses and Permits. The Authority will make application for, obtain, and maintain all applicable licenses and permits required for the construction and operation of the Landfill Gas Collection Facilities.

Review of Permit Applications and Construction Documents. At all times, the Authority reserves the right to review permit applications prepared by the Company prior to the permit applications being submitted to the regulatory agencies. In addition, at all times, the Authority reserves the right to review construction documents prepared by the Company prior to the Company soliciting for construction or equipment bids. The Authority will complete its review of permit applications and construction documents within 10 working days of receipt, and shall notify the Company in writing of any concerns, problems, or perceived non-compliance with applicable law, environmental compliance requirements, or landfill operations.

Access and Property Lease. The Authority hereby grants to the Company access to the Project Site on a twenty-four (24) hour per day, seven (7) days per week basis for the purposes of enabling Company to complete its responsibilities. The Authority will also lease up to [e.g. 2 acres] of property at \$1/year to the Company for their facilities, not including pipelines and/or powerlines to take energy offsite.

Landfill Gas Metering and Billing. The Authority shall install landfill gas meters at a designated delivery point to monitor the quality and quantity of gas delivered to the Company from the Authority's Landfill Gas Collection Facilities. The Authority shall assume all responsibility for installing, maintaining and calibrating the landfill gas meters. In addition, the Authority shall be

responsible for reading the landfill gas meters on at least a monthly basis and preparing invoices for submittal to the Company.

Landfill Operations. The Authority cannot guarantee the composition of the future waste to be disposed of at the active LRF. The Authority shall not operate the Landfill in such a manner that could unnecessarily or unreasonably diminish the quality and quantity of Landfill Gas generated from the LRF. In addition, the Authority shall make reasonable efforts to perform its operations at the LRF such that it will not unreasonably interfere with the operations of the Project Facility. The Authority will repair or replace any and all components of the Project Facilities that the Authority or any of its employees, contractors, agents or other persons under its control may damage.

Landfill Gas Collection Facilities Operations. The Authority will be responsible for the operations, maintenance, monitoring, and reporting associated with the Landfill Gas Collection Facilities. The Authority may contract with a third-party to perform such duties, and such third-party may be the Company. If the Authority contracted with the Company for operations of the Landfill Gas Collection Facilities, specific provisions governing the duties will be negotiated at a future date.

Landfill Gas Delivery Point. The Authority and the Company will designate a LFG Delivery Point in the landfill gas agreement. It is anticipated that the LFG Delivery Point will be a marked location within the piping downstream of the Authority-owned blower and the monitoring and measuring equipment.

Future Projects. If, in the Authority's sole and reasonable discretion, the Authority observes a significant flow of landfill gas generated from the LRF directed to the waste gas flare, the Authority shall have the right to initiate one, or more, landfill gas projects to use the excess landfill gas for a higher and better use than waste gas flaring.

Right to Terminate Agreement. At all times, the Authority retains the right to terminate the landfill gas agreement with the Company for failure to perform as required. Default of the Company can include, but not be limited to, (a) failure to operate and maintain the Project Facilities in full compliance with all applicable law and environmental compliance requirements; (b) operating the Project Facilities in a manner that creates a non-compliance event for the Authority's landfill facilities, (c) operating the Project Facilities in a manner that creates a nuisance condition, (d) failure to make timely and full payments to the Authority for the landfill gas rights, and (e) failure to operate the Project Facilities in a manner that maximizes the beneficial use of the landfill gas.

If the Company utilizes less than 50 percent of LFG made available by the Authority, as measured on a 12-month rolling average, the Authority retains the right to either sell excess landfill gas to another entity (excess to be defined as the average quantity of LFG not utilized over the 12-month period), or if revised terms cannot be negotiated with the Company, terminate the agreement.

Right of First Refusal. If, at any time, the Company receives a bona fide offer ("Offer") to sell the Project Facilities to a third party purchaser, and the Company decides to sell the Project Facilities pursuant to such Offer, the Authority shall have the first right to purchase the Project Facilities before the Company may sell the Project to a third party purchaser. The Company shall provide to the Authority a notice ("Offer Notice") of such Offer within ten (10) business days after receiving it. The Offer Notice shall include the pricing and the purchase terms included in the Offer.

Upon receiving the Offer Notice from the Company, the Authority will solicit proposals from independent appraisers to estimate the value of the assets offered for sale by the Company. The Authority shall select an independent appraiser that is mutually agreeable to the Company and the Authority. Upon completion of the appraisal, the Authority may elect to purchase the Company's Project Facilities at the value estimated by the independent appraiser.

If, within fifteen (15) business days after receiving estimated value from the independent appraiser, the Authority does not provide to the Company notice of Authority's intent to purchase the Project Facilities ("Intent to Purchase Notice") at the value estimated by the independent appraiser, then the Company may proceed with the sale of the Project Facilities to the said third party purchaser. If the Authority provides to the Company a timely Intent to Purchase Notice, The Authority shall purchase the Project Facilities at the value estimated by the independent appraiser.

## **RIGHTS AND RESPONSIBILITIES OF THE COMPANY**

The proposed rights and responsibilities of the Company shall include, but not be limited, to the following:

Landfill Gas Marketing and Sales. The Company assumes all responsibility for the marketing and sale of landfill gas, including all environmental attributes, tax credits and tax incentives. The Company shall assume all responsibility for developing, negotiating and executing agreements with other parties for landfill gas sales, electrical power sales, steam sales, and any other beneficial uses that provide a revenue source to the Company.

Customer Service. The Company shall assume all responsibility for providing customer service to landfill gas customers including, but not limited to, emergency response for equipment failures, power outages, landfill gas quantity and quality, monthly meter reading and billing, and service requests for equipment.

Monthly Payments for Gas Rights. On a monthly basis, the Authority shall submit a monthly invoice to the Company for landfill gas rights payments due to the Authority for landfill gas quality and quantities delivered to the Company during the month. The Company shall make payment to the Authority within 30 days of receipt of invoice. Payments not received within **{ tbd }** days shall be subject to **{ tbd }** % interest per month.

Financing. The Company shall be responsible for the financing of all of the planning, permitting, design, construction, operations, maintenance, repair, replacement, rehabilitation and environmental compliance monitoring and reporting associated with the Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction Project that consist of infrastructure separate from the Authority's existing blower/flare station and the Landfill Gas Collection Facilities. The Company will not be compensated by the Authority for any work related to the Project Facilities. It is understood that payments to the Authority by the Company for the landfill gas rights, shall be paid from the compensation received by the Company through a variety of sources. The compensation to be received by the Company for the Project Facilities includes, but will not be limited to, the sale of landfill gas, steam, electricity, carbon credits, tax credits and other material and marketable features of landfill gas. The Company shall not encumber or otherwise pledge or grant a security interest in the Landfill Gas to Energy Facilities.

Use of Licensed Professionals. The Company shall undertake, perform and complete all required planning, permitting, design and construction of Project Facilities using professional engineers licensed to practice in the Commonwealth of Virginia.

Staffing. The Company shall staff the Project Facilities with qualified personnel who meet the licensing and certification requirements of the State. The Company shall manage, administer, coordinate and schedule in an orderly manner all work done by Company's officers, employees, and Subcontractors. Company, Company's officers, employees, and Subcontractors shall perform every act or service required in a skillful and competent manner in accordance with the highest standards of the landfill gas utilization industry. The Company shall furnish evidence of the skill and

qualifications of its officers, employees, Subcontractors and agents on the request of the Authority. The Company shall take appropriate action with respect to any employee of the Company or any Subcontractor engaging in unlawful, unruly or objectionable conduct.

Resident Landfill Gas Superintendent. The Company shall appoint a Resident Landfill Gas Superintendent who shall be trained, experienced and proficient in the management and operation of Landfill Gas to Energy Facilities, and whose sole employment responsibility shall be managing the Company's Project Facilities at the LRF. The primary residence of the Resident Landfill Gas Superintendent shall be within a fifty (50) mile radius of the Authority's landfill facilities. The Superintendent shall be the Company's point-of-contact for the Facility responsible for coordination with the Authority.

Landfill Gas to Energy Facilities. The Company shall, at its sole expense, purchase, design, modify, install, permit, construct, expand, operate and maintain (including preventative and routine maintenance and replacement of worn equipment) the Landfill Gas to Energy Facilities, all in accordance with applicable laws and environmental compliance requirements, and as may be necessary to effectively use landfill gas onsite or offsite for steam production, electrical power production or and any other beneficial uses that provide a revenue source to the Company.

Landfill Gas to Energy Facilities Operations. The Company will be responsible for the operations, maintenance, monitoring, and reporting associated with the Landfill Gas to Energy Facilities. The Company shall not operate the Landfill Gas to Energy Facilities in a manner that interferes with the Authority's operations of the Livestock Road Facility.

Landfill Gas Pipelines. The Company shall, at its sole expense, purchase, design, install, permit, construct, operate and maintain (including preventative and routine maintenance and replacement of worn materials) landfill gas pipelines from the specified Landfill Gas Delivery Point, all in accordance with applicable laws and environmental compliance requirements, and as may be necessary to transport the landfill gas to onsite or offsite facilities for steam production, electrical power production or and any other beneficial uses that provide a revenue source to the Company. Any interconnect requirements (including LFG quality) with existing natural gas pipelines is the sole responsibility of the Company.

Steam Production Facilities. If, in the Company's sole and reasonable discretion, the Company determines that there is sufficient landfill gas to warrant it, the Company shall, at its sole expense, purchase, design, modify, install, permit, construct, expand, operate and maintain (including preventative and routine maintenance and replacement of worn equipment) steam production facilities onsite or offsite, all in accordance with applicable law and environmental compliance requirements.

Power Production Facilities. If, in the Company's sole and reasonable discretion, the Company determines that there is sufficient landfill gas to warrant it, the Company may, at its sole expense, purchase, design, modify, install, permit, construct, expand, operate and maintain (including preventative and routine maintenance and replacement of worn equipment) power production facilities onsite or offsite, all in accordance with applicable law and environmental compliance requirements. Any interconnect requirements with the existing electrical power distribution grid is the sole responsibility of the Company. Any upgrades, expansions, or alterations to the existing grid required by the electrical utility are the responsibility of the Company.

Environmental Compliance Requirements. The Company shall be responsible for operating all Project Facilities in a manner to at all times maintain compliance with all applicable law and environmental compliance requirements. In addition, the Company shall assume all responsibilities

for environmental compliance monitoring and reporting to appropriate federal, state and local agencies. Environmental compliance requirements shall include, but shall not be limited to, the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state or local statutes and regulations.

Fines, Penalties and Remediation. If at any time the Company fails to comply with all applicable law or environmental compliance requirements, the Company shall, without limiting any other remedy available to the Authority upon such an occurrence: (1) immediately correct such failure and resume compliance with applicable law or environmental compliance requirements (2) bear all loss-and-expense of the Company and the Authority resulting there from; (3) pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all capital modifications and changes in operating and management practices which are necessary to assure that the failure of compliance with applicable law or environmental compliance requirements will not recur; and (5) comply with any corrective action plan filed with or mandated by any federal, state or local agency in order to remedy a failure of the Company to comply with applicable law or environmental compliance requirements.

No Nuisance. The Company shall at all times operate and maintain the Project Facilities in a good, environmentally sound, reliable, safe, neat, clean and substantially litter-free manner so as to not create any odor, litter, noise, or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition under applicable law or environmental compliance requirement. Should any such nuisance condition occur, the Company shall expeditiously remedy the condition, make all changes in operating and management practices necessary to prevent a recurrence of the nuisance condition, and indemnify and hold harmless the Authority from any loss-and-expense relating thereto.

Documents Storage at Site. At all times, the Company shall maintain at the Authority's Landfill Office, clean reproducible record copies of all construction drawings, specifications, operations and maintenance manuals, manufacturer maintenance and inspection recommendations for equipment, logic diagrams for instrumentation and control systems, graphic or written instructions, interpretations and clarifications, and all other documents related to the planning, permitting, design and construction of the Project Facilities. These documents shall be provided to the Authority for reference, copying and use, and a complete set thereof shall be delivered to the Authority upon completion of the Project Facilities projects.

Design Reviews. All construction drawings, plans, construction specifications, equipment specifications, site plans, construction schedules, startup and operational procedures, and permit applications must be reviewed by and approved by the Authority prior to implementation or application. Such approval by the Authority will not be unduly withheld without cause and justification.

Other Clarifications, Agreements and Statements. Developer acknowledges that additional certifications, agreements, and statements may be required under any contract that may be awarded based on their proposal. Developer execution of Affirmative Action, Non-Discrimination Agreements and Drug-Free Workplace Certifications; and other Federal, State, and local governmental requirements may be required inclusions in such contract.



## SECTION 4 – SUBMITTAL REQUIREMENTS

### ORGANIZATION OF PROPOSAL

All Prospective Bidders shall submit 10 copies of their Proposal along with a CD with the Proposal in the form of a PDF file. All Proposals shall be submitted on 8½" x 11" paper, double-sided print, with dividers for each Proposal section. The Proposal shall be segregated into the sections listed below using labeled dividers.

Letter of Interest – Should identify all firms proposed for the team, including the organizational and contractual relationship between the firms. Briefly describe the scope of work to be assigned to each firm or group, including staff to be assigned.

Proposal Sections. The Proposal shall contain the following sections listed below and described further in this section:

#### Table of Contents

1. Parent Company Confirmation
2. Qualifications and Experience
3. Notice of Violations and Actions
4. Non-Collusion Affidavit
5. Proposal Security
6. Scope of Services Assumptions
7. Capital Improvement Plan
8. Landfill Gas Rights Payments Form
9. Environmental Permits and Documentation Requirements
10. Other Innovative Proposals

Addenda. The Proposal shall contain an acknowledgement of receipt of Addenda, if any are posted by the Authority.

### 1. PARENT COMPANY CONFIRMATION

The Authority is seeking guaranteed long term landfill gas beneficial use options. As such, Prospective Bidders that are wholly or partially owned by another corporation or other entity shall complete the "Parent Company Confirmation" form contained in Exhibit 2 of this RFP to certify that any potential contract with the Prospective Bidder resulting from this RFP process will be co-signed by the Prospective Bidder's parent company. Prospective Bidders that do not fall into this category shall note that in their proposal.

### 2. QUALIFICATIONS AND EXPERIENCE

Each Prospective Bidder shall provide contact information for at least three (3) currently operating Landfill Gas to Energy Facilities, where the Prospective Bidder serves as either the owner or operator of the Landfill Gas to Energy Facilities. To demonstrate qualifications, Prospective Bidders shall provide sufficient information for the three (3) facilities to make evident that they have been in operation at least five (5) years and are of similar size and scale (500 scfm or greater) as the LRF.

For each reference provided Prospective Bidders are required to provide the owner's name, project location and contact information (name, title, address, telephone number).

Where possible, experience with Virginia landfills should be presented. In preparing information for this section, the text shall clearly distinguish and state which entity actually performed the work for which they are claiming experience. Where it is the experience of a parent, affiliate, subsidiary or subcontractor that is listed as a relevant qualification, this fact shall be explicitly noted and the relationship linking the experience to this project shall be described.

Resumes shall also be provided for the personnel needed to design, build, operate and maintain the facilities.

### **3. NOTICE OF VIOLATIONS AND COMPLIANCE ACTIONS**

Prospective Bidders must include a list of all Notice of Violations (NOVs) and Compliance Actions received at any Facilities owned and/or operated by the Prospective Bidder or its' affiliated companies in Virginia, North Carolina, South Carolina, Pennsylvania or Georgia from January 1, 2015 to October 1, 2019. The list shall include a description of the NOVs or Compliance Actions, the date received, the name of regulatory agency, the facility name and location, and the resolution. In addition, NOV and Compliance Action information shall be provided for parent companies with which the Prospective Bidder is associated in the event the Prospective Bidder is a wholly or partially owned by another corporation or other entity.

### **4. PROPOSAL CERTIFICATION AND NON-COLLUSION AFFIDAVIT**

All Prospective Bidders shall be required to include an appropriately completed and signed Proposal Certification and non-collusion affidavit (**Exhibit 2**).

### **5. PROPOSAL SECURITY**

A proposal bond or certified check in the amount of **{e.g. \$30,000}** shall accompany each proposal. Bonds or checks shall be made payable, without condition, to the Authority. The Authority reserves the right to retain proposal security of all reasonable proposals until 120 days after proposals are due. Proposal security for proposals deemed unreasonable shall be returned immediately. If a Prospective Bidder withdraws his proposal, fails to negotiate in good faith with the Authority, or if after the Authority and the Prospective Bidder agree on terms of a contract, the Prospective Bidder fails to sign a contract and provide the necessary bonds within 14 days after a copy of the contract has been presented to him, the entire amount of proposal security shall be forfeited to the Authority.

### **6. PROJECT APPROACH AND SCOPE OF SERVICES ASSUMPTIONS**

Proposals must provide a Project Approach that describes the intended process(es) for developing a Landfill Gas to Energy and/or Greenhouse Gas Emission Reduction Project at the LRF. The Proposal shall describe the approach to the design, construction and operation to assure the Authority's functional, aesthetic and quality requirements will be satisfactorily addressed by the Company.

The intent of this RFP is to receive and evaluate revenue potential for alternative long-term landfill gas beneficial use options at the LRF. It is important for Prospective Bidders to note that Section 3 (Scope of Services), in many instances, provides general information regarding the expectation and requirements of The Authority with regard to Landfill Gas to Energy Facilities, rather than specific

contract terms and specifications. In instances where the Prospective Bidder finds the Scope of Services insufficient to reasonably estimate the Landfill Gas Rights Payments to be made to the Authority, each Prospective Bidder should list their major assumptions.

By submitting a Proposal, Prospective Bidders warrant that they have read and fully understood and comprehended all of the terms and conditions specified in Section 3 – Scope of Services. Prospective Bidders further warrant that the unit price quotes offered to The Authority in the Landfill Gas Rights Payment Forms of this RFP are based on a full and clear understanding of the Scope of Services and the work required to plan, permit, design, build, finance, operate, maintain, and conduct environmental compliance monitoring and reporting for the Project Facilities.

Where a Prospective Bidder takes exception to a specific term or condition of the Scope of Services, the Prospective Bidder must clearly identify and describe the proposed modification to the Scope of Services, and define the revenue impact, if any, to the Authority. If a proposed modification to the Scope of Services increase the revenue potential for the Authority, then the Prospective Bidder shall clearly describe and quantify the nature and scope of the revenue increase for the Authority.

## **7. CAPITAL IMPROVEMENT PLAN**

Each Prospective Bidder shall provide a proposed 15-year Capital Improvement Plan for constructing landfill gas use facilities based on the landfill gas production estimates presented in Table 2 and Table 3 for the LRF with 2 five year extensions (total of 25 year CIP). The Capital Improvement Plan shall be developed in a manner that illustrates the Prospective Bidders plan for constructing or expanding Project Facilities over time as landfill gas production increases. The Capital Improvement Plan should be developed to clearly demonstrate the Prospective Bidders approach to maximize the utilization of the landfill gas for the financial benefit of the Authority and minimize use of the landfill gas flare. Proposers must include a Project Schedule with specific information of expansion plans as part of this section.

By submitting a Proposal, Prospective Bidders warrant that Landfill Gas Rights Payment Forms, and the payments to be made to the Authority, accurately reflect all capital, operations, maintenance, administration and financing costs associated with Prospective Bidder's Capital Improvement Plan.

## **8. LANDFILL GAS RIGHTS PAYMENTS FORM**

The Scope of Services associated with this RFP (Section 3) includes, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for facilities associated with the beneficial use of landfill gas. In addition, the scope of services includes marketing, sale and distribution of the full market value of the landfill gas, including all environmental attributes, tax credits, and tax incentives.

In exchange for granting a Prospective Bidder the right to develop the landfill gas project at the LRF for commercial purposes, the Company will agree to make monthly payments to The Authority based on metered quantities and measured quality of gas delivered to both onsite or offsite facilities for flaring, boiler fuel, electrical power generation, and any other beneficial uses that provide a revenue source to the Prospective Bidder.

Each Prospective Bidder's proposed schedule of payments to be paid to The Authority shall be submitted using the Landfill Gas Rights Payment Form as **Exhibit 3**.

Each Prospective Bidder shall provide unit price rates and total annual payments to The Authority for each year listed in the Landfill Gas Rights Payments Form based on the landfill gas production

estimates stated for each year. For the purposes of this RFP, Prospective Bidders should provide unit price rates with the understanding that any eventual contract will include payment terms based on landfill gas quality and quantity as measured at metering stations installed, maintained and calibrated by the Authority. Based on the three LFG System expansions by the Authority since 2016, the Authority assumed the frequent LFG System expansion projected LFG recovery model scenario on the Landfill Gas Rights Proposal Form on **Exhibit 3**.

## **9. ENVIRONMENTAL PERMITS AND DOCUMENTATION REQUIREMENTS**

Corresponding to the proposed Capital Improvement Plan, each Prospective Bidder shall provide a listing of all the environmental permits and environmental documentation requirements associated with each project identified in the Prospective Bidder's Capital Improvement Plan. In addition, each Prospective Bidder shall provide information regarding the review and approval requirements of the Public Utilities Commission for the specific landfill gas use projects within its jurisdiction.

## **10. OTHER INNOVATIVE AND ALTERNATIVE RECOMMENDATIONS**

As presented above, the Prospective Bidder may present technically and financially feasible projects for Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction such as electrical power generation, direct-use by industrial users as boiler fuel, and voluntary combustion for greenhouse gas credits. This section of the Proposal is available to Prospective Bidders to present recommendations for modifying the scope of services, using innovative technologies, or implementing creative analytical tools and approaches to maximize the use of the landfill gas and the revenue potential for both the Prospective Bidder and the Authority.

## SECTION 5 - SELECTION PROCESS

The Authority will establish a Selection Committee comprised of **{e.g. Board members, Employees}** representing a variety of disciplines along with some representatives of other municipalities within the Authority. The process for the Project will involve three stages:

### Stage I: Qualifications Proposal

The initial phase has commenced with the establishment of a Selection Committee with its members having been appointed by the Region 2000 Director. A Request for Proposals will be placed on the Authority's Bids and Proposals website and an advertisement will also be placed in the local newspaper. Upon receipt of the packages from respondents, Selection Committee members will review and select ("short-list") for further consideration those bidders which appear to be most favorable to provide services for the Project(s).

### Stage II: Interviews (if necessary)

Separate interview sessions may be scheduled with the "short-listed" bidders to permit Selection Committee members to further evaluate each bidder's qualifications and proposal. Promptly after the interviews the Selection Committee will make their selection and forward written recommendations to the Director and Board of Directors for approval. If sufficient information is provided with the proposals, the Authority retains the right to make a selection without interviews.

### Stage III: Contract Negotiations

Following the approval by the Director and Board of Directors with a specific bidder, the Facilities Design & Construction office will be directed to begin contract negotiations with the Company. In the event negotiations of specific contract terms, conditions and fees prove unsuccessful with this bidder, the Director will collaborate with the Selection Committee on selection of another bidder with which to begin negotiations.

### Evaluation Criteria

The following criteria will be the basis on which a developer will be selected for further consideration:

1. Qualifications, Expertise and past performance of the bidder on similar projects related to Landfill Gas to Energy and/or Greenhouse Gas Emissions Reduction
2. Project methodology including technical approach and understanding of the scope of work
3. Capital Improvement Plan and Financial Package
4. Project Schedule
5. References
6. Other factors that may be appropriate for the Project

## GENERAL CONDITIONS OF CONTRACT

1. **OBSERVANCE OF LAWS:** The Contractor shall at all times observe and comply with all Federal, State and Local laws, ordinances, regulations, and all such decrees as exist at present or may be enacted during period of construction, by bodies or tribunals having any jurisdiction or authority over the work, in any manner affecting the conduct of the work. No plea of misunderstanding will be considered on account of his ignorance thereof.
2. **PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, for the due and lawful prosecution of the work unless otherwise noted in the specification or plans herein.
3. **NOTICE AND SERVICE THEREOF:** All notices to the Contractor shall be in writing and shall be signed by an authorized representative of the Authority. Such notices can be delivered in person to the official representative of the Contractor or mailed to the Contractor's official address. Such delivery in person or by mail shall constitute service of the notice.
4. **ASSIGNMENTS:** The Contractor shall not assign or sub-contract the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Authority. Any instrument of assignment shall contain a clause substantially to the effect of the following; it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of work under this contract.
5. **MUTUAL RESPONSIBILITY OF CONTRACTORS:** If, through acts of negligence on the part of the General Contractor any other contractor or sub-contractor shall suffer loss or damage on the work being performed, the General Contractor agrees to settle with such other contractor or sub-contractor by agreement of arbitration, if such other contractor or sub-contractor will so settle.
6. **PUBLIC CONVENIENCE AND SAFETY:** The Contractor at all times shall conduct the work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of the residents along and adjacent to the work shall be satisfactorily provided for, including provisions and maintenance of access to passageways and entrances into public and private property.

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights and danger signals, provide watchmen, and take all precautions necessary of the protection of the work and safety of the public. Any necessary signs shall be mounted according to appropriate legal ordinances. The Contractor shall provide and maintain in a neat and sanitary condition, toilet facilities for use by his employees.

The Contractor shall, at his own risk and expense, shore up and otherwise protect buildings, bridges, fences, walls, property monuments, pipes and other structures and objects legally existing along the line, or adjacent to the work; and in the event of any injury to such public or private property by reason of, or consequent upon any act, omission, neglect or misconduct in the execution of the work provided for herein, the Contractor shall, at his own cost and expense make all such repairs as may be necessary to restore such property to its former condition. Failure on the part of the Contractor to make all necessary repairs, or to satisfy any legal demand or liability, shall confer upon the Authority the right to make, or have made such repairs and discharge any such liability and demand, and cost and expense thereof shall be deducted from any monies due the Contractor under this Contract.

The Contractor shall not, without proper consent, enter upon or occupy any property or land except public street roadways. He shall not cause any hindrance to or interfere with any individual firm, corporation, highway organization or public utility, in the pursuance of their usual work and shall commit no public nuisance. The Contractor's attention is called to the fact

that there may possibly be delays because of work to be done by the aforementioned organizations in repairing or relocating poles, conduits or other facilities, and he is requested to cooperate in any way possible to assure completion of the project as quickly as possible. It is distinctly understood that the Contractor will have no claims whatsoever against Region 2000 Services Authority for any delay resulting from work performed by these organizations.

It is clearly understood that it is the responsibility of the Contractor to maintain reasonable cleanliness of all streets which are used in the construction of the project. When in the opinion of the Owner's Representative, any street inside or outside of the project becomes excessively dusty or unclean due to its use by the Contractor's equipment, the Contractor shall thoroughly clean the above mentioned streets to a degree acceptable to the Owner's Representative. At the completion of the project the Contractor shall thoroughly clean the above mentioned streets to degree acceptable to the Owner's Representative. The inspection of these streets will be a part of the final inspection.

7. **INDEMNIFICATION OF THE AUTHORITY:** The Contractor shall indemnify and hold harmless and keep harmless the Authority from and against any and all liabilities, claims, demands and judgments for damages arising out of or from injury to or death of persons or damage to property arising out of or as a result of any negligent act or omission in connection with the performance of the work.
8. **CONTRACTOR'S INSURANCE:** The Contractor shall be required to procure and maintain, at its sole cost and expense, insurance as follows:
  - a. Workers compensation at the statutory amount. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits. Employer's liability with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit.
  - b. Comprehensive general liability covering all operations performed by the Contractor or by any subcontractor with minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate or at amounts to be determined by the Authority.
  - c. Builder's Risk "All Risk" Insurance in the amount of 100% of the contract.
  - d. Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, with the same limits as in item 8.b above.
  - e. Contractual Liability Insurance covering the Contractor's assumption of liability under indemnification of the Authority, with the same limits as in item 8.b above.
  - f. The Contractor shall provide the Authority with certificates of insurance evidencing the above amounts. The builders risk and liability certificates shall name Region 2000 Services Authority as an additional insured.

Before commencing work, the Contractor shall furnish the Owner's Representative with certificates of insurance on an approved form. The certificates shall provide that policies shall not be canceled or changed until **thirty (30)** days written notice has been given to the Owner's Representative. All insurance shall be procured from reputable insurers authorized to do business in Virginia. Before approving any agreement between the Contractor and the subcontractor, the Owner's Representative shall require certificates of insurance from the subcontractor certifying that provisions itemized in item 8 above are in full force and effect.

## EXHIBIT 2

### Proposal Certification and Non-Collusion Signature Sheet

To Region 2000 Regional Services Authority, herein called the Authority, for the Proposals for beneficial use of landfill gas at the Livestock Road Facility.

The Undersigned, as Company, herein referred to as singular and masculine, declares as follows:

- a. The only parties interested in the PROPOSAL as Principals are named herein;
- b. This PROPOSAL is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used herein, the word "person" shall mean any natural person, joint venture, partnership, corporation, organization, group of individuals, or other business or legal entity;
- c. He has carefully read and examined the Request for Proposals dated {DATE} as prepared by the Authority and understands the terms and provisions thereof;
- d. He has carefully examined the site of the Livestock Road Facility and has informed and satisfied himself as to the conditions there existing, the character of any necessary work to be carried out in successful execution of the PROPOSAL, the difficulties attendant upon its execution, and the accuracy of all technical information contained in the Request for Proposal.
- e. He understands that all proposals shall remain open for {ninety} calendar days after the actual date of the Proposal opening;
- f. He understands and agrees that any project arising out of a successful Proposal will be subject to the Authority's Equal Employment Opportunity, Anti-Discrimination, and Affirmative Action Programs.

My below signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the Request for Proposal for Beneficial Use of Landfill Gas generated at the Livestock Road Facility, Rustburg, Virginia. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Company represents that in the preparation and submission of this proposal, said Company did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. section 1) and/or County, State and Federal laws, codes, rules and regulations.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_





### EXHIBIT 3

#### Region 2000 Regional Landfill - Livestock Road Facility Landfill Gas Rights Proposal Form

Assumes Landfill Gas Available Starting July 2020 (Authority fiscal years run from July 1 to June 30)

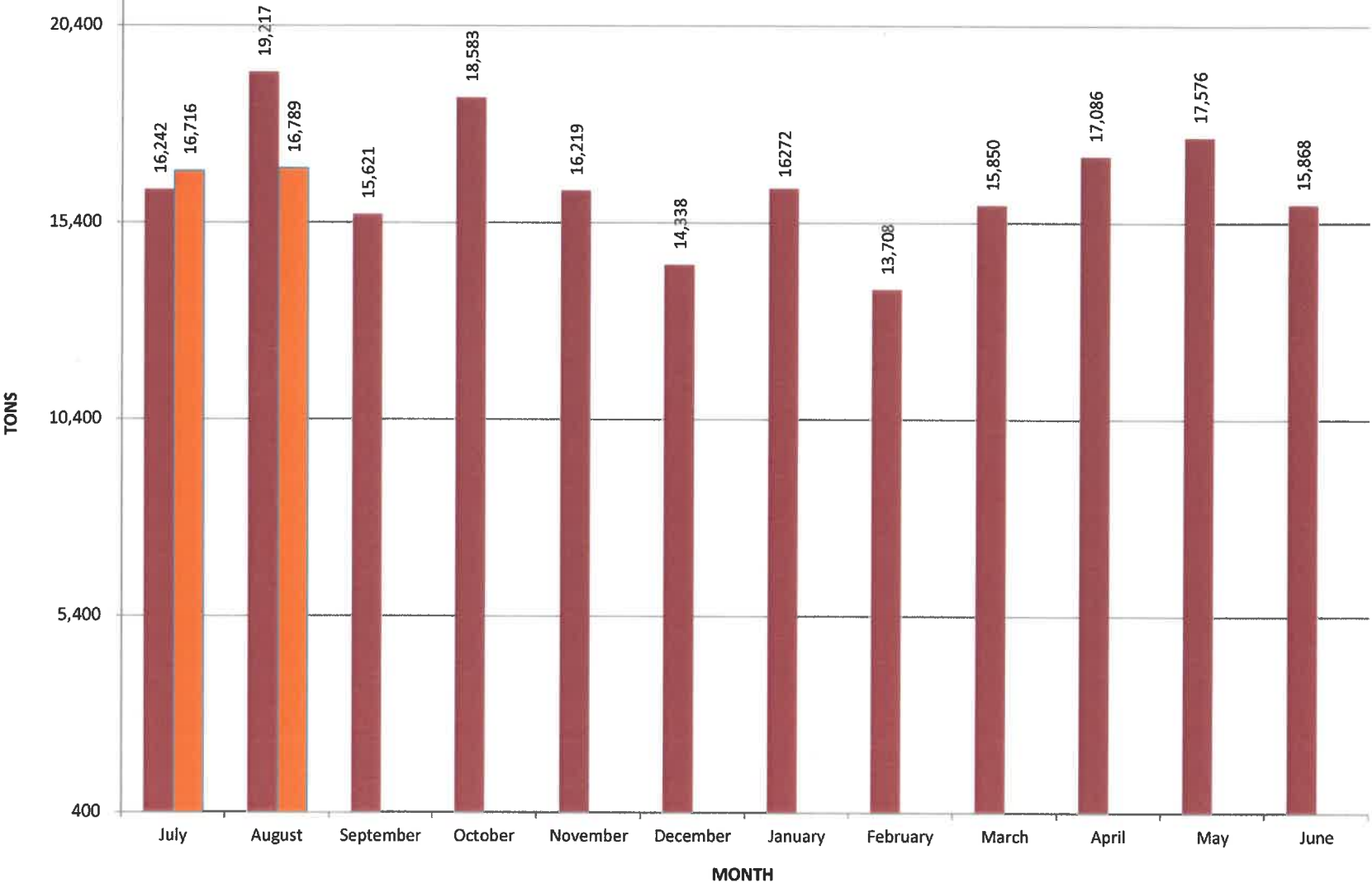
Year	Projected LFG Recovery Potential (scfm)	Anticipated SCFM to be USED by Project	Proposed Payment (\$/MMBTU)	Proposed Payment (\$/kWhr)	Projected Annual Total (\$)	Annual Amount from Gas sales (\$)	Amount from Power Sales (\$)	Annual REC's (\$)	Annual Carbon Credits (\$)	Other (Provide Description)
2020	883				\$ -					
2021	948				\$ -					
2022	1,010				\$ -					
2023	1,129				\$ -					
2024	1,187				\$ -					
2025	1,243				\$ -					
2026	1,296				\$ -					
2027	1,347				\$ -					
2028	1,395				\$ -					
2029	1,441				\$ -					
2030	1,486				\$ -					
2031	1,528				\$ -					
2032	1,755				\$ -					
2033	1,615				\$ -					
2034	1,487				\$ -					
2035	1,369				\$ -					
Subtotal					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals										

Description of Other from above	
---------------------------------	--

At no cost to the Authority, Developer will supply the power for the existing and any future collection system and flare blowers - Circle YES or NO

**REGION 2000 REGIONAL LANDFILL  
AVERAGE TONS PER MONTH GENERATING REVENUE**

FY 2019  
FY 2020





# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

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Matthew J. Strickler  
Secretary of Natural Resources

David K. Paylor  
Director

(804) 698-4000  
1-800-592-5482

September 13, 2019

Mr. Clarke Gibson  
Director  
Region 2000 Services Authority  
361 Livestock Road  
Rustburg, VA 24588

**RE: CY2018 Recycling Rate Report for Region 2000 Services Authority**

Dear Mr. Gibson:

The Department of Environmental Quality (DEQ) has completed its review of Region 2000 Services Authority's 2018 Recycling Rate Report submitted pursuant to 9VAC20-130-165 of the Solid Waste Planning and Recycling Regulations.

The above Solid Waste Planning Unit was required to meet or exceed a 25% mandated recycling rate based upon the requirements established in 9VAC20-130-125.A of the planning regulations. DEQ accepts your data as submitted, and your regional calculated recycling rate for CY2018 will be reported as 38%.

If you have any questions, please contact me at [prina.chudasama@deq.virginia.gov](mailto:prina.chudasama@deq.virginia.gov) or (804) 698-4159.

Sincerely,

*Prina Chudasama*

Prina Chudasama  
Litter & Recycling Program Coordinator  
Office of Financial Responsibility & Waste Programs

Cc: RRR file