

Board Meeting
Virginia Peninsulas Public Service Authority
Williamsburg Municipal Building
2nd Floor Conference Room
401 Lafayette Street
Williamsburg, Virginia
10:00 a.m.
February 2, 2018

- 1. Public Comment**
 - 2. Minutes: December 1, 2017**
 - 3. Project Reports**
 - 4. Agreements for Solid Waste Disposal Services and Recycling Services**
 - 5. Agreements for Debris Clearance, Removal, Reduction and Disposal**
 - 6. Permitting and Construction and Bid Documents for Middle Peninsula Maintenance Building and Field Office**
 - 7. General Assembly- Legislative Update**
 - 8. Executive Director's Report**
 - 9. Old Business**
 - 10. New Business**
 - 11. Next Meeting:** **April 6, 2018 at 10AM**
Williamsburg Municipal Building
2nd Floor Conference Room
401 Lafayette Street,
Williamsburg, Virginia

MINUTES
VIRGINIA PENINSULAS PUBLIC SERVICE AUTHORITY

Cooks Corner County Complex
2911 General Puller Highway
Saluda, Virginia
December 1, 2017
10:00 a.m.

IN ATTENDANCE:

Brian Woodward	York County
Tom Jones	City of Poquoson
Matthew L. Walker	Middlesex County
Jason Mitchell	City of Hampton
Dan Clayton	City of Williamsburg
Tom Swartzwelder	King & Queen County
Mark K. Reeter	King William County

ABSENT:

Mindy Conner	Mathews County
Grace Boone	James City County
Timothy L. Wilson	Essex County

OTHERS IN ATTENDANCE:

Vernon Geddy III	Geddy, Harris, Franck & Hickman
Stephen Geissler	VPPSA
David Magnant	VPPSA
Lisa Polidori	VPPSA
John Newby	Commercial Risk Consultants, Inc

1. PUBLIC COMMENT

No public comment was made.

2. ELECTION OF CHAIR

Steve Geissler informed the Board that Marcia Jones had officially retired from her employment with Middlesex County and had offered her resignation from the position as Chair of the VPPSA Board of Directors. Matthew L. Walker, the Middlesex County Administrator, and alternate Board member for Middlesex County has agreed to serve as Board Chair and complete the vacated term of Marcia Jones.

Tom Swartzwelder moved that the election of Matthew L. Walker as Chair of the VPPSA Board of Directors for the remainder of FY18 be approved. Jason Mitchell seconded and the motion was passed unanimously.

3. EMPLOYEE SERVICE RECOGNITION

Matthew L. Walker and Steve Geissler congratulated the following employees who reached a service anniversary:

Pamela Braxton Attendant	10 Years Convenience Center
Brenda Fletcher Attendant	10 Years Convenience Center
Jimmy Hence Driver	10 Years Transfer System
Homer Scott Driver	10 Years Transfer System
Theresa Mullins Attendant	15 Years Transfer System
David Magnant Director of Operations	20 Years Administration

4. MINUTES

Dan Clayton moved that the minutes of the October 6, 2017 meeting be approved. Jason Mitchell seconded and the motion passed unanimously.

5. FY18 PROPERTY AND CASUALTY INSURANCE

John Newby of Commercial Risk Consultants presented the property and casualty insurance coverage summary for FY18. Mr. Newby stated that all coverage was provided by VACORP, and reminded Members and Staff that General Liability and Public Officials Liability were increased in 2017 from \$5,000,000 to \$10,000,000. Mr. Newby feels that this is reasonable given the size of the organization, and the cost to make the changes was minimal.

Mr. Newby reviewed VPPSA's coverage and noted the following:

- General Liability includes Limited Pollution Liability per event of \$1,000,000,
- Cyber Liability coverage in the amount of \$500,000 is also included. VPPSA's main exposure would be if there was some type of release of private information, and these funds would cover the legally required notification for those potentially affected.
- Employee crime coverage is \$1,000,000 per event.
- Money and Securities covers loss of money and securities both on and off premises
- Counterfeit Paper pays for loss due to acceptance of counterfeit money or checks
- Depositor's forgery pays for any loss of money caused by forgery or alteration including payroll checks endorsed by an improper party.
- Computer fraud covers fraudulent use of a computer, but does not cover "social engineering". "Social Engineering" is when an employee responds to a seemingly legitimate email by sending money or information which then causes a loss.
- Auto liability is \$10,000,000, but this is reasonable since VPPSA has so much over the road exposure.
- Workers compensation costs remain steady at about \$60,000 per year.

Steve Geissler noted that the deductibles are very low and asked if they should be increased in order to lower premiums. John Newby said he would recommend leaving them alone, as the rates are already low and such a change would not likely reduce the premiums much, if at all.

Steve Geissler took the opportunity to explain to new Board Members that Mr. Newby is a Risk Management Consultant and as such doesn't sell insurance or receive any benefit based on the insurance company VPPSA chooses. Instead, VPPSA pays Mr. Newby a flat fee annually for his services. Mr. Newby reviews all insurance issues or questions, and provides an update for the Board each year in December.

Matthew Walker asked if VACORP provided any type of training. John Newby said that they did, but said people often don't take advantage of it. VPPSA has used their services for safety site surveys, and at one time staff used their safety training videos on a fairly regular basis; it was suggested that this be done again.

6. PROJECT REPORTS

Compost Facility

Attention was called to the minutes of the November 15, 2017 meeting of the Compost Facility Oversight Committee. David Magnant reported that:

- The new supervisor, Kim Beachum, is acclimating very well; a new Equipment Operator II has been hired and will start next week.
- Staff is planning a tour of the facility for some of the larger area landscapers and is optimistic that some good product sales will result from this effort.
- Staff would like to sell a large amount of material prior to starting the paving and site work, rather than just moving material around to accommodate the work. Staff has been looking at what it costs to produce colored mulch, and plans on reducing prices based on that number, or offering bulk discounts. York County recently purchased colored mulch at a reduced price of \$20 per yard. James River Grounds Management has said they would purchase 15,000 cubic yards, and another large landscaper said they would purchase 5,000 cubic yards, so there are a lot of possibilities.

Attention was called to the minutes of the November 9, 2017 meeting of the Middle Peninsula Transfer System Oversight Committee. David Magnant reported that:

- Steve Geissler and David Magnant recently conducted site visits and were pleased to see that the employees are doing a great job at maintaining the sites and keeping them in good order. Attendants continue to educate their customers on what is and isn't recyclable, and work to keep materials properly sorted. Material is clean and helps to ensure that we are able to get top price for each load.
- Some sites are in need of power washing, cleaning, or other maintenance. New signs are needed in some places as well. Signs at the four transfer stations were repaired and repainted and made a big improvement at the site.
- Steve Geissler and David Magnant have a meeting after the Board Meeting with Draper Aden and the architects for the Vehicle Maintenance Building.

Curbside Recycling

Volumes remain about the same. Lately there have been more misses than are allowed, and while staff has to act based on what the resident says, a problem with late put outs seems likely. In some cases, County Waste is taking time stamped photos to document what the driver sees on arrival.

Household Chemical Collection and Computer Recycling

The last event in Hampton went well, despite the move to a different location. There were a total of 4,800 vehicles at FY 17 events, which is about the same as the prior year. Weights were about 60,000 pounds, which is down a bit, because many electronics- plus other items such as vacuum cleaners and other appliances- are no longer acceptable.

Drop Off Recycling

Prices are down per ton due to policy changes in China, the National Sword, but volumes remain about the same.

7. EXTENSION OF AGREEMENT FOR HOUSEHOLD CHEMICAL COLLECTION SERVICES

Steve Geissler noted that an agreement with Clean Harbors was executed in December 2014 for a term of two years, with provision for three one year renewals. A letter has been received from Clean Harbors proposing to extend the term of the agreement to February 13, 2019, and includes a price increase of 3.0%.

The first proposal from Clean Harbors included a 5% increase in the fee schedule. After some discussion, Clean Harbors agreed to reduce the increase to 3%, which is the same amount as the previous increases.

In addition, Clean Harbors asked for a significant increase in the cost to collect and dispose of mercury. Until now, a five gallon pail was the minimum amount and the charge was \$57.00. The initial proposal was to increase the minimum amount to \$450, but after discussion Clean Harbors agreed to a minimum charge of \$350. There is some mercury dropped off at most collections in the form of thermometers and thermostats, so there is minimum charge for mercury at nearly all events. Mr. Geissler said that we can accommodate the increases with the FY 18 budget as proposed. Staff is very pleased with the service provided by Clean

Harbors, and their prices are reasonable based on prior RFPs. Mr. Geissler recommended that that the Board accept the proposed renewal for next year.

David Magnant said that he would check with Clean Harbors to see if there was a way to keep a five gallon bucket for mercury but only turn it in when it became full.

Tom Swartzwelder moved that the proposed extension of the Agreement for Household Chemical Collections Services with Clean Harbors for an additional year be approved. Mark Reeter seconded, and the motion was approved unanimously.

8. FY 19 BUDGET

Steve Geissler distributed draft budgets to Board members for review during the first week of November. Both Transfer and Compost Facility Oversight Committees met and reviewed the appropriate portions of the budget, and both committees approved all budget proposals. All comments received during the meetings and communications with Williamsburg and James City County have been incorporated into the budget proposal.

Steve Geissler reviewed the budget proposal, and noted the following:

- There are no staffing changes, nor changes to services.
- With the exception of York County, Peninsula communities have a significant project fund balance for Household Chemical Disposal.
- The Computer Recycling budget is based on VPPSA receiving and sorting materials at the events and deliver to Computer Recycling of Virginia, but this is a stressor to the collection program because it requires extra staff. Efforts will be made to secure a contractor to provide collection at the event.
- The Compost Facility will have an increase due to a reduced revenue budget for user fees. Previously the user fees budget has been consistent at about \$100,000, but for FY 19 it has been reduced to \$85,000.
- On the Middle Peninsula, the big issue is the effect of the National Sword in China, as discussed at previous meetings. In FY 17, \$173,000 was received in revenue for mixed paper and cardboard, but the budget for FY 19 is only \$74,000 which is a reduction in revenue of \$99,000.
- There are no significant changes in the Administrative budget, however community fees will increase from \$10,500 to \$10,750.

Mr. Geissler called attention to the following summary which was included with the budget presentation:

General

All salary line items include an allowance for a salary adjustment for FY 19 of up to 2.75%. The actual salary adjustment will be set by the VPPSA Board at the June 2018 meeting.

An increase of 8% has been assumed for health insurance premiums. It is expected the Key Advantage and Key Advantage 500 programs will continue to be offered to all eligible employees.

Projects administered using contractors include an administrative fee of 6%. Projects administered using VPPSA personnel include an administrative fee of 12%. A flat fee of \$400 per county will be used for the Middle Peninsula Household Chemical Collection Project.

Curbside Recycling

The proposed budget for Curbside Recycling for FY 19 is based on the following:

- Estimated house counts for James City County, Poquoson, Williamsburg and York County based on actual house counts for FY 17 and 18 and anticipated growth.
- The Agreement between VPPSA and County Waste states that County Waste may petition for an annual adjustment to the unit price for curbside collection services, effective July 1, to reflect the general increase in the cost of operations, that shall not exceed 3%, based on the percentage increase of the “Garbage and Trash Collection” category, series CUUR0000SEHG02, of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. An increase of 2.16% was applied as of July 1, 2017. An increase of 2.5% has been assumed for FY 19.
- The budget includes an amount for additional services – which includes fees for requested services such as extra cart fees, multiple carts at townhomes, front load container services and long lane fees. This is a new line item for the Curbside Recycling Project
- An additional administrative fee of \$14,000 for James City County to compensate VPPSA for handling inquiries from James City County residents.

Household Chemical Collection

The total project budget for FY 19 represents a decrease of \$3,452 or 1% compared to the total project budget for FY 18.

The schedule of collection events is unchanged for FY 19. Collection events will be held in James City every other month from February to October. Collection events will be held in Hampton and York every other month from March to November. One collection event will be held in Poquoson in October for FY 19.

Operations Budget

The proposed operations budget for FY 19 represents an increase of \$1,648 or 2% compared to the operations budget for FY 18.

The Transportation Fee in the amount of \$9,000 will be paid by Household Chemical Collection project to the Transfer System project to cover the cost of vehicle operation including fuel, vehicle maintenance and purchase and repair of tires.

Disposal Budget

The proposed disposal budget for FY 19 - which are best estimates based on recent history - represents a decrease of \$5,100 or 2% over the disposal budget for FY 18.

Landfill Monitoring

The budget figures for landfill monitoring have been compiled by Joyce Engineering based on their understanding of the work that will be required to be completed in FY 19.

Computer Recycling

For FY 18, Computer Recycling events have been held in conjunction with the Household Chemical Collection events.

The computers and peripherals have been collected and transported to Computer Recycling of Virginia (CRVA) for recycling. CRVA has accepted the material

The budget for FY 19 includes continued collection and transport by VPPSA with an increase in the line item for transportation fees. A small allowance for processing is included.

VPPSA staff has identified a vendor who may be willing to collect, transport and process the recyclables. It is expected that a Request for Proposals will be issued for the service. Collection and transport of the recyclables has put a strain on VPPSA staff.

Compost Facility

The proposed budget for FY 19 represents an increase of \$16,616, or 1.4%, compared to the budget for FY 18.

Overall, the fees charged to the member communities represent an increase of \$31,616 or 6% compared to the fees charged for FY 18.

The revenue budget for User Fees as been reduced to \$85,000 for FY 19 from \$100,000 for FY 18. The actual revenue for User Fees for FY 17 was \$85,000.

The revenue budget for Material Sales will remain unchanged at \$480,000 for FY 19. The actual Material Sales revenue for FY 17 was \$404,000.

Staffing remains unchanged for FY 19 and includes the following:

- 1 Compost Facility Supervisor
- 2 Operator III
- 2 Operator II
- 2 Operator I
- 1 Customer Service Representative

All positions are full time.

The budget also includes 884 hours for the Middle Peninsula Maintenance Mechanics to provide assistance at the Compost Facility.

Significant reductions in expenses for the Compost Facility for FY 19 compared to the FY 18 budget are as follows:

- Equipment and Maintenance Repair – Purchase of new loaders in FY 17 expected to result in lower expenses
- Fuel – based on recent experience
- Colorant Purchase – based on recent experience

Significant increases in expenses for the Compost Facility for FY 19 compared to the FY 18 budget are as follows:

- Salaries – Full Time Hourly – additional hours for maintenance personnel and filling vacant equipment operator positions at FY 18 budgeted salaries rather than bottom of salary range.

Payment by credit card was initiated in FY 17. The budget for FY 19 includes two new line items. Credit Card Service Fees and Credit Card Transaction Fees. The convenience of payment by credit card is expected to result in greater compost and mulch sales – well above the fees for credit card acceptance.

The total monthly fee to the communities for FY 19 will be \$50,961. The total monthly fee will be allocated to the communities based on actual quantities delivered to the facility each month.

Middle Peninsula Solid Waste System

The proposed combined budgets for FY 19 for Transfer System, Convenience Centers and Landfill Disposal for Essex, King and Queen, King William, Mathews and Middlesex represent an increase of \$75,472, or 2.5%, in the fees paid by the counties compared to the combined budgets for FY 18.

As noted at the October 2017 Board meeting, the Drop Off Recycling Project has been included in the Transfer System Project for FY 19.

Expectations for revenue from mixed paper and corrugated cardboard recycling have been lowered as a result of recent announcements by China to limit or possibly ban imports of recyclables into the country.

The drop in oil prices has had a significant impact on oil recycling – changing a reliable revenue source to a consistent program cost.

Transfer System

The proposed budget for the Transfer System for FY 19 represents an overall increase of \$115,960 or 6% compared to the budget for FY 18. Inclusion of the Drop Off Recycling Project in the Transfer System Project accounts for much of the increase.

The operating schedule for the Transfer Stations will remain unchanged for FY 19. The proposed staffing for the system remains unchanged and includes the following:

Full Time

- 1 Supervisor – Solid Waste Operations Coordinator
- 10 Attendants
- 8 Drivers
- 2 Maintenance Mechanics
- 2 Dispatchers

WAE

The budget includes funding for 2,870 hours of WAE employees – Convenience Center Attendants. The attendants will provide the following:

- Staffing Transfer Stations when Transfer Station Attendants are working Household Chemical Collection Events
- Working as second attendant at Transfer Stations that require staffing by two attendants
- Staffing Transfer Stations when Transfer Station Attendants are on Annual Leave or Sick Leave
- Site maintenance activities such as grass cutting
- Mixed paper collections

Significant reductions in expenses for the Transfer System budget for FY 19 compared to the FY 18 budget are as follows:

- Tire Recycling – the charges to the Transfer System for Tire Recycling will decrease since all costs for tires collected from convenience centers are now – and in the future will be - charged to the Convenience Center Project. Previously, all costs for tire recycling have been charged to the Transfer System Project.

Significant increases in expenses for the Transfer System budget for FY 19 compared to the FY 18 budget are as follows:

- Salaries – Full Time Hourly – includes salaries for drivers, dispatchers and maintenance personnel previously included in the Drop Off Recycling Project
- Health Insurance – includes health insurance premiums for drivers, dispatchers and maintenance personnel previously included in the Drop Off Recycling Project
- Retirement – includes contributions for retirement for drivers, dispatchers and maintenance personnel previously included in the Drop Off Recycling Project
- Equipment Replacement – includes an allowance for replacement of pup trailer and containers for drop off recycling
- Oil and Antifreeze Recycling – with the drop in oil prices, vendors no longer will pay for recycled oil. The budget for FY 19 reflects actual costs incurred for FY 17.

The basis for allocation of variable costs associated with waste hauling – fuel, vehicle maintenance and tire repair and purchase - is the total number of miles expected to be traveled based on the number pulls for waste, white goods tires and drop off recyclables and the distance from the site to the disposal facility or recyclables processing location.

Anticipated revenues are as follows:

Transfer System - Line Item Number 43000 - White Goods Revenue

Actual revenue from the sale of scrap metal and white goods for FY 16 and 17 was \$72,000 and \$86,000, respectively. Current prices received for the sale of scrap metal and white goods are somewhat lower reflecting some concern over actions taken by China. The revenue budget for FY 19 has been set at \$60,000 to account for market uncertainties.

Transfer System - Line Item Number 44400 – Hauling Fees

Hauling fees will be charged to HRSD and the Town of Tappahannock for hauling sludge from the treatment plants to the landfills. VPPSA is currently providing hauling services at three campgrounds in Middlesex County. Starting in FY 19, hauling fees for drop off recycling in James City County and York County will be credited to this line item. Other miscellaneous hauling revenue, such as hauling tires for York County will also be credited to this line item. Approximately \$48,000 was received in hauling revenue for FY 17.

Transfer System - Line Item Number 44700 – Used Battery Recycling

Actual revenue for used battery recycling was \$3,000 for FY 17. The budget for FY 19 includes \$3,000 as revenue for used battery recycling.

Transfer System - Line Item Number 44750 – Paper Recyclables Revenue

All revenue received from the sale of paper recyclables collected through the front end collection system, the mixed paper recycling program and will be credited to this line item. In addition, starting in FY 19, all revenue received from the sale of paper recyclables through the drop off recycling program will be credited to this line item.

Total revenue for mixed paper and corrugated cardboard recycling through the Middle Peninsula Solid Waste System and the Drop Off Recycling Project was more than \$173,000 for FY 17.

There is significant uncertainty in the mixed paper recycling market as a result of recent announcements by China to limit or possibly ban imports of recyclables. Current rates for mixed paper recycling are less than 25% of the average rate received in FY 17. The impact on the corrugated cardboard recycling market has not been as severe.

The revenue budgets for Mixed Paper Recycling and Corrugated Cardboard Recycling for FY19 have been set at \$22,000 and \$52,000, respectively.

Transfer System - Line Item Number 44800 – Operating Fee

Payment in the amount of \$2,000 will be made from the Household Chemical Collection Project to cover additional operating costs including telephone, uniforms and safety equipment. Fee also covers cost of repair and maintenance to containers.

Transfer System - Line Item Number 49300 – Transportation Fee

Payments in the amount of \$9,000 will be made from the Household Chemical Collection Project and to cover the cost of vehicle operation including fuel, vehicle maintenance and purchase and repair of tires. In addition, the Computer Recycling project will contribute \$8,000 for the use of the roll off vehicles.

Transfer System - Line Item Number 49500 – Container Rental

A total of \$12,800 was received as revenue for rental of containers for cardboard recycling and waste hauling from campgrounds in Middlesex County. For FY 19, revenue will be received from James City County and York County for rental of drop off recycling containers.

The budget for FY 19 includes \$18,000 as revenue for container rental.

Convenience Centers

The proposed budget for the Convenience Centers for FY 19 includes an increase of \$17,892, or 2.8% compared to budget for the Convenience Centers for FY 18.

There are no proposed changes to the operating hours and staffing levels for FY 19. The budget includes the following:

Full Time

- 1 Supervisor – Transfer System Supervisor
- 12 Attendants

Part Time / WAE

The budget includes funding for 8,000 hours of Part Time and WAE employees. This time will be split between one part time employees and eight WAE employees. These employees, for the most part serve as attendants at convenience centers throughout the five-county system.

Significant reductions in expenses for the Convenience Centers budget for FY 19 compared to the FY 18 budget are as follows:

- Salaries – PT / WAE – reallocation of costs between Transfer System and Convenience Centers to more accurately assess costs to appropriate project

Significant increases in expenses for the Convenience Center budget for FY 19 compared to the FY 18 budget are as follows:

- Oil and Antifreeze Recycling – with the drop in oil prices, vendors no longer will pay for recycled oil. The budget for FY 19 reflects actual costs incurred for FY 17.
- Tire Recycling – Previously, all costs for tire recycling have been charged to the Transfer System Project. All costs for tires collected from convenience centers are now – and in the future will be - charged to the Convenience Center Project. The budget for FY 19 reflects actual costs incurred for FY 17.

Landfill Disposal

Budget estimates for landfill disposal reflect anticipated waste quantities based on recent experience. The agreements for disposal at MPLRF in Gloucester County and the King and Queen Landfill expire June 2018. A Request for Proposals will be issued in November.

The weighted disposal fee for FY 17 was \$22.73 per ton. Fees are unchanged for FY 18 and the weighted tipping fees for FY 18 should be nearly the same. The budget for FY 19 assumes an increase in fees of 3% and a weighted disposal fee of \$23.41 per ton.

Household Chemical Collections – Middle Peninsula

For FY 19, as a result of the project balances, no project fee is proposed for King and Queen County and King William County. A flat administrative fee of \$400 per county is proposed for FY 19.

One event has been held in FY 18 – in Mathews County. It is expected that a second event will be held in Essex County for FY 18.

Events in FY 19 will be held in King William County and Middlesex County.

Administration

The proposed budget for FY 19 represents an increase of \$16,856 or 2.8% compared to the budget for FY 18.

The proposed staffing remains unchanged and includes the following positions:

Full Time

- Executive Director
- Director of Operations
- Recycling Coordinator / Safety Officer
- Office Manager
- Solid Waste Assistant

Part Time

- Accounting Clerk

The Community Fee will increase from \$10,500 to \$10,750 for FY 19.

Tom Jones moved that the FY19 budget as presented for distribution to member communities be approved. Brian Woodward seconded and the motion was passed unanimously.

9. EXECUTIVE DIRECTOR'S REPORT

Steve Geissler reported that Tracey Hofmeyer participated in the third annual James City Recycling Expo which was held at the site on Jolly Pond Road.

Next, Mr. Geissler shared an email that was forwarded to the Administrative office by Chip McDonough, the Solid Waste Operations Manager in Hampton, about one of the Household Chemical Events that was recently held there. Typically, there is not much positive feedback on the job that VPPSA does nor the services it provides- they are easily taken for granted. The email was from a resident who said that the process was well planned and organized, and that VPPSA employees were talking and laughing and generally enjoying themselves. The resident said that he was the first car in line, and had definitely not expected to enjoy himself, but instead had fun thanks to the friendly employees. A picture was attached of Pam Braxton, Renee Rogers and Jennifer Henderson. Matt Walker thanked the employees for representing VPPSA in such a positive light.

10. NEW BUSINESS

Jason Mitchell asked if there were any updates about the disposal or recycling of propane cylinders.

David Magnant said that Clean Harbors will take them but will charge \$15 per cylinder. Mr. Magnant went on to say that at this time there are approximately 1,700 propane tanks at the Compost Facility. Mr. Magnant has spoken to Revere Gas, Blue Rhino, Coleman, and many others in the extended area but has only found one company who is willing to take them- but the details are unknown as yet. Also, Cylinder Recyclers may be willing to commit to taking them long term and Mr. Magnant is in the process of getting more information from them. This scenario would require that drop off locations be established. There is also a call in to Rapid Recovery to see if they might be interested or willing to work on this project.

Revere Gas was initially willing to take propane and gas cylinders if VPPSA would deliver them, but Mr. Magnant does not want VPPSA drivers hauling containers that have residual gas in them, and at this time there is no way to remove that gas safely. There is a tool sold for residential use, but this method is not applicable for commercial application. Revere also said that it's too labor intensive, and there is too much liability in the process. As a good neighbor, they do accept small camping tanks on an individual basis from residents.

Hampton currently has about 500 containers waiting for disposal. Jason Mitchel said that Phillips Gas in Gloucester has a contract with someone who comes and picks up their containers, and he is expecting a return call from them.

At this time, Coleman gas does not provide any options for return or disposal of its own canisters.

Hampton said that perhaps it would be less expensive in the long run to go ahead and pay \$15.00 to Clean Harbors. David Magnant will ask Clean Harbors what they do with both the gas and tanks, and will also follow up with Big Mac in Suffolk, and the company that works with Phillips Gas.

All agreed that this subject will be up for discussion again in February under Old Business.

11. OLD BUSINESS

Steve Geissler said that he would be issuing the RFP for Debris Removal next week, the intent is to have something before the Board for Approval in February. Proposals will be due back around January 10, 2018.

Hampton, York, and James City have been part of the review team for Debris Removal in the past. Mr. Geissler will include those three communities on the review of the proposals when they come in. Anyone else who would like to be involved is welcome to participate.

Mark Reeter moved that the meeting be adjourned. Dan Clayton seconded and the motion was passed unanimously.

The meeting was adjourned.

10. NEXT MEETING DATE

February 2, 2018
Williamsburg Municipal Building
2nd Floor Conference Room
401 Lafayette St
Williamsburg, Virginia

Respectfully Submitted,

Timothy L. Wilson
Secretary/Treasurer

Item No. 3. Project Reports:

Background:

Compost Facility:

The Compost Facility Oversight Committee scheduled to meet on January 17, 2018 was cancelled due to committee members having to prepare for an impending weather event. Minutes of those meetings are attached.

Transfer System:

The Transfer System Oversight Committee met on January 19, 2018. Minutes of those meetings are attached.

Household Chemical Collection:

The last collection event in 2017 was held in Hampton on November 18. The first event for 2018 will be in James City/Williamsburg on February 10, followed by events on March 10 and March 17 in York County and Hampton, respectively.

Computer Recycling:

The last collection event in 2017 was held in Hampton on November 18. The first event for 2018 will be in James City/Williamsburg on February 10, followed by events on March 10 and March 17 in York County and Hampton, respectively.

Curbside Recycling:

Summary reports are attached.

Drop-Off Recycling:

Summary reports are attached.

Recommended Action:

Compost Facility: None

Transfer System: None

Household Chemical: None

Computer Recycling: None

Curbside Recycling: None

Drop-Off Recycling: None

**Minutes
Yard Waste Composting Facility
Oversight Committee
Poquoson
January 17, 2018
9:00 A.M.**

The regularly scheduled Compost Facility Oversight Committee meeting was canceled due to weather event planning by committee members.

NEXT MEETING:

The next Compost Facility Oversight Committee meeting will be held in Hampton March 21, 2018, at 9:00AM.

Prepared by:
David Magnant
Director of Operations

Minutes
Middle Peninsula Transfer System
Oversight Committee
Woodward Building Saluda, VA
January 19, 2018
11:30AM

IN ATTENDANCE:

Tom Swartzwelder, K & Q County
Matt Walker, Middlesex County
Mark Reeter, King William County
Tim Wilson, Essex County

Stephen Geissler, VPPSA
David Magnant, VPPSA

WASTE QUANTITIES AND DISPOSAL COSTS:

The Middle Peninsula FY 18 Waste Quantities report was presented. Through December 2017, Essex had waste quantities of 4,129 tons, King and Queen has generated 1,198 tons, while King William had waste quantities of 4,029 tons. Mathews has waste quantities of 2,666 tons and Middlesex with 3,574 tons. The total waste quantities year to date of 15,596 tons are in line with the budgeted estimate of 31,600 tons. Anticipated year end balances range from \$46,000 to \$67,000.

HOUSEHOLD CHEMICAL COLLECTION:

The next Middle Peninsula Household Chemical collection event will be held April 21, 2018 from 8:00 am to noon in Essex County, location TBD. The other event is scheduled for August 18, 2018 from 8:00 am to noon and will be held in Middlesex County at the Hartfield Volunteer Fire Department parking lot. Additional efforts will be undertaken to promote the Essex event.

CORRUGATED CARDBOARD & MIXED PAPER RECYCLING:

Staff distributed a rate summary for both OCC and Mixed Paper recycling. Although the mixed paper rates received have been lower than previous years, the OCC rates seem to be steady over the past 4 months. The market conditions, specifically China, have resulted in these lower rates. Steve mentioned that for the FY19 budget he had reduced the expected revenue in anticipation of these factors.

WASTE SERVICES:

Staff received proposals for waste disposal and recycling services, this includes landfill disposal and comingled container recycling costs. The rates received were as expected, with Waste Management and Republic Services both increasing their rates by \$0.25 per ton. The comingled container recycling rates were more varied, with rates from a fee of \$110.00 per ton to a rebate of \$10.00 per ton.

MAINTENANCE BUILDING:

Steve had prepared a power point presentation for the committee about the Maintenance Facility. The presentation included site maps and projected costs for sitework and construction. Staff was seeking approval to proceed with the next phase, which was to have Draper Aden prepare construction plans and specifications and bid documents and complete the required permitting

activities. The Committee agree to take action to proceed with this work at the next Board Meeting.

OTHER BUSINESS:

NEXT MEETING:

The meeting will be held at the MPPDC office located at 125 Bowden Street in Saluda on March 9, 2018 at 11:00 A.M.

Prepared by:

David A Magnant
Director of Operations

House Hold Chemical Disposal Costs

FY 13	YORK	POQ	JCC	WMBG	HPT	TOTAL
JULY	\$ 12,048	\$ 953	\$ 373	\$ 178	\$ 10,829	\$ 24,381
AUGUST	\$ 1,025	\$ 39	\$ 12,929	\$ 1,498	\$ 39	\$ 15,530
SEPTEMBER	\$ 8,165	\$ 386	\$ 541	\$ 261	\$ 10,557	\$ 19,910
OCTOBER	\$ 2,469	\$ 8,569	\$ 13,046	\$ 1,329	\$ 490	\$ 25,903
NOVEMBER	\$ 8,980	\$ 520	\$ 851	\$ 423	\$ 9,861	\$ 20,635
FEBRUARY	\$ 551	\$ -	\$ 9,246	\$ 944	\$ 39	\$ 10,780
MARCH	\$ 10,015	\$ 1,219	\$ 709	\$ 140	\$ 12,186	\$ 24,269
APRIL	\$ 485	\$ -	\$ 12,634	\$ 1,333	\$ -	\$ 14,452
MAY	\$ 10,690	\$ 1,282	\$ 203	\$ 51	\$ 11,484	\$ 23,710
JUNE	\$ 935	\$ 36	\$ 10,470	\$ 1,583	\$ 36	\$ 13,060
TOTAL FY 13	\$55,363	\$13,004	\$61,001	\$7,741	\$55,521	\$192,630
FY 14	YORK	POQ	JCC	WMBG	HPT	TOTAL
JULY	\$ 10,791	\$ 985	\$ 674	\$ 144	\$ 17,090	\$ 29,684
AUGUST	\$ 891	\$ 40	\$ 16,519	\$ 1,700	\$ -	\$ 19,150
SEPTEMBER	\$ 13,533	\$ 702	\$ 759	\$ 324	\$ 14,606	\$ 29,924
OCTOBER	\$ 2,389	\$ 10,775	\$ 13,607	\$ 1,461	\$ 375	\$ 28,607
NOVEMBER	\$ 9,229	\$ 834	\$ 1,018	\$ 184	\$ 8,605	\$ 19,870
FEBRUARY	\$ 707	\$ -	\$ 9,527	\$ 1,248	\$ -	\$ 11,482
MARCH	\$ 9,200	\$ 788	\$ 611	\$ 326	\$ 9,017	\$ 19,943
APRIL	\$ 1,047	\$ 34	\$ 11,446	\$ 2,026	\$ 101	\$ 14,653
MAY	\$ 9,335	\$ 562	\$ 544	\$ 218	\$ 11,331	\$ 21,992
JUNE	\$ 535	\$ -	\$ 10,606	\$ 951	\$ 30	\$ 12,122
TOTAL FY 14	\$57,656	\$14,721	\$65,311	\$8,581	\$61,155	207,425
FY 15	YORK	POQ	JCC	WMBG	HPT	TOTAL
JULY	\$ 10,442	\$ 1,164	\$ 406	\$ 152	\$ 11,789	\$ 23,954
AUGUST	\$ 842	\$ 32	\$ 12,338	\$ 1,328	\$ -	\$ 14,540
SEPTEMBER	\$ 12,008	\$ 654	\$ 899	\$ 310	\$ 8,622	\$ 22,493
OCTOBER	\$ 1,330	\$ 6,875	\$ 12,579	\$ 1,016	\$ 202	\$ 22,002
NOVEMBER	\$ 8,710	\$ 472	\$ 1,112	\$ 287	\$ 10,629	\$ 21,210
FEBRUARY	\$ 928	\$ 121	\$ 9,799	\$ 887	\$ 161	\$ 11,896
MARCH	\$ 8,439	\$ 492	\$ 435	\$ -	\$ 10,106	\$ 19,473
APRIL	\$ 440	\$ -	\$ 11,117	\$ 1,036	\$ -	\$ 12,593
MAY	\$ 11,856	\$ 1,218	\$ 720	\$ 271	\$ 10,426	\$ 24,491
JUNE	\$ 833	\$ 100	\$ 14,297	\$ 1,100	\$ 67	\$ 16,397
TOTAL FY 15	\$55,828	\$11,128	\$63,703	\$6,387	\$52,001	189,048
FY 16	YORK	POQ	JCC	WMBG	HPT	TOTAL
JULY	\$ 11,242	\$ 2,599	\$ 438	\$ 563	\$ 13,287	\$ 28,129
AUGUST	\$ 739	\$ 111	\$ 13,787	\$ 961	\$ 37	\$ 15,635
SEPTEMBER	\$ 12,991	\$ 876	\$ 301	\$ 490	\$ 10,699	\$ 25,358
OCTOBER	\$ 2,921	\$ 12,811	\$ 15,062	\$ 1,729	\$ 420	\$ 32,943
NOVEMBER	\$ 10,641	\$ 550	\$ 629	\$ 389	\$ 10,823	\$ 23,032
FEBRUARY	\$ 494	\$ 110	\$ 11,428	\$ 1,099	\$ -	\$ 13,132
MARCH	\$ 12,125	\$ 840	\$ 433	\$ 38	\$ 10,402	\$ 23,838
APRIL	\$ 757	\$ 72	\$ 14,015	\$ 1,153	\$ 36	\$ 16,033
MAY	\$ 10,925	\$ 1,321	\$ 772	\$ 261	\$ 14,013	\$ 27,292
JUNE	\$ 1,113	\$ 45	\$ 13,846	\$ 1,158	\$ 134	\$ 16,295
TOTAL FY 16	\$63,949	\$19,334	\$70,711	\$7,841	\$59,851	221,687
FY 17	YORK	POQ	JCC	WMBG	HPT	TOTAL
JULY	\$ 13,638	\$ 1,496	\$ 787	\$ 171	\$ 9,846	\$ 25,938
AUGUST	\$ 1,123	\$ 102	\$ 14,837	\$ 1,633	\$ 102	\$ 17,798
SEPTEMBER	\$ 12,343	\$ 813	\$ 308	\$ -	\$ 12,389	\$ 25,853
OCTOBER	\$ 2,175	\$ 8,048	\$ 11,571	\$ 1,423	\$ 133	\$ 23,349
NOVEMBER	\$ 13,033	\$ 361	\$ 985	\$ 257	\$ 10,323	\$ 24,959
FEBRUARY	\$ 702	\$ 70	\$ 12,395	\$ 1,721	\$ 105	\$ 14,994
MARCH	\$ 13,488	\$ 726	\$ 562	\$ 164	\$ 9,227	\$ 24,167
APRIL	\$ 1,025	\$ 71	\$ 11,521	\$ 1,590	\$ 177	\$ 14,384
MAY	\$ 10,017	\$ 1,176	\$ 712	\$ 132	\$ 10,990	\$ 23,027
JUNE	\$ 1,421	\$ 84	\$ 12,117	\$ 1,504	\$ 125	\$ 15,251
TOTAL FY 17	\$68,966	\$12,946	\$65,795	\$8,595	\$53,417	209,719
FY 18	YORK	POQ	JCC	WMBG	HPT	TOTAL
JULY	\$ 12,658	\$ 1,980	\$ 695	\$ 545	\$ 9,992	\$ 25,870
AUGUST	\$ 664	\$ 35	\$ 11,079	\$ 804	\$ 70	\$ 12,651
SEPTEMBER	\$ 12,338	\$ 991	\$ 661	\$ 204	\$ 12,200	\$ 26,394
OCTOBER	\$ 1,515	\$ 8,006	\$ 14,110	\$ 1,824	\$ 142	\$ 25,597
NOVEMBER	\$ 10,373	\$ 939	\$ 934	\$ 258	\$ 6,788	\$ 19,291
TOTAL FY 18	\$37,548	\$11,951	\$27,478	\$3,635	\$29,192	109,804

**Household Chemical
Disposal Cost Summary
FY 18**

	York	Poquoson	James City	Williamsburg	Hampton	Total
Budget						
Disposal Cost	\$ 64,000	\$ 14,500	\$ 74,000	\$ 8,600	\$ 60,000	\$ 221,100
Administration Fee	\$ 3,813	\$ 864	\$ 4,409	\$ 512	\$ 3,575	\$ 13,173
FY 18 Budget	\$ 67,813	\$ 15,364	\$ 78,409	\$ 9,112	\$ 63,575	\$ 234,273
To Date						
Disposal Cost	\$ 37,548	\$ 11,951	\$ 27,478	\$ 3,635	\$ 29,192	\$ 109,804
Administration Fee	\$ 1,907	\$ 432	\$ 2,205	\$ 256	\$ 1,788	\$ 6,587
Total Disposal Cost	\$ 39,454	\$ 12,383	\$ 29,682	\$ 3,891	\$ 30,980	\$ 116,390
Projected Cost						
Disposal Cost	\$ 62,580	\$ 14,351	\$ 68,694	\$ 9,087	\$ 48,654	\$ 203,366
Administration Fee	\$ 3,813	\$ 864	\$ 4,409	\$ 512	\$ 3,575	\$ 13,173
Total Disposal Cost	\$ 66,393	\$ 15,215	\$ 73,103	\$ 9,599	\$ 52,229	\$ 216,539
Projected Invoice	\$ 67,813	\$ 15,364	\$ 78,409	\$ 9,112	\$ 63,575	\$ 234,273
Deferred Revenue	\$ (3,523)	\$ 9,998	\$ 540	\$ 12,994	\$ 21,146	\$ 41,155
Projected Year End Balance	\$ (2,102)	\$ 10,147	\$ 5,846	\$ 12,507	\$ 32,492	\$ 58,889

HOUSEHOLD CHEMICAL COLLECTION
VEHICLE COUNT BY SITE

FY 13	YC/POQ	JCC/WMBG	HPT	TOTALS
July	347		221	568
August		394		394
September	214		206	420
October	220	461		681
November	235		233	468
February		274		274
March	278		263	541
April		477		477
May	228		230	458
June		363		363
TOTAL	1,522	1,969	1,153	4,644
FY 14	YC/POQ	JCC/WMBG	HPT	TOTALS
July	239		352	591
August		473		473
September	278		260	538
October	272	499		771
November	224		242	466
February		276		276
March	190		142	332
April		434		434
May	241		234	475
June		408		408
TOTAL	1,444	2,090	1,230	4,764
FY 15	YC/POQ	JCC/WMBG	HPT	TOTALS
July	224		254	478
August		449		449
September	222		211	433
October	142	366		508
November	204		211	415
February		295		295
March	165		187	352
April		401		401
May	272		297	569
June		492		492
TOTAL	1,229	2,003	1,160	4,392
FY 16	YC/POQ	JCC/WMBG	HPT	TOTALS
July	221		295	516
August		423		423
September	378		277	655
October	355	437		792
November	262		229	491
February		239		239
March	333		220	553
April		445		445
May	235		229	464
June		366		366
TOTAL	1,784	1,910	1,250	4,944
FY 17	YC/POQ	JCC/WMBG	HPT	TOTALS
July	261		214	475
August		523		523
September	294		253	547
October	215	311		526
November	267		219	486
February		427		427
March	352		128	480
April		407		407
May	274		257	531
June		365		365
TOTAL	1,663	2,033	1,071	4,767
FY 18	YC/POQ	JCC/WMBG	HPT	TOTALS
July	296		224	520
August		362		362
September	337		209	546
October	196	474		670
November	227		143	370
TOTAL	1,056	836	576	2,468

HOUSEHOLD CHEMICAL COLLECTION

NUMBER OF VEHICLES

FY 13	YORK	POQ	JCC	WMBG	HPT	Combined Total
July	320	24	10	4	210	568
August	26	1	328	38	1	394
September	194	9	13	6	198	420
October	59	175	397	40	10	681
November	213	12	20	10	213	468
February	14	-	235	24	1	274
March	248	29	17	3	244	541
April	16	-	417	44	-	477
May	210	25	4	1	218	458
June	26	1	291	44	1	363
TOTAL	1,326	276	1,732	214	1,096	4,644
FY 14						
July	224	20	14	3	330	591
August	22	1	408	42	-	473
September	250	13	14	6	255	538
October	59	230	428	46	8	771
November	203	19	23	4	217	466
February	17	-	229	30	-	276
March	167	14	11	6	134	332
April	31	1	339	60	3	434
May	221	13	13	5	223	475
June	18	-	357	32	1	408
TOTAL	1,212	311	1,836	234	1,171	4,764
FY 15						
July	206	23	8	3	238	478
August	26	1	381	41	-	449
September	203	12	15	6	197	433
October	29	127	322	26	4	508
November	185	10	23	6	191	415
February	23	3	243	22	4	295
March	157	9	8	-	178	352
April	14	-	354	33	-	401
May	247	27	15	6	274	569
June	25	3	429	33	2	492
TOTAL	1,115	215	1,798	176	1,088	4,392
FY 16						
July	183	44	7	9	273	516
August	20	3	373	26	1	423
September	344	23	8	13	267	655
October	70	304	366	42	10	792
November	244	12	14	9	212	491
February	9	2	208	20	0	239
March	313	21	11	1	207	553
April	21	2	389	32	1	445
May	207	24	14	5	214	464
June	25	1	311	26	3	366
TOTAL	1,436	436	1,701	183	1,188	4,944
FY 17						
July	241	27	14	3	190	475
August	33	3	436	48	3	523
September	279	18	7	0	243	547
October	49	182	260	32	3	526
November	251	7	19	5	204	486
February	20	2	353	49	3	427
March	323	16	12	4	125	480
April	29	2	326	45	5	407
May	238	28	17	3	245	531
June	34	2	290	36	3	365
TOTAL	1,497	287	1,734	225	1,024	4,767
FY 18						
July	256	40	14	11	199	520
August	19	1	317	23	2	362
September	307	24	15	4	196	546
October	35	169	410	53	3	670
November	201	18	18	5	128	370
TOTAL	818	252	774	96	528	2,468

COMPUTER RECYCLING COLLECTION NUMBER OF VEHICLES

FY 13	JCC	WMBG	YORK	POQ	HPT	TOTAL
JULY	6	2	167	14	86	275
AUGUST	199	22	16	-	-	237
SEPTEMBER	4	4	90	4	77	179
OCTOBER	260	32	45	83	6	426
NOVEMBER	8	5	120	5	86	224
FEBRUARY	183	23	8	1	2	217
MARCH	9	2	185	19	97	312
APRIL	256	23	15	-	-	294
MAY	4	1	117	16	220	358
JUNE	189	28	18	-	-	235
TOTAL	1,118	142	781	142	574	2,757
FY 14	JCC	WMBG	YORK	POQ	HPT	TOTAL
JULY	8	1	119	12	115	255
AUGUST	230	24	12	-	-	266
SEPTEMBER	4	4	133	7	95	243
OCTOBER	260	23	26	114	1	424
NOVEMBER	10	1	108	8	112	239
FEBRUARY	124	18	9	-	-	151
MARCH	3	2	92	5	69	171
APRIL	170	24	8	1	-	203
MAY	3	-	101	5	75	184
JUNE	193	25	11	-	-	229
TOTAL	1,005	122	619	152	467	2,365
FY 15	JCC	WMBG	YORK	POQ	HPT	TOTAL
JULY	2	1	112	7	95	217
AUGUST	180	24	14	-	-	218
SEPTEMBER	14	-	91	2	81	188
OCTOBER	200	17	19	63	1	300
NOVEMBER	6	2	90	4	93	195
FEBRUARY	163	17	14	2	1	197
MARCH	1	-	112	6	84	203
APRIL	178	22	8	1	-	209
MAY	6	2	121	12	105	246
JUNE	215	16	8	2	2	243
TOTAL	965	101	589	99	462	2,216
FY 16	JCC	WMBG	YORK	POQ	HPT	TOTAL
JULY	6	3	94	24	113	240
AUGUST	205	13	19	1	-	238
SEPTEMBER	6	4	179	9	116	314
OCTOBER	187	21	35	151	3	397
NOVEMBER	4	2	130	4	94	234
FEBRUARY	144	11	6	3	-	164
MARCH	4	1	159	10	77	251
APRIL	177	19	13	1	-	210
MAY	6	3	113	11	78	211
JUNE	109	10	13	-	-	132
TOTAL	848	87	761	214	481	2,391
FY 17	JCC	WMBG	YORK	POQ	HPT	TOTAL
JULY	2	0	112	8	58	180
AUGUST	165	17	20	1	1	204
SEPTEMBER	0	1	134	5	86	226
OCTOBER	91	12	24	67	1	195
NOVEMBER	5	0	112	2	70	189
FEBRUARY	187	21	9	2	0	219
MARCH	5	1	132	10	49	197
APRIL	118	13	10	0	0	141
MAY	4	1	80	10	66	161
JUNE	114	24	16	0	1	155
TOTAL	691	90	649	105	332	1,867
FY 18	JCC	WMBG	YORK	POQ	HPT	TOTAL
JULY	3	3	89	15	60	170
AUGUST	120	10	7	0	1	138
SEPTEMBER	3	1	96	12	51	163
OCTOBER	186	24	21	75	0	306
NOVEMBER	6	1	101	6	40	154
TOTAL	318	39	314	108	152	931

COMPUTER RECYCLING COLLECTION WEIGHTS PER COLLECTION (In Pounds)

FY 13		COMPUTERS	LAPTOPS	MISC	MONITORS	PRINTERS	TOTAL
JULY		6,629	400	3,938	5,961	2,080	19,008
AUGUST		1,352	374	1,015	5,685	3,075	11,501
SEPTEMBER		4,552	242	3,628	5,721	3,575	17,718
OCTOBER		6,067	733	3,822	5,880	5,928	22,430
NOVEMBER		3,503	340	1,746	5,293	2,028	12,910
FEBRUARY		3,236	420	5,138	1,739	2,184	12,717
MARCH		6,750	512	6,839	6,685	3,929	24,715
APRIL		4,178	340	4,199	3,740	5,132	17,589
MAY		3,867	286	4,871	2,676	2,530	14,230
JUNE		2,210	193	2,026	2,105	2,766	9,300
TOTAL		42,344	3,840	37,222	45,485	33,227	162,118
FY 14		COMPUTERS	LAPTOPS	MISC	MONITORS	PRINTERS	TOTAL
JULY		3,768	190	4,392	4,174	2,942	15,466
AUGUST		3,278	208	4,708	3,360	1,826	13,380
SEPTEMBER		4,288	220	5,372	3,460	1,695	15,035
OCTOBER		5,727	394	6,939	3,899	3,494	20,453
NOVEMBER		3,081	227	5,849	2,966	1,399	13,522
FEBRUARY		2,511		4,254	925	1,117	8,807
MARCH		2,770	173	5,651	1,025	2,514	12,133
APRIL		1,109	268	3,127	1,526	1,096	7,126
MAY		3,304	125	3,833	2,756	1,348	11,366
JUNE		3,324	270	3,285	1,599	1,763	10,241
TOTAL		33,160	2,075	47,410	25,690	19,194	127,529
FY 15		COMPUTERS	LAPTOPS	MISC	MONITORS	PRINTERS	TOTAL
JULY		2,078	325	5,282	1,246	1,965	10,896
AUGUST		3,156	218	3,147	1,460	1,445	9,426
SEPTEMBER		2,418	258	3,892	1,938	1,363	9,869
OCTOBER		2,268	190	4,858	1,453	1,948	10,717
NOVEMBER		2,001	148	3,229	1,573	1,607	8,558
FEBRUARY		1,590	197	7,755	891	1,418	11,851
MARCH		3,191	425	3,801	2,386	2,009	11,812
APRIL		1,734	-	3,124	1,196	1,000	7,054
MAY		4,382	177	4,253	2,167	3,012	13,991
JUNE		2,348	560	1,964	1,190	1,992	8,054
TOTAL		25,166	2,498	41,305	15,500	17,759	102,228
FY 16		COMPUTERS	LAPTOPS	MISC	MONITORS	PRINTERS	TOTAL
JULY		2,081	137	3,527	1,997	1,582	9,324
AUGUST		1,930	350	3,455	1,446	2,901	10,082
SEPTEMBER		3,718	270	6,121	5,376	3,708	19,193
OCTOBER		5,474	174	7,758	2,823	3,185	19,414
NOVEMBER		2,971	298	5,687	1,695	2,016	12,667
FEBRUARY		2,572	382	2,205	490	923	6,572
MARCH		3,883	561	3,210	757	3,065	11,476
APRIL		2,406	192	2,459	587	2,234	7,878
MAY		2,468	355	2,345	556	1,124	6,848
JUNE		2,028	389	722	572	1,000	4,711
TOTAL		29,531	3,108	37,489	16,299	21,738	108,165
FY 17		COMPUTERS	LAPTOPS	MISC	MONITORS	PRINTERS	TOTAL
JULY							8,480
AUGUST							8,713
SEPTEMBER							12,115
OCTOBER		820	266	1651	425	160	3,322
NOVEMBER		840	216	1214	794	610	3,674
FEBRUARY		1920	390	3128	1417	960	7,815
MARCH		2660	558	2886	1679	1246	9,029
APRIL		887	342	1927	876	630	4,662
MAY		640	108	855	669	1320	3,592
JUNE		1520	540	2339	861	580	5,840
TOTAL		9,287	2,420	14,000	6,721	5,506	67,242
FY 18		COMPUTERS	LAPTOPS	MISC	MONITORS	PRINTERS	TOTAL
JULY		2,040	378	2,361	975	1,148	6,902
AUGUST		1,220	414	526	791	1,400	4,351
SEPTEMBER		1,960	288	897	1,494	1,868	6,507
TOTAL		5,220	1,080	3,784	3,260	4,416	17,760

HHC-Computer Collection Breakdown (In Pounds)

FY 13

	JCC	WMBG	YORK	POQ	HPT	
JULY	415	138	11,543	968	5,944	19,008
AUGUST	9,657	1,068	776	-	-	11,501
SEPTEMBER	396	396	8,908	396	7,622	17,718
OCTOBER	13,690	1,685	2,369	4,370	316	22,430
NOVEMBER	461	288	6,916	288	4,957	12,910
FEBRUARY	10,724	1,348	469	59	117	12,717
MARCH	713	158	14,655	1,505	7,684	24,715
APRIL	15,316	1,376	897	-	-	17,589
MAY	159	40	4,651	636	8,745	14,231
JUNE	7,480	1,108	712	-	-	9,300
TOTAL	59,011	7,605	51,896	8,222	35,385	162,119

FY 14

	JCC	WMBG	YORK	POQ	HPT	
JULY	485	61	7,217	728	6,975	15,466
AUGUST	11,569	1,207	604	-	-	13,380
SEPTEMBER	247	247	8,229	433	5,878	15,035
OCTOBER	12,542	1,109	1,254	5,499	48	20,453
NOVEMBER	566	57	6,110	453	6,337	13,522
FEBRUARY	7,232	1,050	525	-	-	8,807
MARCH	213	142	6,528	355	4,896	12,133
APRIL	5,968	842	281	35	-	7,126
MAY	185	-	6,239	309	4,633	11,366
JUNE	8,631	1,118	492	-	-	10,241
TOTAL	47,639	5,834	37,479	7,811	28,766	127,529

FY 15

	JCC	WMBG	YORK	POQ	HPT	
JULY	100	50	5,624	351	4,770	10,896
AUGUST	7,783	1,038	605	-	-	9,426
SEPTEMBER	735	-	4,777	105	4,252	9,869
OCTOBER	7,145	607	679	2,251	36	10,717
NOVEMBER	263	88	3,950	176	4,082	8,558
FEBRUARY	9,806	1,023	842	120	60	11,851
MARCH	58	-	6,517	349	4,888	11,812
APRIL	6,015	743	270	34	-	7,063
MAY	365	61	7,124	670	304	8,524
JUNE	7,126	530	265	66	66	8,054
TOTAL	32,271	3,610	30,388	4,056	18,392	96,770

FY 16

	JCC	WMBG	YORK	POQ	HPT	
JULY	233	117	3,652	932	4,390	9,324
AUGUST	8,684	551	805	42	-	10,082
SEPTEMBER	367	244	10,941	550	7,090	19,193
OCTOBER	9,145	1,027	1,712	7,384	147	19,414
NOVEMBER	217	108	7,037	217	5,088	12,667
FEBRUARY	5,771	441	240	120	-	6,572
MARCH	183	46	7,270	457	3,521	11,476
APRIL	6,640	713	488	38	-	7,878
MAY	195	97	3,667	357	2,531	6,848
JUNE	3,890	357	464	-	-	4,711
TOTAL	31,433	3,344	35,812	10,098	22,768	108,165

FY 17

	JCC	WMBG	YORK	POQ	HPT	
JULY	94	-	5,276	377	2,732	8,480
AUGUST	7,047	726	854	43	43	8,713
SEPTEMBER	-	54	7,183	268	4,610	12,115
OCTOBER	1,550	204	409	1,141	17	3,322
NOVEMBER	97	-	2,177	39	1,361	3,674
FEBRUARY	6,673	749	321	71	-	7,815
MARCH	229	46	6,050	458	2,246	9,029
APRIL	3,902	430	331	-	-	4,662
MAY	89	22	1,785	223	1,472	3,592
JUNE	4,295	904	603	-	38	5,840
TOTAL	19,682	2,231	24,386	2,621	12,481	67,242

FY 18

	JCC	WMBG	YORK	POQ	HPT	
JULY	122	122	3,613	609	2,436	6,902
AUGUST	3,783	315	221	-	32	4,351
SEPTEMBER	120	40	3,832	479	2,036	6,507
OCTOBER	6,675	861	754	2,691	-	10,981 *
NOVEMBER	215	36	3,624	215	1,435	5,526 *
TOTAL	10,915	1,374	12,044	3,995	5,939	34,267

* estimated

Curbside Recycling
FY 18 Cost Summary

	James City	Poquoson	Williamsburg	York	Total
Budget					
Collection Costs	\$471,240	\$77,062	\$53,592	\$317,520	\$919,414
Advertising	\$1,009	\$165	\$115	\$712	\$2,000
Postage	\$252	\$41	\$29	\$178	\$500
Printing	\$2,521	\$412	\$287	\$1,780	\$5,000
Administrative Fees	\$28,302	\$4,628	\$3,219	\$19,077	\$55,227
Administrative Support	\$12,000	\$0	\$0	\$0	\$12,000
Total Costs and Fees	\$515,324	\$82,308	\$57,241	\$339,267	\$994,140
To Date (Through December 2017)					
Collection Costs	\$228,103	\$38,769	\$26,307	\$156,998	\$450,177
Advertising	\$793	\$72	\$22	\$643	\$1,530
Postage	\$0	\$0	\$0	\$0	\$0
Printing	\$0	\$0	\$0	\$0	\$0
Additional Service Costs	\$3,118	\$2,253	\$1,563	\$3,830	\$10,764
Administrative Fees	\$14,151	\$2,314	\$1,610	\$9,539	\$27,613
Administrative Support	\$6,000	\$0	\$0	\$0	\$6,000
Total Costs and Fees	\$252,165	\$43,407	\$29,502	\$171,009	\$496,083
Anticipated					
Collection Costs	\$457,854	\$77,640	\$52,807	\$315,011	\$903,313
Advertising	\$800	\$72	\$23	\$643	\$1,538
Postage	\$252	\$41	\$29	\$178	\$500
Printing	\$1,700	\$250	\$175	\$1,200	\$3,325
Additional Service Costs	\$6,236	\$4,515	\$3,158	\$8,076	\$21,984
Administrative Fees	\$28,302	\$4,628	\$3,219	\$19,077	\$55,227
Administrative Support	\$12,000	\$0	\$0	\$0	\$12,000
Total Cost and Fees	\$507,144	\$87,146	\$59,411	\$344,185	\$997,886
Variance from Budget	-\$8,180	\$4,838	\$2,170	\$4,918	\$3,746

**Curbside Recycling
House Count
FY 18**

House Counts

	James City	Poquoson	Williamsburg	York	Total
July	24,632	4,191	2,852	17,719	49,394
August	24,671	4,193	2,856	17,744	49,464
September	24,700	4,198	2,857	17,755	49,510
October	24,725	4,198	2,857	17,770	49,550
November	24,759	4,200	2,860	17,790	49,609
December	24,778	4,201	2,862	17,802	49,643
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0

**Curbside Recycling
Material Quantities
FY 17**

**Total Material Quantities Collected
(Pounds)**

	James City	Poquoson	Williamsburg	York	Total
July	848,140	206,360	103,960	709,960	1,868,420
August	1,003,880	125,720	163,380	793,400	2,086,380
September	953,740	172,680	107,900	731,440	1,965,760
October	990,040	144,140	103,980	698,840	1,937,000
November	1,063,720	149,420	108,140	706,540	2,027,820
December	1,100,500	198,680	148,660	805,700	2,253,540
January	1,099,580	123,020	110,240	763,920	2,096,760
February	879,500	147,060	105,400	629,400	1,761,360
March	1,022,120	193,360	154,840	728,540	2,098,860
April	932,140	166,460	96,880	624,200	1,819,680
May	1,101,040	175,120	93,940	741,580	2,111,680
June	1,004,820	248,760	95,880	750,860	2,100,320
Totals	11,999,220	2,050,780	1,393,200	8,684,380	24,127,580

FY 18

**Total Material Quantities Collected
(Pounds)**

	James City	Poquoson	Williamsburg	York	Total
July	964,800	164,160	104,980	674,220	1,908,160
August	1,045,720	174,960	174,000	675,320	2,070,000
September	973,980	205,660	129,260	675,180	1,984,080
October	1,014,480	160,780	108,000	666,380	1,949,640
November	1,017,080	169,180	114,220	720,260	2,020,740
December	1,070,640	244,040	135,200	734,920	2,184,800
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
Totals	6,086,700	1,118,780	765,660	4,146,280	12,117,420

**Curbside Recycling
Monthly Statistics
FY 18**

	JCC		POQUOSON		WILLIAMSBURG		YORK	
	Set Out Rate	Pounds Per Stop	Set Out Rate	Pounds Per Stop	Set Out Rate	Pounds Per Stop	Set Out Rate	Pounds Per Stop
July	72.38%	25.79	83.67%	21.29	69.14%	28.25	78.75%	27.01
August	73.19%	24.83	83.44%	24.42	67.16%	27.43	78.29%	23.62
September	72.82%	26.05	82.15%	24.35	72.66%	30.26	78.98%	24.45
October	71.62%	25.10	81.44%	23.49	68.63%	26.64	78.31%	22.81
November	69.45%	26.63	80.15%	24.89	67.62%	25.87	76.27%	25.04
December	69.73%	28.44	78.93%	27.19	67.07%	30.91	76.60%	25.79
January	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
February	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
March	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
April	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
May	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
June	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Average	72.79%	25.31	83.56%	22.86	68.15%	27.84	78.52%	25.32

REPORTED MISSES (Monthly)

	<u>James City County</u>	<u>Poquoson</u>	<u>Williamsburg</u>	<u>York County</u>	<u>Total</u>
January 2016	20	5	2	15	42
February 2016	30	3	8	16	57
March 2016	20	1	14	24	59
April 2016	25	0	19	13	57
May 2016	21	2	14	26	63
June 2016	34	4	21	17	76
July 2016	57	8	14	61	140
August 2016	60	9	32	113	214
September 2016	41	2	14	85	142
October 2016	34	1	11	50	96
November 2016	32	11	9	39	91
December 2016	18	6	7	40	71
January 2017	34	7	8	31	80
February 2017	41	1	10	40	92
March 2017	53	2	9	24	88
April 2017	19	1	6	18	44
May 2017	18	0	10	22	50
June 2017	25	3	3	33	64
July 2017	40	6	9	54	109
August 2017	36	3	11	35	85
September 2017	34	3	9	23	69
October 2017	34	5	10	24	73
November 2017	30	3	3	44	80
December 2017	31	5	7	30	73
January 2018 as of 1/23	34	1	2	35	72
AVERAGE	33	4	10	36	83
Acceptable Performance Standards	31	10	6	28	75

Drop Off Recycling
FY 18 Cost Summary

	Essex	James City	King William	King & Queen	Mathews	Middlesex	York	Total
Budget								
Container Rental	\$7,920	\$9,552	\$6,336	\$6,336	\$1,584	\$6,336	\$1,584	\$39,648
Pull Costs	\$18,130	\$12,227	\$15,179	\$6,746	\$14,757	\$25,298	\$4,216	\$96,552
Administrative Fees	\$3,104	\$2,595	\$2,564	\$1,559	\$1,947	\$3,770	\$691	\$16,230
Material Revenue	\$14,875	\$14,419	\$8,510	\$4,151	\$9,082	\$13,320	\$4,428	\$68,785
Total Costs and Fees	\$14,280	\$9,956	\$15,568	\$10,490	\$9,206	\$22,083	\$2,063	\$83,646
To Date (through December 2017)								
Container Rental	\$3,960	\$4,776	\$3,168	\$3,168	\$792	\$3,168	\$792	\$19,824
Pull Costs	\$9,908	\$5,270	\$8,011	\$4,005	\$7,378	\$13,913	\$1,897	\$50,384
Administrative Fees	\$1,552	\$1,298	\$1,282	\$780	\$974	\$1,885	\$346	\$8,115
Total Costs and Fees	\$15,420	\$11,344	\$12,461	\$7,953	\$9,144	\$18,966	\$3,035	\$78,323
Material Revenue <i>(received as of 1/23/18)</i>	\$6,741	\$9,712	\$3,112	\$1,787	\$3,413	\$5,745	\$1,652	\$32,163
Net Costs and Fees	\$8,044	\$1,355	\$9,085	\$5,931	\$5,438	\$13,231	\$1,705	\$44,790
Anticipated								
Container Rental	\$7,920	\$9,552	\$6,336	\$6,336	\$1,584	\$6,336	\$1,584	\$39,648
Pull Costs	\$20,027	\$10,330	\$15,600	\$7,800	\$14,968	\$27,827	\$4,427	\$100,978
Administrative Fees	\$3,104	\$2,595	\$2,564	\$1,559	\$1,947	\$3,770	\$691	\$16,230
Total Costs and Fees	\$31,051	\$22,477	\$24,500	\$15,695	\$18,499	\$37,933	\$6,702	\$156,856
Material Revenue	\$11,217	\$13,487	\$5,578	\$3,325	\$6,256	\$9,588	\$2,136	\$51,587
Net Costs and Fees	\$19,834	\$8,990	\$18,922	\$12,370	\$12,243	\$28,345	\$4,566	\$105,269
Variance from Budget	\$5,554	-\$966	\$3,354	\$1,880	\$3,037	\$6,262	\$2,503	\$21,623

**Curbside Recycling
Monthly Statistics
FY 18**

	JCC		POQUOSON		WILLIAMSBURG		YORK	
	Set Out Rate	Pounds Per Stop	Set Out Rate	Pounds Per Stop	Set Out Rate	Pounds Per Stop	Set Out Rate	Pounds Per Stop
July	72.38%	25.79	83.67%	21.29	69.14%	28.25	78.75%	27.01
August	73.19%	24.83	83.44%	24.42	67.16%	27.43	78.29%	23.62
September	72.82%	26.05	82.15%	24.35	72.66%	30.26	78.98%	24.45
October	71.62%	25.10	81.44%	23.49	68.63%	26.64	78.31%	22.81
November	69.45%	26.63	80.15%	24.89	67.62%	25.87	76.27%	25.04
December	69.73%	28.44	78.93%	27.19	67.07%	30.91	76.60%	25.79
January	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
February	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
March	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
April	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
May	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
June	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Average	72.79%	25.31	83.56%	22.86	68.15%	27.84	78.52%	25.32

Drop Off Recycling

Total Weights (Pounds)

FY 17

	Paper	Container
July	254,160	97,800
August	33,500	122,380
September	168,900	90,080
October	75,040	81,380
November	93,480	74,180
December	134,580	90,960
January	102,120	82,900
February	108,420	80,260
March	66,220	83,000
April	170,720	76,740
May	158,560	88,490
June	100,060	108,880
Totals	1,465,760	1,077,050

FY 18

	Paper	Container
July	155,560	116,820
August	57,900	98,740
September	127,540	98,080
October	126,920	69,040
November	80,440	83,220
December	161,716	96,960
January	0	0
February	0	0
March	0	0
April	0	0
May	0	0
June	0	0
Totals	710,076	562,860

Item No. 4 Agreements for Solid Waste Disposal Services and Recycling Services

Background:

VPPSA has provided solid waste disposal services to the Middle Peninsula Counties through agreements with privately operated regional landfills since 1993.

In April 2012, after a competitive procurement process, VPPSA entered into agreements with the following for Solid Waste Disposal Services and Recycling Services:

- BFI Waste Systems of Virginia, LLC
- County Waste, LLC
- Waste Management Disposal Services of Virginia, Inc

The agreements were all two-year agreements with provisions for two two-year renewals. All agreements were renewed in 2014 and 2016 and expire June 30, 2018.

A Request for Proposals (RFP) for Solid Waste Disposal Services and Recycling Services for the Middle Peninsula Counties was issued in December 2017. In response to the RFP, four proposals were received as follows:

- BFI Waste Systems of Virginia, LLC
- County Waste, LLC
- TFC Recycling
- Waste Management Disposal Services of Virginia, Inc.

Price proposals are as follows:

BFI Waste Systems of Virginia, LLC

July 1, 2018 to June 30, 2020

The Operator will charge the Authority \$22.25 for disposal service for all Acceptable Waste delivered to the Facility.

No offer was made for recycling services

County Waste, LLC

July 1, 2018 to June 30, 2020

The Operator will charge the Authority \$49.00 for disposal service for all Acceptable Waste delivered to the Facility.

The Operator will accept and pay the Authority \$10.00 per ton for all clean Recyclable Materials delivered to the Facility by the Authority.

TFC Recycling

July 1, 2018 to June 30, 2020

The Operator will accept and charge the Authority \$110.00 per ton for all clean Recyclable Materials with glass delivered to the Facility by the Authority.

The Operator will accept and charge the Authority \$45.00 per ton for all clean Recyclable Materials without glass delivered to the Facility by the Authority.

No offer was made for solid waste disposal services

Waste Management Disposal Services of Virginia, Inc

July 1, 2018 to June 30, 2019

With Delivery of less than 25,000 tons per year

The Operator will charge the Authority \$24.00 per ton for disposal service for all Acceptable Waste delivered to the Facility.

With Delivery of more than 25,000 tons per year

The Operator will charge the Authority \$23.25 per ton for disposal service for all Acceptable Waste delivered to the Facility.

At any delivery rate

The Operator will accept all clean Recyclable Materials delivered to the Facility by the Authority at no charge.

July 1, 2019 to June 30, 2020

With Delivery of less than 25,000 tons per year

The Operator will charge the Authority \$24.25 per ton for disposal service for all Acceptable Waste delivered to the Facility.

With Delivery of more than 25,000 tons per year

The Operator will charge the Authority \$23.50 per ton for disposal service for all Acceptable Waste delivered to the Facility.

At any delivery rate

The Operator will accept all clean Recyclable Materials delivered to the Facility by the Authority at no charge.

Proposals for Solid Waste Disposal services were based on delivery of waste to the offeror's facility. Proposals for Recycling services were based on delivery of clean recyclables

to the offeror's facility. Proposals were solicited with and without glass included in the recyclable materials. All proposals were evaluated based on the criteria included in the RFP. Based on the evaluations, BFI Waste Systems of Virginia, LLC, County Waste, LLC and Waste Management Disposal Services of Virginia, Inc. were selected to proceed in the procurement process.

Sample Agreements were included in the RFP and proposers were required to provide any suggested revisions to the Agreement. No comments were received.

Service Agreements between the counties of Essex, King William, Mathews and Middlesex and VPPSA will also need to be executed. A sample Service Agreement is attached.

Recommended Actions:

Approve the Agreement for Solid Waste Disposal Services and, with revisions authorized by legal counsel, authorize the Executive Director to execute Agreements with:

- BFI Waste Systems of Virginia, LLC
- County Waste, LLC
- Waste Management Disposal Services of Virginia, Inc.

Approve Service Agreements for Solid Waste Disposal Services between the Counties of Essex, King William, Mathews and Middlesex for distribution to the communities and, with revisions authorized by legal counsel, authorize the Executive Director to execute the Service Agreements.

**Agreement for Solid Waste Disposal and Recycling Services
Between the
Virginia Peninsulas Public Service Authority
And
Disposal Facility Operator**

THIS AGREEMENT is made as of February 3, 2018, by and between the Virginia Peninsulas Public Service Authority, ("Authority") a public entity politic and corporate, and Disposal Facility Operator ("Operator")

WHEREAS, the Authority desires to use solid waste disposal and recycling services offered by the Operator for the disposal of waste from its member communities; and

WHEREAS, the Operator desires to provide solid waste disposal and recycling services to the Authority;

NOW THEREFORE, the Authority and the Operator do hereby agree as follows:

Section 1. Definitions:

For the purposes of this Agreement, the following terms shall apply. Terms not otherwise defined shall have meanings consistent with the Virginia Department of Environmental Quality Solid Waste Management Regulations:

Acceptable Waste: All waste except Unacceptable Waste including solid waste, construction/demolition waste, sludge, land clearing debris, brush, scrap metal, and split tires.

Disposal Facility: The Disposal Facility, located in Virginia and operated by the Operator.

Member Communities: The counties of Essex, King William, Mathews and Middlesex and other Authority members that may need disposal services, which will enter into agreements with the Authority for disposal of solid waste at the Disposal Facility.

Recyclable Materials: Glass bottles and jars, metal cans, aluminum foil products, Number 1 through 7 plastic bottles and jugs. Glass bottles shall include clear, brown and green bottles and jars. Metal cans shall include aluminum, steel, bimetal and tin cans. ***If recycling services are included***

Unacceptable Waste: Any waste Operator is prohibited from accepting and disposing of at the Disposal Facility by applicable laws, regulations, ordinances, permits, conditions or by contract with the host community.

Section 2. Term of Agreement:

The term of this Agreement shall commence on July 1, 2018, and shall end on June 30, 2020. The Agreement may be extended for two additional two year terms thereafter until June 30, 2024, by the written agreement of both parties.

Section 3. Scope of Services:

The Operator shall accept all Acceptable Waste delivered to the Disposal Facility by (i) the Authority, its agents or contractors, (ii) the Member Communities, their agents or contractors, or, (iii) from any person or entity delivering Acceptable Waste which is pre-approved by the Authority upon notice to Operator by the Authority, subject to the daily volume limitations in any permit for the Disposal Facility and/or the Operator's contract with the host community pursuant to which the Disposal Facility is operated.

All trucks entering and leaving the Disposal Facility to dispose of waste from or on behalf of the Authority shall be weighed at the entrance to the Disposal Facility. The Operator shall maintain detailed records listing the name of each hauler, the County of origin of the waste, the date of delivery, the quantity, the type of waste delivered and the vehicle identification number for each load of waste delivered to the Disposal Facility from the Authority.

Section 4. Disposal Fees:

The Authority shall pay disposal fees to the Operator for waste delivered or caused to be delivered to the Disposal Facility in accordance with the Schedule of Fees included in Exhibit A.

The Authority shall pay disposal fees to the Operator / receive payment from the Operator for Recyclable Materials delivered or caused to be delivered to the Disposal Facility in accordance with the Schedule of Fees included in Exhibit A. ***If recycling services are included***

Fees shall be determined based on the actual weight and the corresponding unit cost included in the Schedule of Fees.

Section 5. Payment:

The Operator will send invoices to the Authority monthly (with the last day of the month being the last day of the billing period) for all Acceptable Waste that the Authority delivers or causes to be delivered to the Disposal Facility.

The invoice shall list all loads including date of delivery, hauler, vehicle identification number, county of origin, quantities, type of waste and total cost.

The Authority will make payment within thirty (30) days of receipt of a correct invoice

Section 6. Title to Solid Waste:

The Operator shall follow its standard operating procedures with respect to inspection of vehicles entering the Disposal Facility to assure that Unacceptable Wastes are not allowed into the Disposal Facility. Any Unacceptable Wastes that are found in the screening process shall be removed from the Disposal Facility immediately by the driver of the vehicle. Any Unacceptable Waste delivered to the Disposal Facility by the Authority or pursuant to this Agreement discovered after delivery shall, upon the request of Operator, be collected and removed from the Disposal Facility by the hauler that delivered such waste. The Operator shall obtain title to any and all Acceptable Waste, after it has been deposited at the Disposal Facility, and the Operator shall bear the risk of loss or damage to any property or injury to or death of any person caused by such Acceptable Waste. All Acceptable Waste shall be deemed to have been accepted by and title to the waste passed to the Operator when it has been removed from the disposal vehicle at the Disposal Facility and the vehicle has left the Disposal Facility. Operator shall never be deemed to have accepted or taken title to Unacceptable Waste. This provision shall not prevent the Operator from pursuing any remedies at law or in equity against the hauler who may deliver Unacceptable Wastes to the Disposal Facility.

Section 7. Liability Insurance:

The contractor shall obtain and maintain throughout the term of this Agreement, at contractor's sole cost and expense, not less than the insurance coverage set forth below:

Workers Compensation & Employer's Liability

Coverage A – Statutory Requirements
Coverage B - \$100,000/\$100,000/\$500,000
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement
Waiver of Subrogation

Automotive Liability, Including Owner, Non-Owned, & Hired Car Coverage

Limits of Liability =
Bodily Injury -\$1,000,000 each occurrence
OR
Property Damage -\$1,000,000 each occurrence

Commercial General Liability

Limits of Liability =
Bodily Injury -\$1,000,000 each occurrence
OR
Property Damage -\$1,000,000 each occurrence
Including:
A. Completed operation / products
B. Contractual liability for specified agreements
C. Personal injury
D. (XCU) explosion, collapse, and underground coverage
E. Broad form property damage

Note: To satisfy the requirements of "D" above, the classification code numbers appearing on the comprehensive general liability coverage parts shall include the symbols "X-C-U".

Excess Liability

Bodily Injury
OR -\$10,000,000 each occurrence
Property Damage

The contractor shall deliver to the Authority, prior to the execution date of this Agreement, Certificates of Insurance from carriers licensed in the Commonwealth of

Virginia acceptable to the Authority for the limits specified above. The Commercial General Liability policy shall name the authority and the member jurisdictions of the Authority as additional insured on a primary basis, not contributing with and not excess of coverage, which the Authority or member jurisdictions may carry. In addition, the insurer shall agree to give the Authority thirty (30) days written notice of its decision to cancel, change, or fail to renew coverage.

Section 8. Compliance with Laws:

The Operator, its employees, agents and subcontractors shall operate the Disposal Facility and shall perform all other obligations herein in accordance with all federal, state and local laws, rules, regulations and ordinances now in effect or enacted during the term of this Agreement, including the requirements, rules and regulations of the Virginia State Health Department and the Department of Environmental Quality, the ordinances of and its contract with the county in which the Disposal Facility is located and the terms thereof, and any applicable permits. Where this Agreement imposes more stringent requirements than those established by the applicable state and federal permitting agencies, the provisions of this Agreement shall govern.

Section 9. Change in Law:

If changes not reasonably foreseen as of the date hereof in laws, regulations or permit conditions increase Operator's costs of providing services hereunder, the Authority and Operator agree to enter into good faith negotiations to increase the fees payable by the Authority hereunder but only by an amount necessary to offset the actual increase in Operator's cost due to the change in law, regulation or permit condition, which agreement will not be unreasonably withheld. If the Authority and Operator cannot agree on such increased fees, either party may terminate this Agreement upon sixty (60) days written notice

Section 10. Indemnification:

The Operator shall indemnify and hold harmless the Authority, and its directors, officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorneys' fees, of whatever kind or nature arising out of or resulting from the Operator's providing or failing to provide any construction, products, goods or services required hereunder, including but not limited to any claim, damage,

loss or expense, that is attributable to bodily injury to or destruction of tangible property, including loss of use resulting therefrom, or to economics; provided however, that Operator's indemnification obligation hereunder shall be limited to claims, damages, losses and expenses caused by any negligent act or omission of Operator or any subcontractor of Operator. Bringing of a suit on one or more causes of action will not prejudice or bar subsequent suits on any other causes of action, whether it occurred before or after the first suit.

The Operator's indemnification obligation with respect to any and all claims by any employee or statutory employee of the Operator, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts the Operator or subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Operator or any subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Operator or any subcontractor under Worker's Compensation Acts, Disability Benefits acts or other Employee Benefit Acts.

To the extent allowable by applicable law, the Authority shall indemnify, defend and hold harmless the Operator, its affiliates, and its and their directors, officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorneys' fees, of whatever kind or nature arising out of or resulting from the inclusion of Unacceptable Waste with the waste materials delivered to Operator hereunder.

Section 11. Compliance with Equal Opportunity:

During the performance of this contract, the Operator agrees as follows:

- The Operator shall not discriminate against any employee or applicant or employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Operator. The Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- The Operator, in all solicitations or advertisements for employees placed by or on behalf of the Operator, will state that the Operator is an equal opportunity employer.

- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.

The Operator will include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The Operator shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest, agrees to comply with Title VI of the Civil Rights Act of 1964, which is made part of this Agreement by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

Section 12. Drug Free Workplace:

During the performance of this contract, the Operator agrees to (i) provide a drug-free workplace for the Operator's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Operator's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Operator that the Operator maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 13. Immigration Law:

During the performance of this Contract, the contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration and Control Act of 1986.

Section 14. Force Majeure:

If, by reason of force majeure, either party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, and if such party shall give notice and full details in writing of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied on, then the obligations of the party giving such notice, so far as it is affected by such force majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure", as employed herein, shall mean acts of a public enemy, orders of any kind of the government of the United States or the Commonwealth of Virginia or any civil disturbances, earthquakes, floods, fires and storms or other similar natural disasters or a material change in law affecting the ability of the Authority to deliver Solid Waste or the ability of the Operator to provide disposal of Solid Waste.

Section 15. Inspections:

Upon reasonable notice, representatives of the Authority may conduct inspections of the Disposal Facility and the records concerning waste delivered from the Authority to the Disposal Facility during regular business hours.

Section 16. Limitation of the Authority's Liability:

Notwithstanding anything in this Agreement to the contrary, the Authority's obligations under this Agreement are not its general obligations, but are limited obligations payable solely from payments received by the Authority from the respective Member Communities. If the Authority fails to make a payment within sixty (60) days of its due date hereunder because a Member Community has failed to pay the Authority pursuant to the contract between the Authority and the Member Community, the Authority shall be deemed to have assigned its right to payment hereunder to Operator and Operator may bring an action or proceeding in its own name to collect such unpaid amounts.

Section 17. Extent of Agreement:

This Agreement represents the entire and integrated Agreement between the Authority and the Operator and supersedes all prior negotiations, representations of

agreements, either written or oral. The foregoing provisions of this Agreement may be amended only by a written agreement signed by both the Authority and the Operator.

Section 18. Means of Notice:

Whenever notice is required or permitted hereunder from one party to the other, it shall be given in writing and shall be effected by hand delivery or by mailing certified mail to the party to whom given as follows:

If to the Authority: Virginia Peninsulas Public Service Authority
Attention: Executive Director
475 McLaws Circle Suite 3B
Williamsburg, Virginia 23185

With a copy to: Vernon M. Geddy, III
Geddy, Harris, Franck & Hickman
P.O. Box 379
Williamsburg, Virginia 23187

If to the Operator: General Manager
Disposal Facility Operator

With a copy to: _____

or to such persons or addresses as may be designated by notice given pursuant to this paragraph, in writing by one party to the other . Notice by mail shall be deemed to have given notice as of the date it is deposited in the mail, postage prepaid.

Section 19. Law to Govern:

This Agreement is entered into and is to be performed in the Commonwealth of Virginia. The Authority and the Operator agree that the laws of the Commonwealth of Virginia shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretations of this Agreement.

Section 20. Titles of Sections:

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

Section 21. Severability:

The invalidity of one or more of the phrases, sentences, clauses, or section contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated.

Section 22. Assignment:

No assignment of this Agreement, or any right or obligation occurring under this Agreement, shall be made in whole or in part by the Operator or the Authority without the prior written consent of other party, which consent shall not be unreasonably withheld.

Section 23. Subcontracts and Purchase Orders

The obligations set forth in Sections 11 and 12 hereof for Operator to include certain provisions from such Sections in every subcontract or purchase order of over \$10,000 shall only apply to those subcontracts and purchase orders of over \$10,000 that directly relate to Operator's services under this Agreement.

The signatories to this Agreement have been lawfully authorized by their principals to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be signed as of the date above written.

Virginia Peninsulas Public Service Authority

By: _____

Stephen B. Geissler
Executive Director

Disposal Facility Operator

By: _____

Name
Title

DISPOSAL SERVICES AGREEMENT

This DISPOSAL SERVICES AGREEMENT is made as of the _____ day of _____, 2018, between the Virginia Peninsulas Public Service Authority, a political subdivision of the Commonwealth of Virginia formed under the Virginia Water and Waste Authorities Act, Va. Code §15.2-5100 et seq. ("the Authority") and the County of Essex, a political subdivision of the Commonwealth of Virginia (the "Community").

RECITALS

- A. The Authority has contracted for disposal capacity with Disposal Facility operators to establish the right of the Authority and/or its member jurisdictions to deliver or cause to be delivered acceptable solid waste to the selected Disposal Facilities and to establish the costs payable to the Operator for such disposal.
- B. The Authority and the Community are entering into this Agreement to set forth the rights, duties and obligations of the parties with respect to the right to deliver acceptable solid waste to the selected Disposal Facilities and the payment of the costs of such disposal.

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO agree as follows:

ARTICLE I

DEFINITIONS

"Designated Hauler" means any person (other than the Community) who collects solid waste pursuant to a contract with the Community or who is designated in writing to the Authority as a Designated Hauler by the Community.

"Disposal Costs" means all costs paid by the Authority for the disposal of waste at a Disposal Facility, including surcharges and late fees, if any, plus the administrative costs of the Authority allocated to this Authority project by the Board of the Authority in accordance with the Authority's Articles of Incorporation and established policy.

“Disposal Facility” means any solid waste management facility permitted by the Virginia Department of Environmental Quality at which the Authority has contracted for the disposal of solid waste or any Facility owned by the Authority for such purpose.

“Disposal Services Agreement” means any contract between the Authority and the owner/operator of a Disposal Facility providing for the disposal of solid waste by the Authority and/or the Community and/or other member jurisdictions of the Authority at a Disposal Facility

ARTICLE II

TERM

This Agreement shall remain in full force and effect so long as the terms of any of the Disposal Service Agreements referenced in Section 3.1 remain in full force and effect.

ARTICLE III

DISPOSAL SERVICES

Section 3.1 Disposal Service Agreements

The Authority has entered into Agreements for Solid Waste Disposal Services with Waste Management Disposal Services of Virginia, Inc. dated February 2, 2018; BFI Waste Systems of Virginia, LLC dated February 2, 2018 and County Waste, LLC dated February 2, 2018.

Section 3.2 Use of Disposal Facility:

The Community shall have the right, but not the obligation, to deliver or cause to be delivered solid waste generated within the Community to a Disposal Facility, whether such waste is delivered to the Disposal Facility directly by the Authority, the Community or by a Designated Hauler. All such deliveries shall be made strictly in accordance with the terms and conditions of the Disposal Services Agreement for the Disposal Facility in question.

ARTICLE IV

PAYMENTS

Section 4.1 Disposal Costs:

Pursuant to the Disposal Services Agreement, the owner/operator of each Disposal Facility will bill the Authority for all solid waste delivered to the Disposal Facility from the Community unless otherwise agreed between the Authority, the Community and the owner/operator. The Authority shall charge the Community for its Disposal Costs based on the amount of waste generated within the Community delivered to a Disposal Facility. The Authority shall apply all payments received by it hereunder from the Community solely to pay Disposal Costs.

Section 4.2 Payments:

The Authority shall invoice the Community quarterly in advance for disposal services described herein. Unless otherwise agreed by the parties, the amount to be invoiced shall be based on the total annual budget approved for landfill disposal services by the Authority's Board of Directors. Such invoices shall be due and payable within thirty (30) days of receipt or as otherwise agreed between the Authority and the Community.

The Authority will use funds received from the Community to pay the Operator of each Disposal Facility for solid waste delivered to the facility.

The Authority will tabulate total payments received from the Community and total costs paid to the Disposal Facility owner/Operator for waste delivered to the Disposal Facility from the Community. If at the end of the fiscal year the payments received are less than the total Disposal Costs, the Authority will issue to the Community a supplemental invoice equal to the deficit. If at the end of the fiscal year the payments received from the Community are greater than the total Disposal Costs, the difference shall be carried forward to the following fiscal year and held in reserve or credited to the Community as a payment for that fiscal year as directed by the Community.

Section 4.3 Nature of Payments:

Payments of Disposal Costs by the Community hereunder are payments for services rendered and the obligation to make such payments does not constitute a debt of the Community for purposes of constitutional, statutory or charter limitations.

Section 4.4 Books and Records:

The Authority shall maintain all books, records and accounts necessary to record all matters affecting the Disposal Costs paid by or to the Authority. All such books, records and accounts shall be maintained in accordance with generally accepted accounting principles, shall accurately, fairly and in reasonable detail reflect all the Authority's dealings and transactions under this Agreement and shall be sufficient to enable those dealings and transactions to be audited in accordance with generally accepted accounting principles. All such books, records and accounts shall be available for inspection and photocopying by the Community on reasonable notice. All such books, records and accounts shall be kept by the Authority for at least six (6) years or any longer period required by applicable law.

ARTICLE V

DEFAULT

Section 5.1 Events of Default:

It shall be an Event of Default by the Community hereunder if the Community (I) fails to make any payment hereunder when due; (ii) breaches any other provisions of this Agreement which breach is not cured within thirty (30) days of the giving of notice of such breach to the Community by the Authority; (iii) defaults under any provision of any Disposal Services Agreement; or (iv) defaults under any Transfer Station Lease Agreement or Transfer Station Operating Agreement between the Community and the Authority.

It shall be an Event of Default by the Authority hereunder if the Authority breaches any provision of this Agreement which breach is not cured within thirty (30) days of the receipt of notice of such breach by the Authority from the Community.

Section 5.2 Remedies:

If an Event of Default by the Community occurs and is continuing, in addition to all other remedies provided for by law, the Authority may by written notice to the Community terminate the Community's rights to deliver waste to a Disposal Facility pursuant to this Agreement. Notwithstanding such termination, the Community shall pay

to the Authority all Disposal Costs due for waste delivered to a Disposal Facility before termination.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Equal Opportunity:

- a. During the performance of this Agreement, the Authority agrees as follows: The Authority will not discriminate against any employee or applicant for employment because of age, disability, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Authority. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Authority, in all solicitations or advertisements for employees placed by or on behalf of the Authority, will state that such Authority is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Authority will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 6.2 Drug-free Workplace:

During the performance of this contract, the Authority agrees to (i) provide a drug-free workplace for the Authority's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Authority's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Authority that the Authority maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract or purchase order of over \$10,000, so that the provisions will be binding upon each contractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Service Agreement awarded to a Authority, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 6.3 Employment of Unauthorized Aliens:

The Authority does not, and shall not during the performance of any contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Section 6.4 Entire Agreement; Amendments:

This Agreement represents the entire and integrated agreement between the Authority and the Community and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written agreement signed by the Authority and the Community. No amendment shall be made which will adversely affect the prompt payment when due of all monies required to be paid by the Community hereunder, and no such amendment shall be effective which would cause a violation of any provisions of the Indenture or the Bonds.

Section 6.5 Assignment:

No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or part by the Community without the Authority's express written consent.

Section 6.6 Partnership:

Nothing herein shall be construed to constitute a joint venture between Authority and the Community or the formation of a partnership.

Section 6.7 Severability of Invalid Provisions:

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 6.8 Notices:

All notices, invoices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when mailed by first-class mail, postage prepaid, to the address set forth below:

If to the Authority:

Virginia Peninsulas Public Service Authority
475 McLaws Circle, Suite 3B
Williamsburg, Virginia 23185
Attention Executive Director

If to the Community:

County of Essex
P.O. Box 1079
Courthouse Square
Tappahannock, Virginia 22560
Attention: County Administrator

The parties may by notice given under this Section, designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

Section 6.9 Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as of the date above written.

**VIRGINIA PENINSULAS
PUBLIC SERVICE AUTHORITY**

By: _____
Title:_____

COUNTY OF ESSEX

By _____
Title:_____

Item No. 5 Agreements for Debris Clearance, Removal, Reduction and Disposal

Background:

VPPSA has made debris removal, reduction and disposal services available to all member cities and counties through agreements with independent contractors since 2003. In April 2013, after a competitive procurement process, VPPSA entered into agreements with the following for Debris Removal, Reduction and Disposal Services:

- AShBritt, Deerfield Beach, Florida
- Ceres Environmental Services, Sarasota, Florida
- CrowdGulf, Theodore, Alabama
- Phillips and Jordan, Nashville Tennessee

The agreements were all five-year agreements which expire on April 5, 2018.

A Request for Proposals (RFP) for Debris Removal, Reduction and Disposal Services was issued in December 2017. In response to the RFP, four proposals were received as follows:

- AShBritt, Deerfield Beach, Florida
- J. B. Coxwell Contracting, Jacksonville, Florida
- CrowdGulf, Theodore, Alabama
- Phillips and Jordan, Nashville Tennessee

Sample Agreements were included in the RFP and proposers were required to provide any suggested revisions to the Agreement. The Sample Agreement without the exhibits and scope of services is attached.

Service Agreements with all member cities and counties will also need to be executed. A sample Service Agreement is attached.

It is recommended that a review team be appointed and authorized to review the proposals and make selections to enter into agreements. Representatives of Hampton, James City County and York County have expressed interest in being part of the review team. VPPSA staff will also participate in the review.

Recommended Actions:

- Authorize the review team appointed by the Chair to review proposals and make selections to enter into agreements to provide for Debris Removal, Reduction and Disposal Services.
- Authorize the Executive Director to execute agreements for Debris Clearance, Removal, Reduction and Disposal Services, with revisions approved by legal counsel, with the selected offerors.
- Approve Service Agreements for distribution to the communities and, with revisions authorized by legal counsel, authorize the Executive Director to execute the Service Agreements.

SAMPLE CONTRACT

DISASTER DEBRIS CLEARANCE, REMOVAL, REDUCTION & DISPOSAL SERVICES

**VIRGINIA PENINSULAS
PUBLIC SERVICE AUTHORITY**

&

CONTRACTOR, Inc.

This Contract, between the **Virginia Peninsulas Public Service Authority**, (hereinafter referred to as the AUTHORITY) and Contractor, Inc. (hereinafter referred to as CONTRACTOR), whose Federal Employer Identification Number is _____:

Whereas, the AUTHORITY requires the removal, reduction, and disposal of hurricane/ disaster debris in the Peninsulas Area of Hampton Roads. The Peninsulas Area of Hampton Roads is defined as the following cities, counties and agencies:

City of Hampton
City of Poquoson
City of Williamsburg
Essex County
Gloucester County
James City County
King & Queen County
King William County
Mathews County
Middlesex County
York County

Whereas, these cities and counties, hereinafter referred to as the AGENCIES, located north of the James River and west of the Chesapeake Bay, shall be authorized to issue task orders under the terms of this contract.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of the Contract is _____, **2018**

Term of Contract shall be for a five (5) year period, unless otherwise terminated as provided herein. The continuance of the Contract from year to year is contingent upon annual recertification of the CONTRACTOR'S capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc.), logistical (equipment availability, etc.) and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR, a review of the Excluded parties List System for debarment from government contracts, and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in the agreement.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as specifically stated in the Scope of Work (Attachment A) and as may be specifically designated and authorized by the AUTHORITY or by

the AGENCIES. Such authorizations will be referred to as task orders. Each task order form will set forth a specific scope of services, amount of compensation and completion date.

ARTICLE 3 - COMPENSATION

3.1 - GENERAL

The AGENCIES shall pay CONTRACTOR in accordance with Attachment C, Price Proposal, which is attached hereto and incorporated by reference as part of this Contract. If needed, compensation may be negotiated as a lump sum or not to exceed amount on each individual Task Order containing a task covered by the scope of work of this contract but to which Part A of the Price Proposal Forms cannot readily be applied.

CONTRACTOR shall submit a monthly invoice for services rendered. An initial invoice may be submitted two (2) weeks after full mobilization. The manner and frequency of subsequent invoice submittals may be negotiated with the AGENCIES depending upon the completion schedule required. Invoices shall include a statement of progress and appropriate detail to satisfy the AUTHORITY, AGENCIES, and be sufficient to meet FEMA requirement requirements.

Payment of the CONTRACTOR by the AGENCIES is not contingent upon the AGENCIES being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AGENCIES.

Each individual invoice shall be due and payable forty-five (45) days after receipt of correct, fully documented, invoice by the AGENCIES. All invoices shall be delivered as indicated in the task order. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AGENCIES. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AGENCIES. Since this account will thereupon be closed, the CONTRACTOR if not properly included on this final invoice waives any other further charges.

The AGENCIES will retain 5% of the value of the entire project until such time as the project is completed to the AGENCIES' satisfaction and until such time as the CONTRACTOR presents satisfactory evidence of timely payment to subcontractors and material suppliers.

ARTICLE 4 - INSURANCE

During the performance of the Services under this Contract, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Virginia.

Workers Compensation & Employer's Liability

Coverage A – Statutory Requirements

Coverage B - \$100,000/\$100,000/\$500,000

Coverage C - \$100,000/\$100,000 Accident and/or Disease

All States Endorsement
Waiver of Subrogation

Automotive Liability, Including Owner, Non-Owned, & Hired Car Coverage

Limits of Liability =
Bodily Injury -\$1,000,000 each occurrence
OR
Property Damage -\$1,000,000 each occurrence

Commercial General Liability

Limits of Liability =
Bodily Injury -\$1,000,000 each occurrence
OR
Property Damage -\$1,000,000 each occurrence
Including:
A. Completed operation / products
B. Contractual liability for specified agreements
C. Personal injury
D. (XCU) explosion, collapse, and underground coverage
E. Broad form property damage

Note: To satisfy the requirements of "D" above, the classification code numbers appearing on the comprehensive general liability coverage parts shall include the symbols "X-C-U".

Excess Liability

Bodily Injury
OR -\$10,000,000 each occurrence
Property Damage

The contractor shall deliver to the Authority, prior to the execution date of this Agreement, Certificates of Insurance from carriers licensed in the Commonwealth of Virginia acceptable to the Authority for the limits specified above. The Commercial General Liability policy shall name the authority and the member jurisdictions of the Authority as additional insured on a primary basis, not contributing with and not excess of coverage, which the Authority or member jurisdictions may carry. In addition, the insurer shall agree to give the Authority thirty (30) days written notice of its decision to cancel, change, or fail to renew coverage.

The CONTRACTOR shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by the AGENCIES.

ARTICLE 5 – STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and CONTRACTOR shall, at no additional cost to the AGENCIES, re-perform services which fail to satisfy the foregoing standard of care.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 – INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the AGENCIES and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the AGENCIES, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AGENCIES, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the AGENCIES or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the AGENCIES, or its agents, employees or representatives.

6.3 SURVIVAL

Upon completion of all Services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The AGENCIES shall have no right to supervise the methods used, but the AGENCIES shall have the right to observe such performance. CONTRACTOR shall work closely with the AGENCIES in performing Services under this Contract.

The CONTRACTOR shall not pledge the AGENCIES' credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The

CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. The CONTRACTOR will be familiar with the business and contractor licensing requirements of each of the AGENCIES and will comply with each of these requirements individually.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The CONTRACTOR will be required to comply with the local regulatory requirements of each of the AGENCIES.

ARTICLE 10 - SUBCONTRACTING

The CONTRACTOR will submit to any AGENCY issuing them a task order a list of all subcontractors intended to be used. This list will be updated whenever a change occurs. The AGENCIES reserve the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to review the capabilities of any subcontractor to perform properly under this agreement. Rejection of any subcontractor will be based on, but not limited to, negative references, insufficient resources, conviction of a Public Entity Crime, or review of the Excluded parties List System for debarment from government contracts.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the AGENCIES.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AGENCIES are exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AGENCIES will provide an exemption certificate to the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AGENCIES, nor shall the CONTRACTOR be authorized to use the AGENCIES' Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY and the AGENCIES under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the AUTHORITY and the AGENCIES.

ARTICLE 13 - AGENCIES' RESPONSIBILITIES

AGENCIES shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the AGENCIES.

ARTICLE 14 - TERMINATION OF CONTRACT

This Contract may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY or the AGENCIES to perform in accordance with the terms of the Contract through no fault of the CONTRACTOR. It may also be terminated by the

AUTHORITY with or without cause immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S and the AGENCIES' satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by AUTHORITY, the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AGENCIES.
- d. Continue and complete all parts of the work that have not been terminated

The CONTRACTOR shall be paid for services actually rendered to the date of termination and for any reasonable costs incurred.

ARTICLE 15 - UNCONTROLLABLE FORCES

The AUTHORITY, AGENCIES, and CONTRACTOR shall not be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of

performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, with the exception of those events that trigger the activation of this Contract.

The parties shall not, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 16 - GOVERNING LAW AND VENUE

The laws of the Commonwealth of Virginia shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in the Hampton Roads Area and the Contract will be interpreted according to the laws of Virginia.

ARTICLE 17 - NON-DISCRIMINATION / DRUG FREE WORKPLACE / COMPLIANCE WITH IMMIGRATION LAW

(a) Employment discrimination by CONTRACTOR shall be prohibited. During the performance of this Contract, CONTRACTOR agrees as follows:

(i) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state that CONTRACTOR is an equal opportunity employer.

(iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

(iv) CONTRACTOR will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(b) During the performance of this Contract, CONTRACTOR agrees as follows:

(i) CONTRACTOR will provide a drug-free workplace for CONTRACTOR'S employees.

(ii) CONTRACTOR will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(iii) CONTRACTOR will state in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR that CONTRACTOR maintains a drug-free workplace.

(iv) CONTRACTOR will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(c) During the performance of this Contract, the CONTRACTOR shall not knowingly employ an unauthorized alien as defined in the federal Immigration and Control Act of 1986

ARTICLE 18 - WAIVER

A waiver by the AUTHORITY, AGENCIES, or CONTRACTOR of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

ARTICLE 20 - ENTIRETY OF CONTRACT

The AUTHORITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 21 - MODIFICATION

The Contract may not be modified unless such modifications are evidenced in writing signed by both the AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Contract without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 23 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The

AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 26 - ACCESS AND AUDITS

CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment to the AGENCIES by the Federal Emergency Management Agency. The AUTHORITY and AGENCIES shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business. The AUTHORITY and the AGENCIES shall notify CONTRACTOR of the date of receipt of final payment.

ARTICLE 27 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the Authority

Virginia Peninsula Public Service Authority
Attention: Executive Director
475 McLaws Circle Suite 3B
Williamsburg VA, 23185

As to the CONTRACTOR

CONTRACTOR, Inc.

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR, AUTHORITY and AGENCIES.

ARTICLE 28 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of the Purchasing Administrator, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Contract.

ARTICLE 29 - KEY PERSONNEL

CONTRACTOR shall notify the AUTHORITY and the AGENCIES in the event of key personnel changes, which might affect this Contract. Notification shall be made within ten (10) days of said changes. The AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Operations Manager
Operations Supervisors

ARTICLE 30 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Contract shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the AUTHORITY and the AGENCIES.

ARTICLE 31 - ESCALATION CLAUSE

The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Contract, the CONTRACTOR may adjust the unit prices. If an increase in unit prices is requested, that increase cannot exceed 3% annually or the United States Department of Labor Statistics, Consumer Price Index for the South Area Class b/c, Transportation. The AUTHORITY may reject the escalation and terminate the contract under Article 14.

ARTICLE 32 - ORDER OF CONTRACT ACTIVATION

The AUTHORITY intends to enter into multiple standby Contracts. The AUTHORITY reserves the right to award more or less contracts, as appropriate. This Contract is one of those standby Contracts and will be activated as needed. The number of Contracts that are activated will be based on the magnitude and complexity of the AGENCIES post disaster needs.

ARTICLE 33 - TASK ORDER/PERFORMANCE

Task orders shall be executed bilaterally and the scope of services and format of task order(s) shall be mutually agreed to by the CONTRACTOR and the AGENCIES. Performance will be measured by the metrics established in each task order. After 1/3 and again after 2/3 of the stipulated number of days of work in the task order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AGENCIES for review and acceptance. A final written report will be provided to the AGENCY within two weeks following the completion of all work under any task order. The AGENCIES shall have the right to correct for vendor default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each task order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

The AUTHORITY shall issue the first task order for a disaster. This task order will indicate which AGENCIES may issue additional task orders under this agreement.

ARTICLE 34 - BONDS

CONTRACTOR shall maintain a Proposal Bond, or alternate security, in the amount of \$500,000. Certified check, an irrevocable letter of credit or submission of a Proposal Bond, completed and signed by all required parties, and submitted on the AUTHORITY, is required.

This Proposal Bond will remain in effect for a period of five (5) years from the effective date of the contract, including those periods when performance and payment bonds are also in effect. If the CONTRACTOR fails to supply Performance and Payment Bonds, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract. Initial Task Orders issued by AGENCIES under this Contract will require execution within five (5) days of Performance and Payment Bonds in the specified amount therein. The amount specified will be determined based upon the "best available information" estimate of the volume of debris, and the associated costs for removal, reduction and disposal operations. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which the CONTRACTOR or a subcontractor is liable. Task Orders will specify the amount of payment and performance bonds. AGENCIES have the option to forego performance bonds and any Task Order will so specify.

The CONTRACTOR shall submit requests for payment for the premium cost of these initial Performance and Payment Bond penal sum amounts, with the first CONTRACTOR invoice submitted for work performed and accepted by the AGENCIES. In order that the AGENCIES make payment only for the actual, final premium cost of the penal sums of the Performance and Payment Bonds, the CONTRACTOR shall submit a final invoice for payment for services performed. The final invoice will indicate the original estimated contract amount and the final contract amount with the Performance and Payment Bonds premium cost associated with the difference. This could result in an additional charge or in a refund depending upon the final contract amount. The AGENCIES shall pay the CONTRACTOR or the CONTRACTOR shall

refund the difference between the actual premium associated with the final penal sum amount of the Performance and Payment Bonds and the premium associated with the initial Performance and Payment Bonds paid with the first invoice.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written in to Article 1 counterparts and referenced attachments or exhibits each of which shall for all purposes be deemed an original.

VIRGINIA PUBLIC SERVICE AUTHORITY

BY: _____
Executive Director

CONTRACTOR, INC

BY: _____
Title

**Debris Removal, Reduction, and Disposal Services
For
Hurricanes and Other Disasters
Service Agreement**

This Service Agreement for Debris Removal, Reduction, and Disposal Services for Hurricanes and other Disasters is made this _____ day of _____, 2018, between the VIRGINIA PENINSULAS PUBLIC SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia formed under the Virginia Water and Waste Authorities Act, VA. Code §15.2-5100 et seq. (the “Authority”), and the CITY OF POQUOSON, a municipal corporation of the Commonwealth of Virginia (the “Community”).

RECITALS

- A. The Authority was formed for the purpose of developing regional refuse collection, waste reduction, and disposal alternatives with the ultimate goal of acquiring, financing, constructing and/or operating and maintaining a regional residential, commercial and industrial garbage and refuse collection and disposal system or systems.
- B. The member jurisdictions of the Authority are the cities of Hampton, Poquoson and Williamsburg and the counties of Essex, James City, King and Queen, King William, Mathews, Middlesex and York.
- C. The Authority desires to make debris removal, reduction and disposal services for hurricanes and other disasters available to the member jurisdictions, the County of Gloucester and the Virginia Department of Transportation.
- D. The Authority has entered into agreements dated February 2, 2018 with TBD, (the “Contractor” or “Contractors”) to provide debris removal, reduction, and disposal services for hurricanes and other disasters.
- E. The Community desires to retain the Authority as an independent contractor to provide debris removal, reduction, and disposal services for hurricanes and other disasters for the Community through its Agreements with the Contractors. The Community and the Authority are entering into this Agreement to set forth the rights, duties, and obligations of the parties with respect to the services.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

TERM

The term of this Agreement shall coincide with the Term of the Agreements for Debris Removal, Reduction, and Disposal Services for Hurricanes and Other Disasters dated February 2, 2018 between the Authority and the Contractors.

ARTICLE II

SERVICES

Section 2.1. Authority as Service Provider: The Community hereby retains the Authority to provide debris removal, reduction and disposal services for hurricanes and other disasters, and the Authority hereby agrees to provide said services in accordance with and subject to the terms and conditions of this Agreement and the Agreements for Debris Removal, Reduction and Disposal Services for Hurricanes and Other Disasters and any amendments to the Agreements approved by the Authority's Board of Directors.

Section 2.2. Use of Contractor: The Community and the Authority hereby agree that the Authority will use one or more of the Contractors, as selected by the Community, to provide the services.

Section 2.3. Authorization to Provide Services: When services are required, the Authority will notify the Contractor or Contractors of the intent to use the services of the Contractor(s). The Contractor or Contractors will receive authorization to provide services through task orders issued and executed by the Community. Each task order shall set forth a specific scope of services, amount of compensation, and completion date for the authorized service.

ARTICLE III

RESPONSIBILITIES OF THE COMMUNITIES

Section 3.1. Identification of sites: The Community shall be responsible to identify sites that can be used for the temporary storage and reduction of debris that is collected by the Contractor or Contractors. Sites may be within the borders of the Community or in adjacent communities.

Section 3.2. Assignment of Personnel: The Community shall assign appropriate personnel to serve as the representative of the Community and to act on behalf of the Community.

ARTICLE IV

COMPENSATION

Section 4.1. Payment for Services: Payment will be made by the Community directly to the Contractor or Contractors for any work performed by the Contractor or Contractors as a result of issuance of a task order. Payment by the Community shall not be contingent upon reimbursement by the Federal Emergency Management Agency (FEMA) or any other state or federal agency. The Community shall be responsible for compiling all information and preparing all documentation for reimbursement from any state or federal agency.

Section 4.2. Administrative Fees: The Community agrees to pay an administrative fee for the services provided by the Authority whenever the Authority activates an Agreement with a Contractor or Contractors on behalf of the Community as described in Section 2.3. The administrative fee payable to the Authority will be \$2,000 for each event in which Agreements are activated plus a share of direct costs incurred by the Authority for each event as determined by the Authority's Board of Directors. The direct costs shall include but not be limited to overtime pay, advertising, printing, postage, and office supplies.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1. Records: The Authority shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements.

The Authority shall maintain any and all ledgers, books of account, invoices, vouchers, and cancelled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the Authority for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor or Contractors pursuant to this Agreement.

The Authority shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any

longer period required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the Community. The records shall be available at the Authority's address indicated for receipt of notices in this Agreement or at such other location as designated in writing by the Authority.

Section 5.2. Equal Opportunity: During the performance of this contract, the Authority agrees as follows:

A. The Authority will not discriminate against any employee or applicant for employment because of age, disability, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Authority. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Authority, all solicitations or advertisements for employees placed by or on behalf of the Authority, will state that such Authority is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Authority will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 5.3. Drug Free Workplace: During the performance of this contract, the Authority agrees as follows:

During the performance of this contract, the Authority agrees to (i) provide a drug-free workplace for the Authority's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Authority's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Authority that the Authority maintains a drug-free workplace; and (iv)

include the provisions of the foregoing clauses in every contract or purchase order of over \$10,000, so that the provisions will be binding upon each contractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Service Agreement awarded to a Authority, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 5.3. Immigration Law: During the performance of this Contract, the Authority shall not knowingly employ an unauthorized alien as defined in the federal Immigration and Control Act of 1986.

ARTICLE VI

TERMINATION AND DEFAULTS

Section 6.1. Termination: This Agreement may be terminated by either party hereto upon one years prior written notice to the other.

Section 6.2. Defaults: Each of the following shall constitute an Event of Default hereunder:

- A. Failure by the Community to pay any amount due hereunder when due;
- B. Breach by either party of any other term or condition hereof which breach is not remedied within thirty (30) days the giving of notice of such breach by the non-defaulting party; provided, however, that if the defaulting party has commenced action to cure such default within such thirty-day (30) period and thereafter diligently pursues such cure to completion, such party shall not be deemed to have defaulted hereunder.

Section 6.3. Remedies: If an Event of Default by either party has occurred and is continuing, the non-defaulting party, in addition to any other remedies it may have at law or in equity, may immediately terminate this Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Entire Agreement; Amendments: This Agreement represents the entire and integrated agreement between the Authority and the Community and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written agreement signed by the Authority and the Community.

Section 7.2. Assignment: No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or partly by either party without the other party's express written consent.

Section 7.3. Partnership: Nothing herein shall be construed to constitute a joint venture between the Authority and any Community or the formation of a partnership.

Section 7.4. Severability of Invalid Provisions: If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 7.5. Notices: All notices, invoices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when mailed by first-class mail, postage prepaid, to the address set forth below:

If to the Authority:

Virginia Peninsulas Public Service Authority
Attention: Executive Director
475 McLaws Circle Suite 3B
Williamsburg, Virginia 23185

If to the Community:

City of Poquoson
Attention City Manager
500 City Hall Avenue
Poquoson, Virginia 23662

The parties may by notice given under this Section, designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

Section 7.6. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as of the date above written.

**VIRGINIA PENINSULAS
PUBLIC SERVICE AUTHORITY**

By: _____

Title: _____

CITY OF POQUOSON

By: _____

Title: _____

Item No. 6 Permitting and Construction and Bid Documents for the Middle Peninsula Vehicle Maintenance Building and Field Office

Background:

Work has been proceeding on a vehicle maintenance building for the Middle Peninsula for a number of years. Draper Aden has recently completed preliminary plans, cost estimates and a project development schedule. At the January 19, 2018, meeting of the Middle Peninsula Oversight Committee, the results of this phase of the work was presented including the following.

- Site plan showing building location, site entrance, drainfield location, stormwater BMP and perimeter fencing.
- Building floor plan, elevations, and perspective views showing maintenance bays, wash bays, vehicle access doors to maintenance bays and office details including space for offices, dispatch area, kitchenette, training room and rest rooms, showers and lockers
- Project Cost Estimates
- Development Schedule
- Funding Proposal

The Committee agreed to move forward with the project to include the following tasks.

- Geotechnical Investigation for Design
- Preparation of Construction Plans and Specifications and Bid Documents
- Permitting
- Bidding

The decision to proceed with construction will be made after receipt of bids.

The Committee agreed that funding for design, permitting and construction will come from the following sources:

- Board designated Vehicle Maintenance Facility Fund
- Transfer System and Convenience Center Project Fund Balances
- Return of payments made to Essex, King and Queen and Mathews from Project Fund Balances designated for the Vehicle Maintenance Facility
- Transfer of funds from Landfill Disposal Project.

VPPSA Staff and Draper Aden are finalizing the details of Task Order Number 2 and the proposed Task Order will be forwarded for review before the Board meeting.

Recommended Actions:

Authorize the Executive Director to Execute Task Order Number 2 with Draper Aden

Item No. 7 General Assembly – Legislative Update

Background:

Attached is an update for legislation being considered by the General Assembly that could have some impact on solid waste management and recycling in Virginia.

Recommended Action:

No action required

2018 SESSION

SB 139 Chesapeake Bay Watershed; imposes a tax on plastic bags provided to customers in certain localities.

Introduced by: J. Chapman Petersen | all patrons ... notes | add to my profiles

SUMMARY AS INTRODUCED:

Plastic bag tax in the Chesapeake Bay Watershed. Imposes a five-cent per bag tax on plastic bags provided to customers by certain retailers in localities located wholly within the Chesapeake Bay Watershed and directs revenues to be used to support the Chesapeake Bay Watershed Implementation Plan. The bill also allows every retailer that collects the tax to retain one cent of the five-cent tax.

FULL TEXT

[12/27/17 Senate: Prefiled and ordered printed; offered 01/10/18 18101643D](#) pdf | impact statement

HISTORY

[12/27/17 Senate: Prefiled and ordered printed; offered 01/10/18 18101643D](#)

[12/27/17 Senate: Referred to Committee on Finance](#)

[01/17/18 Senate: Failed to report \(defeated\) in Finance \(4-Y 11-N\)](#)

2018 SESSION

INTRODUCED

18101643D

1 **SENATE BILL NO. 139**

2 Offered January 10, 2018

3 Prefiled December 27, 2017

4 A BILL to amend the Code of Virginia by adding in Chapter 38 of Title 58.1 an article numbered 7.2,
5 consisting of a section numbered 58.1-3835, relating to plastic bag tax in the Chesapeake Bay
6 Watershed.

7 _____
8 Patron—Petersen

9 _____
10 Referred to Committee on Finance

11 Be it enacted by the General Assembly of Virginia:

12 1. That the Code of Virginia is amended by adding in Chapter 38 of Title 58.1 an article
13 numbered 7.2, consisting of a section numbered 58.1-3835, as follows:

14 Article 7.2.

15 *Chesapeake Bay Watershed Bag Tax.*

16 § 58.1-3835. *Plastic bag tax in Chesapeake Bay Watershed.*
17 A. Beginning July 1, 2018, in localities located wholly within the Chesapeake Bay Watershed a
18 five-cent (\$0.05) tax shall be imposed on disposable plastic bags, whether or not provided free of
19 charge, provided to a consumer of tangible personal property. Such tax shall be collected by retailers in
20 grocery stores, convenience stores, or drug stores, along with the purchase price and all other fees and
21 taxes, at the time the consumer pays for such personal property. Every retailer that collects the tax
22 imposed by this article shall be allowed to retain one cent (\$0.01) from every five cents (\$0.05)
23 collected, provided that such retailer discounts are accounted for in the form of a deduction when
24 submitting the tax return and paying the amount due in a timely manner.

25 B. The tax imposed by this section shall not apply to the following:

26 1. Durable plastic bags, with handles, that are specifically designed and manufactured for multiple
27 reuse;

28 2. Plastic bags used to carry ice cream, meat, fish, poultry, leftover restaurant food, newspapers, or
29 dry cleaning;

30 3. Plastic bags used to carry alcoholic beverages or prescription drugs; and

31 4. Multiple plastic bags sold in packages and intended for use as garbage, pet-waste, or leaf-removal
32 bags.

33 C. The Tax Commissioner shall collect, administer, distribute, and enforce this tax in the same
34 manner that he collects, administers, and enforces the retail sales and use tax under Chapter 6
35 (§ 58.1-600 et seq.), mutatis mutandis. However, the dealer discount provided under § 58.1-622 shall not
36 be allowed. The Tax Commissioner shall develop and make publicly available guidelines implementing
37 the provisions of this section. Such guidelines shall be exempt from the provisions of the Administrative
38 Process Act (§ 2.2-4000 et seq.).

39 The Department shall enforce the provisions of this section.

40 D. Revenues from the tax authorized under this section shall be deposited into the Virginia Water
41 Quality Improvement Fund as established by Article 4 (§ 10.1-2128 et seq.) of Chapter 21.1 of Title
42 10.1 and set aside in a subaccount to fund initiatives to meet the Chesapeake Bay Watershed
43 Implementation Plan.

INTRODUCED

SB139

2018 SESSION

SB 193 Plastic shopping bags, disposable; local option to distribute to consumers.

Introduced by: Mamie E. Locke (by request) | all patrons ... notes | add to my profiles

SUMMARY AS INTRODUCED:

Disposable plastic shopping bags; local option. Allows any locality by ordinance to prohibit the distribution, sale, or offer for sale of disposable plastic shopping bags to consumers. The bill exempts from any such prohibition reusable bags of a certain thickness; bags that are used to carry certain products, such as ice cream or newspapers; and garbage bags that are sold in multiples.

FULL TEXT

[01/01/18 Senate: Prefiled and ordered printed; offered 01/10/18 18102642D](#) pdf | impact statement

HISTORY

[01/01/18 Senate: Prefiled and ordered printed; offered 01/10/18 18102642D](#)

[01/01/18 Senate: Referred to Committee on Local Government](#)

[01/23/18 Senate: Continued to 2019 in Local Government \(13-Y 0-N\)](#)

2018 SESSION

INTRODUCED

18102642D

1 **SENATE BILL NO. 193**

2 Offered January 10, 2018

3 Prefiled January 1, 2018

4 A *BILL* to amend the Code of Virginia by adding in Article 1 of Chapter 9 of Title 15.2 a section
5 numbered 15.2-926.4, relating to disposable plastic shopping bags; local option.

6 Patrons—Locke (By Request) and Lucas; Delegates: Carr, Price and Rodman

7 Referred to Committee on Local Government

8 Be it enacted by the General Assembly of Virginia:

9 1. That the Code of Virginia is amended by adding in Article 1 of Chapter 9 of Title 15.2 a
10 section numbered 15.2-926.4 as follows:

11 *§ 15.2-926.4. Optional ban on providing disposable plastic shopping bags.*

12 Any locality may by ordinance prohibit the distribution, sale, and offer for sale of disposable plastic
13 shopping bags to consumers. No prohibition adopted under the authority of this section shall apply to
14 plastic bags that are (i) specifically designed and manufactured for multiple reuse, exhibiting durable
15 construction, a thickness of at least 2.25 mils, and a pair of handles; (ii) used to carry alcoholic
16 beverages, prescription drugs, ice cream, meat, fish, poultry, leftover restaurant food, newspapers, or
17 dry cleaning; or (iii) packaged and sold in multiples for use in carrying or holding garbage, pet waste,
18 or leaves.

INTRODUCED

SB193

2018 SESSION

SB 218 Recycling; clarifies definitions of beneficial use and recycling center, etc.

Introduced by: Lynwood W. Lewis, Jr. | all patrons ... notes | add to my profiles

SUMMARY AS INTRODUCED:

Recycling; beneficial use; crushed glass. Defines "beneficial use," "beneficiation facility," and "recycling center" and provides that a beneficiation facility or recycling center shall be considered a manufacturer for the purpose of any state or local economic development incentive grant. The bill directs the Department of Environmental Quality (the Department) to encourage and support beneficial use; current law requires the Department to encourage and support litter control and recycling. The bill also directs the Department to provide to the General Assembly by November 1, 2019, an evaluation of Virginia's solid waste recycling rates and a set of recommendations for improving the reliability of the supply of recycled materials during the next 10 years in order to provide for beneficial use.

FULL TEXT

01/03/18 Senate: Prefiled and ordered printed; offered 01/10/18 18103185D [pdf](#) | [impact statement](#)

01/11/18 Senate: Committee substitute printed 18104926D-S1 [pdf](#)

HISTORY

01/03/18 Senate: Prefiled and ordered printed; offered 01/10/18 18103185D

01/03/18 Senate: Referred to Committee on Agriculture, Conservation and Natural Resources

01/11/18 Senate: Reported from Agriculture, Conservation and Natural Resources with substitite (15-Y 0-N)

01/11/18 Senate: Committee substitute printed 18104926D-S1

01/15/18 Senate: Constitutional reading dispensed (40-Y 0-N)

01/16/18 Senate: Read second time

01/16/18 Senate: Reading of substitute waived

01/16/18 Senate: Committee substitute agreed to 18104926D-S1

01/16/18 Senate: Engrossed by Senate - committee substitute SB218S1

01/17/18 Senate: Read third time and passed Senate (40-Y 0-N)

01/23/18 House: Placed on Calendar

01/23/18 House: Read first time

01/23/18 House: Referred to Committee on Agriculture, Chesapeake and Natural Resources

18104926D

1 SENATE BILL NO. 218

2 AMENDMENT IN THE NATURE OF A SUBSTITUTE

3 (Proposed by the Senate Committee on Agriculture, Conservation and Natural Resources
4 on January 11, 2018)

5 (Patron Prior to Substitute—Senator Lewis)

6 A BILL to amend and reenact §§ 10.1-1414, 10.1-1415, and 10.1-1422 of the Code of Virginia and to
7 amend the Code of Virginia by adding a section numbered 10.1-1422.06, relating to recycling;
8 beneficial use.

9 Be it enacted by the General Assembly of Virginia:

10 1. That §§ 10.1-1414, 10.1-1415, and 10.1-1422 of the Code of Virginia are amended and reenacted
11 and that the Code of Virginia is amended by adding a section numbered 10.1-1422.06 as follows:

12 § 10.1-1414. Definitions.

13 As used in this article, unless the context requires a different meaning:

14 "Advisory Board" means the Litter Control and Recycling Fund Advisory Board;

15 "Beneficial use" means a use that is of benefit as a substitute for natural or commercial products
16 and does not contribute to adverse effects on health or the environment. Beneficial use products are
17 produced by but not limited to beneficiation facilities and recycling centers.18 "Beneficiation facility" means a facility that uses methods including sorting by color, removal of
19 contaminants, crushing, grinding, screening, grading, and monitoring of size and quality to produce
20 clean, crushed glass cullet that satisfies the specifications of the end user of the cullet, including a
21 manufacturer of glass containers or fiberglass.22 "Disposable package" or "container" means all packages or containers intended or used to contain
23 solids, liquids or materials and so designated;

24 "Fund" means the Litter Control and Recycling Fund;

25 "Litter" means all waste material disposable packages or containers but not including the wastes of
26 the primary processes of mining, logging, sawmilling, farming, or manufacturing;27 "Litter bag" means a bag, sack, or durable material which is large enough to serve as a receptacle for
28 litter inside a vehicle or watercraft which is similar in size and capacity to a state approved litter bag;

29 "Litter receptacle" means containers acceptable to the Department for the depositing of litter;

30 "Person" means any natural person, corporation, association, firm, receiver, guardian, trustee,
31 executor, administrator, fiduciary, representative or group of individuals or entities of any kind;32 "Public place" means any area that is used or held out for use by the public, whether owned or
33 operated by public or private interests;34 "Recycling" means the process of separating a given waste material from the waste stream and
35 processing it so that it may be used again as a raw material for a product which may or may not be
36 similar to the original product;37 "Recycling center" means a facility that (i) accepts recyclable materials that have already been
38 separated at the source from municipal solid waste generated by either residential or commercial
39 producers; (ii) processes source segregated recyclable materials, including mixed-paper fiber materials,
40 metal and plastic postconsumer containers, and glass containers; and (iii) processes and sells recyclable
41 materials according to end-user specifications. "Recycling center" does not include a facility for
42 construction and demolition debris processing, sorting of municipal solid waste, incineration, sorting or
43 processing of industrial waste, composting, or used tire processing.44 "Sold within the Commonwealth" or "sales of the business within the Commonwealth" means all
45 sales of retailers engaged in business within the Commonwealth and in the case of manufacturers and
46 wholesalers, sales of products for use and consumption within the Commonwealth;47 "Vehicle" includes every device capable of being moved upon a public highway and in, upon, or by
48 which any person or property may be transported upon a public highway, except devices moved by
49 human power or used exclusively upon stationary rails or tracks; and.

50 "Watercraft" means any boat, ship, vessel, barge, or other floating craft.

51 § 10.1-1415. Litter Control Program.

52 The Department shall support local, regional, and statewide programs to control, prevent, and
53 eliminate litter from the Commonwealth and to encourage the recycling and beneficial use of discarded
54 materials to the maximum practical extent. Every department of state government and all governmental
55 units and agencies of the Commonwealth shall cooperate with the Department in the administration and
56 enforcement of this article.57 This article is intended to add to and coordinate existing litter control removal and recycling efforts,
58 and not to terminate existing efforts nor, except as specifically stated, to repeal or affect any state law
59 governing or prohibiting litter or the control and disposition of waste.

SENATE SUBSTITUTE

SB218S1

60 § 10.1-1422. Further duties of Department.

61 In addition to the foregoing duties the Department shall:

62 1. Serve as the coordinating agency between the various industry and business organizations seeking
63 to aid in the recycling, *beneficial use*, and anti-litter effort;

64 2. Recommend to local governing bodies that they adopt ordinances similar to the provisions of this
65 article;

66 3. Cooperate with all local governments to accomplish coordination of local recycling, *beneficial use*,
67 and anti-litter efforts;

68 4. Encourage all voluntary local recycling, *beneficial use*, and anti-litter campaigns seeking to focus
69 the attention of the public on the programs of the Commonwealth to control and remove litter and
70 encourage recycling;

71 5. Investigate the availability of, and apply for, funds available from any private or public source to
72 be used in the program provided for in this article;

73 6. Allocate funds annually for the study of available research and development in recycling and litter
74 control, removal, and disposal, as well as study methods for implementation in the Commonwealth of
75 such research and development. In addition, such funds may be used for the development of public
76 educational programs concerning the litter problem and recycling. Grants shall be made available for
77 these purposes to those persons deemed appropriate and qualified by the Board or the Department;

78 7. Investigate the methods and success of other techniques in recycling and the control of litter, and
79 develop, encourage, and coordinate programs in the Commonwealth to utilize successful techniques in
80 recycling and *beneficial use* and the control and elimination of litter; and

81 8. Expend, after receiving the recommendations of the Advisory Board, at least 95% of the funds
82 deposited annually into the Fund pursuant to contracts with localities. The Department may enter into
83 contracts with planning district commissions for the receipt and expenditure of funds attributable to
84 localities which designate in writing to the Department a planning district commission as the agency to
85 receive and expend funds hereunder.

86 § 10.1-1422.06. Beneficiation facility as manufacturer for grant purposes.

87 For the purpose of any state or local economic development incentive grant, including a grant
88 awarded pursuant to the provisions of Chapter 51 (§ 2.2-5100 et seq.) of Title 2.2, a beneficiation
89 facility or recycling center as defined in § 10.1-1414 shall be considered a manufacturer.

90 2. That the Virginia Department of Environmental Quality (the Department) shall provide to the
91 General Assembly, not later than November 1, 2019, an evaluation of Virginia's solid waste
92 recycling rates and a set of recommendations for improving the reliability of the supply of
93 recycled materials during the next 10 years in order to provide for beneficial use, as defined in
94 § 10.1-1414 of the Code of Virginia, as amended by this act, by industry. The evaluation shall
95 consider incentive-based strategies, including the granting of economic development incentives for
96 the construction of recycling centers and beneficiation facilities that have the potential to increase
97 beneficial use of glass, plastic, metal, and fiber. The evaluation shall also investigate the effect of
98 the operation of mixed-waste material recycling facilities on the quality and quantity of recyclable
99 materials available for beneficial use.