SOUTHEASTERN PUBLIC SERVICE AUTHORITY

Board of Directors ~ Regular Meeting
Regional Board Room
723 Woodlake Drive, Chesapeake, Virginia

Wednesday, August 28, 2019 at 9:30 a.m.

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1. Call Meeting to Order

Pledge of Allegiance Roll Call

2. Public Comment Period

All speakers must register prior to call to order; 5-minute maximum per speaker unless advised by Chairman differently; 30-minute total maximum time.

3. Chairman's Comments

4. Approval of Minutes

The minutes of the July 24, 2019 Board meeting are included below for your review and approval.

RECOMMENDED ACTION: Approve the minutes as presented.

MOTION: Do I hear a motion that the July 24, 2019 minutes of the SPSA Board of Directors meeting be approved as presented.

MINUTES OF THE BOARD OF DIRECTORS OF THE SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA

July 2, 2019

The Regular Meeting of the Board of Directors of the Southeastern Public Service Authority (SPSA) was held at 9:30 a.m. in the Regional Board Room at the Regional Building, 723 Woodlake Drive, Chesapeake, Virginia. The following members were in attendance or as noted:

Mr. John Maxwell	(CH)	Mr. Steven Jenkins	(CH)
Ms. Sheryl Raulston	(FR)	Mr. H. Taylor Williams	(FR)
Mr. Dale Baugh	(IW)	Mr. Randy Keaton	(IW)
Mr. John Keifer	(NO)	Mr. Richard Broad (absent)	(NO)
Mr. C.W. "Luke" McCoy	(PO)	Mr. Solomon Ashby (absent)	(PO)
Mr. Mark Hodges	(SH)	Ms. Lynette Lowe	(SH)
Mr. David Arnold	(SU)	Mr. Patrick Roberts*	(SU)
Mr. William Sorrentino	(VB)	Mr. John Barnes (absent)	(VB)

^{*} Indicates Late Arrival

(CH) Chesapeake; (FR) Franklin; (IW) Isle of Wight; (NO) Norfolk; (PO) Portsmouth, (SH) Southampton County; (SU) Suffolk; (VB) Virginia Beach

Others present at the meeting included the Alternate Ex-Officio Members, Ms. Erin Trimyer (PO), Mr. Eric Martin (CH), Mr. Michael Etheridge (IW), Mr. Hart Council (SH), Ms. Trista Fayton (NO), and the following SPSA executives, Ms. Liesl R. DeVary, Executive Director and Treasurer, Mr. Dennis Bagley, Deputy Executive Director, Ms. Sandy Schreiber, Accounting Manager and Secretary and Warren Tisdale, General Counsel.

1. CALL MEETING TO ORDER

Mr. Keifer (NO), Chairman of the Board, began by introducing Ms. Trista Fayton, a new alternate board member. Ms. Fayton is the Assistant Director of Public Works for the City of Norfolk.

2. PUBLIC COMMENT – No public comments received.

3. ELECTION OF OFFICERS

Mr. Keifer (NO) initiated the election of officers. At the previous meeting, the nominations were as follows: Mr. Kiefer (NO) as Chairman, Mr. McCoy (PO) as Vice Chairman, Ms. DeVary as Treasurer, and Ms. Schreiber as Secretary. Mr. Kiefer (NO) asked if there were other nominations and there were none.

Mr. John Maxwell (NO) moved, seconded by Mr. Richard Broad (NO) to approve the Election of Officers as presented. The vote of the motion was unanimous.

^{**} Indicates Early Departure

4. APPOINTMENT OF COMMITTEES

Mr. Keifer (NO) followed by appointing committees. The Executive Committee will remain the same as the prior year and include Mr. Luke McCoy (PO), Mr. Randy Keaton (IW), and Mr. Bill Sorrentino (VB). The Audit Committee was also asked to continue from the previous year and includes Mr. David Arnold (SU), Mr. Steven Jenkins (CH), and Mr. Dale Baugh (IW). A volunteer for one additional audit committee member was requested. There was no response.

5. CHAIRMAN'S COMMENTS – Mr. Keifer (NO) has no additional comments.

6. APPROVAL OF MINUTES

The minutes of the June 26, 2019 Board meeting have been distributed. Mr. Keifer (NO) asked if there were any additions or changes.

Mr. William Sorrentino (VB) moved, seconded by Ms. Sheryl Raulston (FR) to approve the June 26, 2019 minutes of the SPSA board as presented. The vote of the motion was unanimous.

7. EXECUTIVE DIRECTOR UPDATES

Ms. DeVary began by stating that SPSA staff are doing a great job. She and Mr. Bagley, attended a stakeholder's meeting on July 2, 2019 regarding the proposed flyover at the Landfill. Short term and long-term options were reviewed. They were provided information detailing the pros and cons of each option. The next step is to discuss preferred alternatives. She expects to have another meeting in late August.

Ms. DeVary continued by stating that a letter was sent to Wheelabrator expressing our concerns with operations at the waste to energy facilities. Following today's board meeting, Ms. DeVary, Mr. Bagley, Mr. Keifer (NO), and Mr. Sorrentino (VB) will be meeting with Wheelabrator senior staff.

Ms. DeVary discussed the Cell VIII and IX permitting process. She noted that staff is in the process of reviewing a draft request for proposal, prepared by HDR, to solicit a third party to prepare the environmental impact statement. We have also received a draft purpose and need statement from HDR which is under review. The purpose and need statement will be reviewed with the Executive Committee over the next few months. At this time, no work has begun on the strategic communications task order.

Mr. DeVary distributed a draft copy of a role and responsibilities outline for the Citizens Advisory Committee. The mission of the committee is to serve in an advisory capacity only and they will ultimately make a recommendation to the board. It will need to be determined specifically what type of product they should deliver, if any. The role and responsibilities outline states that the term of the committee will be no longer than six months following the first committee meeting and the term may be extended but only with

consent of the member. It also includes guidance on how the membership should be determined; the mayor or board chairman of each locality will appoint two members. The outline includes information on the meetings and that they will be facilitated by a consultant. A conflict of interest statement is included. Ms. DeVary requested that the board members review the outline and contact her with any questions or recommendations for changes.

Mr. Sorrentino (VB) commented that the outline should state who the committee works for. In addition, he would like it to state that they can only communicate with whoever they work for and cannot make public comments regarding the committee or the outcome.

Ms. Trimyer (PO) asked for clarification regarding the task of identifying and reviewing other options. Is the committee actually identifying options or simply reviewing options provided to them?

Ms. DeVary answered the committee would consider expanding the existing landfill or consider identifying a new landfill site. She suggested we could change the wording to review only. Chairman Keifer (NO) suggested we change the wording to evaluate.

Mr. McCoy (PO) stated that he encourages all board members to take these items seriously and asked if the six-month term can be interpreted as a sunset clause? Ms. DeVary responded yes. Mr. McCoy (PO) suggested that the term of the committee should be written more specifically.

Ms. DeVary continued by acknowledging the summer months are typically vacation time for many and suggested we extend the deadline for committee appointments to September 30th.

Mr. Martin (CH) asked if the committee would also consider the proposed waste to fuel facility in Chesapeake an alternative disposal method, or is it limited to landfill site options? Ms. DeVary responded that she would check to see if that is an option.

Chairman Keifer (NO) pointed out item 4C from the outline. It discusses the background requirements for the committee members should be someone with a business and engineering background, and awareness of environmental issues so they will be able to provide meaningful discussion to the committee.

Mr. Keaton (IW) moved, seconded by Mr. Hodges (SH) to extend the date for appointment to the Citizens Advisory Committee to September 30, 2019. The vote of the motion was unanimous.

Mr. Bagley provided the operations report for the month of June. 38,437 tons of material were placed in the landfill, an increase of 9,000 tons from the previous month. Wheelabrator delivered 14,377 tons of residue. 8,421 tons or 59% were reclassified as nonqualifying ash. That number is still high in part due to issues with the screener, but should be corrected as soon as today or tomorrow. 1,852 tons were diverted from the RDF

facility to the landfill in June as a result of outages at Wheelabrator. We also diverted 2,560 tons in July from Wheelabrator to the landfill. We are working with Wheelabrator now to move those tons from the Suffolk Transfer Station back to Wheelabrator.

Total leachate hauled for in June was 431,914 gallons. That number is low compared to recent months because we are pumping to HRSD at a 20-gallon limit, instead of 5 gallons that we initially started with. Total leachate accepted was 1,429,345 gallons and that is a decrease of 10,314 gallons due to the dry weather in part.

Chairman Keifer (NO) asked if we have heard from HRSD regarding how the SWIFT pilot program is going and the impact on us.

Mr. Bagley responded that the pilot program is fine but we were shut off last month completely due to issues with the plant. HRSD was trying to determine the cause of the contaminants. They were able to determine it was not coming from us and then allowed us to resume pumping.

Mr. Bagley continued by stating the grading compaction systems are up and operating. There are a few small issues that are being adjusting to obtain more accurate information.

Mr. Eric Martin (CH) asked if there has been any activity on the HRSD force main project? Mr. Bagley responded that HDR is the engineer for HRSD on this project and the project is in the design phase. We do not receive a regular update from HRSD but we are receiving updates indirectly. Mr. Eric Martin (CH) asked if our consultant could contact City of Chesapeake Permits or Utilities department to align on this project. Route alignments will be important in order to connect on their side eventually. Mr. Bagley agreed.

Mr. Sorrentino (VB) asked for a benchmark on the amount of ash reclassified as nonqualifying in June. How does that compare to previous months?

Mr. Bagley replied that it is still high because they've had issues with the screener. When the screener is operating, the ash is clean and usable. The problem is getting regularly screened material. In past months we have reclassified as much as 85% but this is not indicative of what it will be once they are screening all the ash. Ms. DeVary stated that since February 1, 2019, 73% of the total ash received has been reclassified.

8. WHEELABRATOR PORTSMOUTH MONTHLY REPORT

Mr. Stratton presented the June 2019 operational report for Wheelabrator Portsmouth:

Wheelabra											
Operational D	Wheelabrato TECHNOLOGIES										
45 450 Tano											
45,160 Tons	52,624 Tons	51,305 Tons	14,378 Tons	18,570 MW							
Total waste	Waste delivered to RDF	Total RDF	Ash sent to landfill	Electric power sold							
received by SPSA	to RDF	processed	to landilli	SOIG							
29,459 K-LBS	90%	100%	1	1							
Steam sold to U.S. Navy	Overall boiler availability	Overall generator availability	OSHA recordable accidents	OSHA recordable accidents YTD							

After reviewing the operational data, Mr. Stratton stated the C line shredder is back in normal operations as of July 5th; so the facility is back to two line operations. Beginning July 31st, Wheelabrator will start recovering the tons that were diverted to the landfill in June. The B line motor is at EMC for repairs and he expects an update from EMC on Friday. There are issues with the ash screener diesel motor and it is currently down. The current rental screener has a diesel motor, but if one is purchased it will not be diesel.

Mr. Stratton also commented that Mr. Etheridge (IW) and Mr. Keaton (IW) recently toured the Wheelabrator facility and encouraged all board members to do the same. Mr. Keaton (IW) stated that the tour was very informative and they were able to tour the entire process, including ash screen.

9. FINANCIAL REPORT

Ms. DeVary reviewed the preliminary financial information for the fiscal year ended June 30th. Total revenues exceeded total expenses by approximately \$6.28 million as compared to \$3.3 million in the previous year. Year to date tipping fees reflect an increase of 3.3% or \$1.4 million as compared to the prior fiscal year. Total revenues received exceeded budget by approximately \$6.5 million due to an unanticipated increase in tonnages. Municipal tons are up approximately 13% or 50,963 tons compared to the previous year and up 8% compared to budget.

Ms. DeVary continued by stating that based on a preliminary analysis, the revenues for the fiscal year ending June 30, 2019 are completed and reconciled but we are continuing to finalize expenses. The preliminary expense figures show total expenses of \$43.2 million, compared to \$41.6 million in the prior year. Total expenses were under budget by 1.3 % or \$585,000. Contracted waste disposal exceeded budget by \$2.4 million due to the increase in tons.

Cash balances are \$33.6 million; currently designated as \$1.1 million in operating, \$1 million for FY2019 rolled purchase orders, \$9.5 million in undesignated fund balance, \$2.5 million for the proposed HRSD force main, and \$19.5 million in landfill expansion and closure. Approximately \$18 million of the \$19.5 million is actually for the cost to close Cells V and VI and that amount will continue to increase as the capacity is used and will be adjusted for inflationary factors.

We started fiscal year 2019 with \$3.3 million in undesignated fund balance and we are ending FY2019 with a \$6.2 million surplus; giving an ending balance of \$9.5 million. Financial policies require us to maintain two months of operating expenses which is equal to \$5.9 million. The landfill expansion and closure fund started the year with \$16.8 million. Throughout the year, we contributed an additional \$3.4 million and encumbered \$711,000 for HDR permitting and strategic communications. That equates to an ending balance of \$19.5 million.

Ms. DeVary recommended that once the FY2019 figures are completely reconciled, to transfer the excess undesignated funds of approximately \$3.5 million to landfill expansion and closure reserve. She noted that these are just designations and the money could still be used to ensure the tipping remains flat.

Mr. Williams (FR) asked if we are trending towards a 13% increase in tonnages per year, what is the impact in terms of landfill capacity?

Ms. DeVary responded that this year 13% increase is not the trend. Cities of Chesapeake and Norfolk had a large increase in tonnages. Our transfer stations are not at capacity and the more we receive in the eastern transfer stations, the more we take to Wheelabrator, which explains the increase in contracted waste disposal costs this year. Liesl added that the increase in tonnages would not be good if all the waste was going into the landfill.

Mr. Keaton (IW) moved, seconded by Mr. Maxwell (CH) to approve the SPSA financial report, including the transfer of excess undesignated funds to landfill expansion and closure when numbers are finalized. The vote of the motion was unanimous.

10. CONTRACTS

Ms. DeVary introduced a contract for the purchase of a dozer for the landfill. The existing dozer was scheduled for replacement in FY 2021 but due to its age and increase in maintenance costs the staff recommends replacing it now. The replacement dozer will be purchased with funds currently budgeted for a dump truck in FY2020. The dump truck purchase will be delayed until the next fiscal year. Two dozers will be sold with estimated proceeds of \$135,000 to offset the cost of the new dozer. The estimated purchase price is \$899,000 based on a Sourcewell Cooperative Procurement contract. The funds needed to purchase dozer would be \$500,000 from the capital budget, the sale of existing dozers at \$135,000 and the transfer of approximately \$264,000 from the asphalt project at the landfill.

Mr. Jenkins (CH) moved, seconded by Mr. Williams (FR) to award the contract for a dozer to Carter Machinery as presented. The vote of the motion was unanimous, with Mr. McCoy (PO) abstaining.

Ms. DeVary continued with the next contract for Willcox & Savage legal services. The hourly rate for Mr. Tisdale remains unchanged from the prior year at \$400 per hour. During

the prior year total legal expenses were approximately \$238,000; with \$129,000 for Willcox & Savage and \$109,000 for William Mullens.

Mr. Keifer (NO) moved, seconded by Ms. Raulston (FR) to execute the Willcox & Savage engagement letter as presented. The vote of the motion was unanimous.

11. OTHER BUSINESS

Mr. McCoy (PO) requested that Mr. Bagley include any cities involved with the HRSD project on ongoing information and updates from HRSD regarding that project.

12. ADJOURN MEETING

There being no further business to come before the Board of Directors the regular meeting was adjourned at 10:12AM.

Liesl R. DeVary Executive Director

Submitted by: Sandy Schreiber, Secretary, SPSA Board of Directors

5. Executive Director Updates

Attachments:

- Citizen's Advisory Committee Roles & Responsibilities Update will be emailed to Board prior to meeting.
- Permit Compliance Presentation Series 1 of 3
- Landfill Operational Summary
- Executive Committee Minutes May & June 2019

Landfill Operational Summary

SPSA Reg	ional Landfill Operational Summa	ry	KEY:		
Period	July 1st, 2019 to July 31st, 2019		Change Since Last Report		
			All Is Well		
			Working On		
			Noted Issue		
Item	Metric Item	Metric	Performance/Comment	Status Code	Comments/Corrective Actions
1	Regulatory Compliance				
1.1	Notice of Violations	None	In Compliance		
1.2	Environmental compliance and reporting	Compliance	All submissions made.		
1.2.1	Solid waste operations	Compliance	In Compliance		No issues during the reporting period.
1.2.2	Title V	Compliance	In Compliance		Annual Emissions Report and Title V Reporting submitted to VDEQ for reissuance of Title V Permit on 05/16/2017. Spoke with DEQ on 9/12/18 and was advised that they still have not performed the technical review or administrative review. They are short handed and we should not expect feedback for another six months to one year.
1.2.3	VPDES	Compliance	In Compliance		Permit submitted on time. Extension given for some samples that required waiting for qualifying rain events. Awaiting response from DEQ for further action or acceptance.
1.2.4	Financial Assurance	Compliance	In compliance		-
1.2.5	Wetlands	Compliance	In Compliance		
1.2.6	Groundwater	Compliance	In Compliance		3rd quarter sampling event completed 7/31. Waiting for results to determine if resampling is necessary
1.2.7	Storm water system operating and in compliance with VPDES permit	Systems operational and in good order	In Compliance		In compliance.
2	Landfilling Operations			<u> </u>	
2.1	Tonnage Landfilled	Actual Tons	46,233		
2.2	No. staff	16.5	13.5		3 - Vacancies (1 - HEOS 2-HEOs)
2.2	Equipment Utilization	Key equipment fully operational and deployed	All equipment operating and deployed with appropriate spares		Several pieces are down for routine maintenance and repair but appropriate spares are operating.
3	Cover Operations				
3.1	Total Cover Material Received	Actual Tons	18,318		
3.2	Date of last aerial survey	12/17/2018			
3.3	December 2018 Operational In-Place Density (lbs./cy)	1,600-1,800lbs/cy	1,788 lbs./cy or AUF =0.894		AUF within range of expected operational airspace consumption. Changing waste stream with MSW from western communities will impact Operational AUF. Need to continue to monitor to ensure we stay within range to maintain life expectancy of Cell VI
3.4	December 2018 Effective In- Place Density (lbs./cy)	1,600 lbs./cy	2005 lbs./cy or AUF = 1.00		Still well above targeted long term airspace utilization.

Item	Metric Item	Metric	Performance/Comment	Status Code	Comments/Corrective Actions
4	Leachate Management				
4.1	Pump stations operational during period	100 % Operational	All pump stations are operational, pump performance is being monitored, and repairs/replacements made as necessary.		All vaults are operational.
4.2	SCADA system operational during period	100 % Operational	Fully operational		SCADA is fully operational.
4.3	Flow meter system functional during period	100 % Operational	All 8 Cell V/VI Pump Stations are now operational		Flow Meters can now be logged to history in Scada system and reviewed as needed.
4.4	Leachate Levels	In compliance	In compliance.		In compliance at all 8 pump station locations. Flow generation remain < 40,000 GPD typically.
4.5	Leachate Disposal	In compliance			Reserve capacity of leachate lagoons are measured and recorded each day. Calculations are performed daily on the volume hauled, volume produced and storage capacity to determine the quantity of leachate that needs to be hauled each day. April 15th, SPSA began discharging through the force main to HRSD at a low flow rate for 24-hr intervals. This has been successful for both SPSA and HRSD's SWIFT Program thus far. SPSA will continue to utilize this method until further notice. SPSA continues to utilize pump and haul operations at smaller rates, as well.
4.5.1	Quantity of leachate pumped to HRSD during period	x gallons	954,840		From 7/1 to 7/31
4.5.1.1	Cell V, Sumps 1-4	x gallons	406,764		From 7/1 to 7/31
4.5.1.2	Cell VI, Sumps 5-8	x gallons	498,304		From 7/1 to 7/31
4.5.2	Quantity of leachate hauled for disposal during period	x gallons	528,412		From 7/1 to 7/31
4.5.3	Disposal costs in period: \$		\$ 25,758		From 7/1 to 7/31
4.5.4	Any issues relative to leachate quality and acceptance at WWTPs?	No constraints	No constraints		
5	Landfill Gas Management	Compliance	In compliance		3rd quarter surface emissions scheduled for beginning of August and gas monitoring to begin mid-August.
6	Odor Complaints	No complaints	No complaints		From 7/1 to 7/31
7	HRSD Force Main	Contract Schedule	None provided to date.		Still only have (unofficial) tentative date of completion to be in 2022

Acronym Definitions

ACOE- Army Core Of Engineers AUF- Airspace Utilization Factor BOD- Biological Oxygen Demand CAP- Corrective Action Plan COD- Chemical Oxygen Demand CSCE- Comprehensive Site Compliance Evaluation DMR- Discharge Monitoring Report GPS- Groundwater Protection Standards LCL- Lower Confidence Limit NOV- Notice Of Violation SCADA- Supervisory Control And Data Acquisition SWIFT- Sustainable Water Initiative For Tomorrow SWPPP- Storm Water Pollution Prevention Plan VPDES- Va. Pollution Discharge Elimination System WWTP- Waste Water Treatment Plant PLC- Programmable Logic Controller GPM- Gallons Per Minute GPD- Gallons Per Day

EXECUTIVE COMMITTEE MINUTES SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA May 16, 2019

A meeting of the Executive Committee was held at 9:00 a.m. in the second-floor conference room of the SPSA Regional Building in Chesapeake, Virginia, and was called to order by Chairman John Keifer. The other Committee Members present at this meeting were Mr. Luke McCoy and Mr. Randy Keaton. Also, in attendance were Executive Director, Liesl R. DeVary, Deputy Executive Director, Dennis Bagley, and Blanche Christian. Mr. Randy Keaton left at 9:15 a.m.

Items for Discussion:

1. Review and approve Executive Committee Minutes

Mr. McCoy (PO) moved, seconded by Mr. Keifer (NO) to approve the Executive Committee minutes of the April 22, 2019 meeting. All were in favor.

Executive Director Reports / May Board Meeting Agenda

Each locality received a notice from Green Ridge Recycling and Disposal Facility. They are required under the solid waste regulations to send this notice out to a locality and ask them if they would like to have any airspace reserved for their use. We would recommend that each locality either sign the denial or don't respond to it. There are landfills that are closer in distance than this and we're planning on expanding our landfill.

The screen to be used at Wheelabrator to hopefully improve the quality of ash was delivered May 13th. They have had some operational issues in getting it set up. It should be up and running shortly. Once the operation of the screen is in place, the 45-day review will begin.

A stakeholder's meeting for the flyover access at the Regional landfill was held on Wednesday, May 15 with the City of Chesapeake, City of Suffolk, Hampton Roads TPO and VDOT. The VDOT engineer is Michael Baker, and they have come up with a scope of work. As a group we reviewed that scope of work and spoke about several options in regards to a solution. They're hoping to bring us back preliminary alternatives by the end of July or August with some preferred alternatives, which we'll give us some rough estimated costs. The plan would then be to have a joint meeting in January so that an application to SmartScale can be made in April. SmartScale is a state funded program for transportation projects.

Two contracts will be presented at the board meeting. The first contract is for the Chesapeake transfer station roof replacement. The second contract is a contract renewal for the grounds maintenance that is done at the Chesapeake, Landstown Norfolk, and Oceana transfer stations, as well as the operations facility in

Portsmouth.

3. Future Board Meeting Items

Compiling preliminary information and guidelines of the pros and cons of hiring a separate financial advisor. A meeting with the Investment committee will be scheduled soon.

The July board meeting is the annual meeting and a new slate of officers will be nominated, engagement letters with our legal counsel and an updated contract listing.

4. Adjournment

There being no further business to come before the Executive Committee, the meeting was adjourned at 10:20 a.m.

Executive Committee Minutes Southeastern Public Service Authority of Virginia June 20, 2019

A meeting of the Executive Committee was held at 9:00 a.m. in the second-floor conference room of the SPSA Regional Office Building in Chesapeake, Virginia and was called to order by Chairman John Keifer. The other Committee Members present at this meeting were Mr. Luke McCoy and Mr. Randy Keaton. Also in attendance were Executive Director, Liesl R. DeVary, Deputy Executive Director, Dennis Bagley and General Counsel Mr. Warren Tisdale. Mr. Keaton left the meeting at 10:40 a.m.

Items for Discussion:

- 1. Review and approve Executive Committee Minutes of May 16, 2019 and May 22, 2019
 - Mr. McCoy moved to approve the minutes of the May 16, 2019 and May 22, 2019 Executive Committee and Mr. Keaton seconded the motion. All were in favor.
- 2. Executive Directors Report / June Board Meeting Agenda
 - a. Ms. Liesl DeVary updated the Executive Committee on the meeting with the ACOE held on June 12, 2019 regarding the upcoming permitting process for expansion of the Regional Landfill. Ms. DeVary explained the context of the meeting as well as proposed timeframes, potential roadblocks and next steps.
 - b. Ms. DeVary updated the Executive Committee on the meeting held with the City of Suffolk to advise them of the steps SPSA is planning to take to begin the permitting process for the expansion of the Regional Landfill.
 - c. The Executive Committee was then informed of the need to establish a Citizen Advisory Committee for the purpose of reviewing the purpose and need for expansion and to make recommendations to the full SPSA Board regarding future expansion and the possible siting of a new landfill. This process is required prior to submitting the Part A application to VDEQ. An information sheet regarding the appointing, and general responsibilities of the committee was handed out.
 - d. Ms. DeVary reviewed the items on the June 26, 2019 SPSA Board of Director's meeting agenda. Mr. Keaton raised a question regarding the need for a Closed Session that was originally on the agenda and after a lengthy discussion and consultation with the Board Attorney, it was decided to remove the Closed Session from the Board of Directors Meeting Agenda.
 - e. The Executive Committee was made aware that SPSA has received the Gold Award from HRSD for completing 12 months with 100% permit compliance.
 - f. Ms. DeVary notified the Executive Committee that beginning July 1, 2019, SPSA will assume responsibility for disposal of HHW from the City of Norfolk. The City of

Norfolk will pay SPSA \$36.00 per citizen trip as outlined in the existing fee schedule for the region. Chairman Keifer requested that SPSA staff look at the cost of providing E-waste disposal service since the region does not have an effective way of handling these items in place.

- g. Ms. DeVary provided the Executive Committee with the advertisement in the Virginian Pilot on Sunday May 26, 2019 regarding a Public Notice issued by the U.S. Navy of an Environmental Assessment to be performed at the NNSY for Energy Conservation Measures. The project includes the construction of a standalone power plant to produce steam and electricity as well as a new steam transmission pipe to tie into the existing shipyard system.
- h. Ms. DeVary advised the Executive Committee that one of the contracts for approval on the June 26, 2019 Board meeting is to purchase eight (8) new road tractors. These road tractors are included in the capital replacement plan.

Closed Session

Motion to Approve Request for Closed Meeting

I move that a closed session be held for discussion regarding the delivery of ash by Wheelabrator Portsmouth Inc. to SPSA under the Waste Disposal and Services Agreement between Wheelabrator and SPSA with commencement date February 1, 2019, in accordance with Virginia Code Section 2.2-3711(A)(8) for the purpose of consulting with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel.

Mr. Keaton moved, Mr. McCoy seconded to approve the certification as read. The vote of the motion was unanimous.

Motion to Approve Certification After Closed Session

The Committee hereby certifies that, to the best of each member's knowledge: (a) only public business matters lawfully exempted from open meeting requirements by Virginia law under the Freedom of Information Act were discussed in the closed meeting to which this certification applies; and (b) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered in the closed meeting just concluded.

Mr. Keifer moved, Mr. McCoy seconded to approve the certification as read. The vote of the motion was unanimous.

- 4. Future Board Meeting Items
 - a. Investments and Investment Committee
- 5. Meeting Adjourned at 11:20 a.m.

6. Wheelabrator Portsmouth Monthly Report

August 13, 2019
Liesl R. DeVary Southeastern Public Service Authority 723 Woodlake Drive Chesapeake, VA 23320
Dear Ms. DeVary:
Please find attached the Monthly Report for Wheelabrator Portsmouth Inc. facility required by Schedule 15 of the Service Agreement. Should you have any questions on any of the items covered herein please do not hesitate to contact me.
Sincerely,
Clint Stratton Plant Manager, Wheelabrator Portsmouth
enclosure

 * NOTE: This is material brought in from the nearby counties in NC provided for under the Service Agreement.

WHEELABRATOR PORTSMOUTH INC AVAILABILITY CALENDAR YEAR 2019

MONTH	BOILER	BOILER PLANNED	BOILER UNPLANNED	TURBINE	TURBINE PLANNED	TURBINE UNPLANNED
	AVAILABILITY (%)	OUTAGES (HRS)	OUTAGES (HRS)	AVAILABILITY	OUTAGES (HRS)	OUTAGES (HRS)
JAN	85%	166.90	67.40	%06	81.00	241.40
FEB	94%	149.00	10.00	83%	148.00	1.00
MAR	95%	192.00	42.00	%96	71.00	10.00
APR	%98	291.00	108.00	%86	•	20.00
MAY	%96	•	126.00	%66	•	14.00
NOI	%06	144.00	145.00	100%		
JUL	91%	176.00	87.00	%66		13.00
AUG						
SEP						
ОСТ						
NON						
DEC						
YTD TOTAL	92%	1,118.90	585.40	%96	300.00	329.40

WHEELABRATOR PORTSMOUTH INC

SUPPLEMENTAL INFORMATION

July 2019

Total Waste received by SPSA: 49,698 tons

Waste delivered to RDF: 54,836 tons

Total RDF processed: 45,251 tons

Ash sent to landfill: 11,673 tons*

Electric power sold: 14,290 MW

Steam sold to Navy: 30,350 K-LBS

Overall Boiler availability: 91%

Overall Generator availability: 99%

Environmental Incidents 0

OSHA Recordable Accidents this period: 0

OSHA Recordable Accidents YTD: 1

General Notes:

* This total includes 9,442.07 tons of non-qualifying residue delivered to the landfill this period. Screen down three weeks in July due to failed turbo and injectors associated with the Diesel engine.

Completed outage on #3 boiler this period, major work included grate, flue gas, pressure part and ash removal projects to ensure boiler reliability

Wheelabrator Portsmouth Inc.

Monthly Report for the Month of July 2019

This report is submitted in accordance with the Waste Disposal & Services Agreement, section 3.17.1.

Environmental Issues:

Contractor has not received any notices in violation (NOV) or orders, and no such NOVs, proceedings, orders or investigations are pending, for the subject period.

Tests Completed:

Monthly Industrial Discharge Samples Fuel Oil Sample Quarterly Ash Test

Tests Planned:

Monthly Industrial Discharge Samples Fuel Oil Sample(s) Storm Water Sample Quarterly GHG Test

Inspections:

HRSD Waste Water Inspection

Air Quality Violations:

None

Safety Issues:

OSHA Recordable Accidents this period:	0
OSHA Recordable Accidents YTD:	1
Lost Time Accidents this period:	0
Lost Time Accidents YTD:	1

Op Stats: see attached spreadsheet

Upcoming Planned Outages:

2019 Outages Boiler 2 Jan 20-25 Feb 17-24 Boiler 3 March 17-24 Boiler 4 April 14-21 Boiler 1 No outage May June 9-14 Boiler 2 July 14-19 Boiler 3 August 11-16 Boiler 4 September 15-20 Boiler 1 October No outage November 10-16 Boiler 2 December 15-20 Boiler 3

7. Financial Report

<u>Statement of Revenue and Expenses – Budget to Actual Comparison</u>

For the month ending July 31, 2019, total revenues exceeded total expenses by approximately \$1.3 million as compared to \$1.2 million in the previous year.

Tipping fee revenue received reflects an increase of 7.9% or approximately \$292,000 as compared to fiscal year 2019. Municipal waste tons are up approximately 5% or 1,958 tons as compared to fiscal year 2019.

For the month ending July 31, 2019, total expenses were approximately \$2.9 million as compared to \$3 million incurred in the previous fiscal year.

Monthly Expense Line Items

This report provides the actual expenses by month by the type of expense. The majority of the line items vary in amounts from month to month because they are either: (1) dependent on usage, or (2) timing of payment and/or check date.

Monthly Comparison of Revenues and Expenses

This report illustrates the monthly revenues and expenses. An explanation is included under each graph if there is a sizeable variance. The straight line in each graph represents the fiscal year 2020 budget on a straight-lined basis and the line graph represents the prior fiscal year for comparison.

Waste Stream Report

This report has been developed to provide the status of tonnages received as compared to the amounts budgeted. For the month ending July 31, 2019, municipal waste tonnages reflect an increase of 5% or approximately 1,958 tons as compared to July 2018.

Treasurer's Report of Cash Balances

This report captures the monthly activity in each of the depository accounts grouped as either unrestricted and designated funds or trust funds. As of August 31, 2019, operating cash balances were approximately \$33.4 million representing approximately \$1.1 million in the operating account, \$5.9 million in undesignated fund balance, \$753,342 for FY 2019 Rolled Purchase Orders, \$2.5 million reserved for the HRSD Force Main and \$23 million designated for landfill expansion/closure.

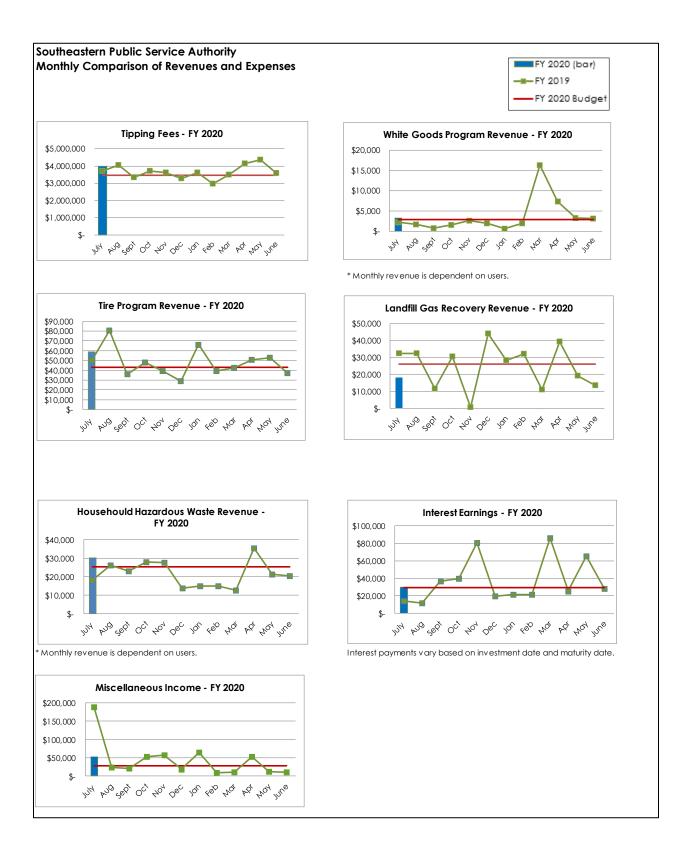
<u>Motion</u>: Do I hear a motion that the SPSA Monthly Financial Reports, subject to audit, be approved as presented?

Southeastern Public Service Authority Statement of Revenue and Expenses - Budget to Actual Comparison For the Period Ending July 31, 2019

		July 20	19			July 20	18	
	Adjusted Budget	Month	FYTD	% of Budget	Adjusted Budget	Month	FYTD	% of Budge
REVENUES	boager	WOIIII	1110	Dougei	Dougei	WOIIII	1110	Douge
Tipping Fees	\$ 41,631,237	\$ 3,999,573	\$ 3,999,573	9.6%	\$ 37,720,239	\$ 3,707,690	\$ 3,707,690	9.8%
Tire program	515,200	58,984	58,984	11.4%	332,000	50,005	50,005	15.1%
Household Hazardous Waste Revenue	305,000	30,219	30,219	9.9%	250,000	18,035	18,035	7.2%
White Goods Program	35,000	3,198	3,198	9.1%	40,000	2,233	2,233	5.6%
•	312,000	18,094	18,094					9.7%
Landfill Gas Recovery				5.8%	335,000	32,373	32,373	
Miscellaneous Income	333,775	53,076	53,076	15.9%	214,950	187,795	187,795	87.49
Interest Earnings	350,000	30,260	30,260	8.6%	180,000	13,989	13,989	7.8%
A Fund Balance / Capital / Rolled PO's	800,472	47,131	47,131	5.9%	2,173,044	186,270	186,270	8.6%
Fund Balance / Landfill Expansion				N/A	2,500,000			0.0%
OTAL REVENUES	\$ 44,282,684	\$ 4,240,534	\$ 4,240,534	9.6%	\$ 43,745,233	\$ 4,198,390	\$ 4,198,390	9.6%
DPERATING EXPENSES Administration								
	\$ 892,877	\$ 28,959	\$ 28,959	3.2%	\$ 882,617	\$ 32,270	\$ 32,270	3.7%
Salaries / Wages								
Employee Benefits	231,231	11,982	11,982	5.2%	227,468	13,342	13,342	5.99
A Professional / Contracted Services	733,969	6,690	6,690	0.9%	645,915	3,176	3,176	0.59
Other Operating Expenses	231,521	10,864	10,864	4.7%	208,900	5,114	5,114	2.49
Materials / Supplies	15,586	239	239	1.5%	15,498	424	424	2.79
Total Administration	\$ 2,105,184	\$ 58,734	\$ 58,734	2.8%	\$ 1,980,398	\$ 54,326	\$ 54,326	2.79
Environmental Management								
Salaries / Wages	\$ 291,479	\$ 11,587	\$ 11,587	4.0%	\$ 284,161	\$ 12,182	\$ 12,182	4.39
Employee Benefits	101,641	7,416	7,416	7.3%	96,980	6,473	6,473	6.79
Professional / Contracted Services	74,200	312	312	0.4%	43,160	850	850	2.09
Other Operating Expenses	10,174	314	314	3.1%	7,168	239	239	3.39
Materials / Supplies	22,368	440	440	2.0%	20,620	72	72	0.49
Total Environmental Management	\$ 499,862	\$ 20,069	\$ 20,069	4.0%	\$ 452,089	\$ 19,817	\$ 19,817	4.49
Operations								
Salaries / Wages	\$ 5,841,183	\$ 220,385	\$ 220,385	3.8%	\$ 5,539,339	\$ 264,382	\$ 264,382	4.89
Employee Benefits	1,940,329	127,459	127,459	6.6%	1,924,879	139,449	139,449	7.29
A Professional / Contracted Services	2,921,549	124,992	124,992	4.3%	2,868,719	131,425	131,425	4.69
Other Operating Expenses	1,066,852	33,398	33,398	3.1%	864,252	34,570	34,570	4.09
Materials / Supplies	1,883,733	105,877	105,877	5.6%	1,776,064	77,717	77,717	4.49
Total Operations	\$ 13,653,646	\$ 612,111	\$ 612,111	4.5%	\$ 12,973,253		\$ 647,543	5.09
·								
OTAL OPERATING EXPENSES	\$ 16,258,692	\$ 690,914	\$ 690,914	4.2%	\$ 15,405,740	\$ 721,685	\$ 721,685	4.79
CAPITAL PROJECTS / EQUIPMENT REPLACEM	1							
RLF - SCADA System Leachate System	11,770	-	-	0.0%				
A HHW Relocation	65,928	-	-	0.0%				
A CTS -Roof Repairs	72,283	-	-	0.0%				
Cell 8/9 Permitting	544,834	_	_	0.0%				
A IT - Executime Software	40,439	22,365	22,365	55.3%				
	1							
HHW - Gator	14,792	14,792	14,792	100.0%				1
RLF - Asphalt Overlay	736,000	-	-	0.0%				1
RLF - Leachate Pond Cleaning	75,000	-	-	0.0%				
RLF - Hydro Seeder	66,636	-	-	0.0%				
Safety - SUV Replacement	22,500	22,482	22,482	99.9%				1
FLT - Field Service Truck	160,000	22,702	-	0.0%				1
	1	_	-					1
TSP - Road Tractors	1,184,464	-	-	0.0%				
TSP - SUV Replacement	22,500	22,482	22,482	99.9%				
Ivor - Compactor & Boxes	75,000	-	-	0.0%				
STS - Inbound Scales	225,000	_	_	0.0%				
ROB - Parking Lot Repairs/Sealcoat	50,000		_	0.0%				
FLT - SUV Replacement	22,500	22,482	22,482	99.9%				
RLF - Dozier	899,000	-	-	0.0%				1
Undesignated	96,400			0.0%	-			
Total Capital/Equipment Replacement	\$ 4,385,045	\$ 104,604	\$ 104,604	2.4%	\$ 7,821,724	\$ 186,270	\$ 186,270	2.49
OTHER USES								
Contracted Waste Disposal	\$ 19,295,197	\$ 1,745,574	\$ 1,745,574	9.0%	\$ 17,106,830	\$ 1,668,536	\$ 7,861,605	46.0
Suffolk Environmental Trust Fund	5,000	-	-	0.0%	5,000	-	-	0.09
Reserves for Landfill Expansion/Closure	4,338,750	361,563	361,563	8.3%	3,405,939	283,828	283,828	8.39
Total Other Uses	\$ 23,638,947	\$ 2,107,136	\$ 2,107,136	8.9%	\$ 20,517,769	\$ 2,115,991	\$ 2,115,991	10.3
GRAND TOTAL EXPENSES	\$44,282,684	\$2,902,654	\$ 2,902,654	6.6%	\$43,745,233	\$3,023,946	\$ 3,023,946	6.99

Southeastern Public Service Authority Monthly Expense Line Items FY 2020 From Previous Month Budget Jul-19 Description Aug-19 Sep-19 FYTD \$ Change % Change 71,245 Salaries Exempt 1,969,492 \$ 71,245 N/A Salaries Non-Exempt 4,755,955 156,831 156,831 N/A Overtime 300,092 32,856 32,856 N/A 19,002 Fica / Medicare Tax 537,452 19,002 N/A

Fica / Medicare Tax		537,452		19,002						19,002		-	N/A
VRS Retirement		41,653		2,923						2,923		-	N/A
Health Insurance		1,408,744		103,638						103,638		-	N/A
Vrs Group Life Insurance		84,794		6,270						6,270		-	N/A
Unemployment Insurance		5,604		56						56		-	N/A
Workers Compensation	<u> </u>	194,954		14,969			<u> </u>		<u> </u>	14,969		-	N/A
Medical Fees		12,200		-						-		-	N/A
Security Service	<u> </u>	81,728		1,588			<u> </u>		<u> </u>	1,588	<u> </u>	-	N/A
Professional Services		201,980		3,611						3,611		-	N/A
Engineering Services		285,433		-						-		-	N/A
Landfill Survey		15,000		-						-		-	N/A
Legal Fees		325,000		-						-		-	N/A
Environmental Testing		103,400		212						212	<u> </u>	-	N/A
Fire Protection		7,000		276						276		-	N/A
Temporary Employment Services		0		2,128						2,128		-	N/A
Uniform Rental		50,394		1,505						1,505		-	N/A
Maintenance Service Agreements		155,529		2,475						2,475	<u> </u>	-	N/A
Grounds Maintenance		112,667		604						604		-	N/A
Hazardous Waste Disp/Cleanup	<u> </u>	57,000		-			<u> </u>		<u> </u>	-	↓	-	N/A
Equipment Maintenance	<u> </u>	1,043,403		19,829			<u> </u>		<u> </u>	19,829	—	-	N/A
Building / Site Maintenance		591,954		12,149						12,149		-	N/A
Leachate Pumping Station Maint	<u> </u>	37,500		-			<u> </u>		<u> </u>	-	—	-	N/A
Printing		300		-						-		-	N/A
Advertising	<u> </u>	13,700		-	<u> </u>		<u> </u>		<u> </u>	-	<u> </u>	-	N/A
Permit Fees		75,530		-						-		-	N/A
Suffolk Host Fee		560,000		87,615						87,615		-	N/A
Electricity		222,700		3,413						3,413		-	N/A
Heating/Gas/Propane	-	14,000		-	<u> </u>				<u> </u>		<u> </u>		N/A
Water / Sewer	<u> </u>	50,200		-	<u> </u>		—		—	=	<u> </u>	-	N/A
Leachate Treatment	-	398,000		-			-		<u> </u>		<u> </u>	-	N/A
Telephone	-	121,000		6,059	<u> </u>		-		<u> </u>	6,059	—	-	N/A
Postage	-	2,760		-			-		<u> </u>	-	—	-	N/A
Radio Communication & Repair	-	10,900		- 17,400			-		—	- 17,400	├──	-	N/A
Insurance & Bonding	1	194,492		16,489						16,489	<u> </u>	-	N/A
Equipment Rental	-	35,000		-			-		—	- 000	├──	-	N/A
Land Lease Payment	-	3,500		292			-		—	292	├	-	N/A
Tire De-Rimming Service	-	10,000		-			-		—	- 1.75	├──	-	N/A
Travel And Training	-	28,145		143			-		—	143	├──	-	N/A
Road Tolls	1	159,375		14,463						14,463	<u> </u>	-	N/A
Membership & Professional Dues	-	4,558		- 2.202			-		—		├──	-	N/A
Bank Fees	-	42,917		3,393			-			3,393	<u> </u>	-	N/A
Awards Programs	-	10,000		325			-		—	325	├──	-	N/A
EMS Support Program	-	1,000		-			-		—	- 15/	├──	-	N/A
Office Supplies	-	13,620		156			-		<u> </u>	156	<u> </u>	-	N/A
Dues & Subscriptions	-	15,750		202			-		—	202	├──	-	N/A
Other Operating Supplies	-	105,710		619			-		<u> </u>	619	<u> </u>	-	N/A
Vehicle / Equipment Fuel	-	958,899		53,623			-		—	53,623	├──	-	N/A
Vehicle / Equipment Tires	-	772,300		51,413			-		—	51,413	├──	-	N/A
Safety Apparel & Equipment	-	26,740		343			-		—	343	├──	-	N/A
Small Equipment	<u> </u>	18,668		201	<u> </u>		<u> </u>		<u> </u>	201	<u> </u>	-	N/A
Computer Hardware	١	10,000	_				L_		<u> </u>		<u> </u>		N/A
Total Operating Expenses	\$	16,258,692	\$	690,914	\$	-	\$	-	\$	690,914	\$	-	N/A
Capital Projects/Equip Replacement	\$	4,385,045		104,604		-		-		104,604		-	N/A
Contracted Waste Disposal		19,295,197		1,745,574		0		0		1,745,574		0	N/A
Suffolk Environmental Trust Fund		5,000		-		-		-		-		-	N/A
Reserves for Landfill Expansion/Closure		4,338,750		361,563						361,563	l		N/A
Total Expenses	S	44,282,684	^	2,902,654	\$	-	s		\$	2,902,654	s		N/A

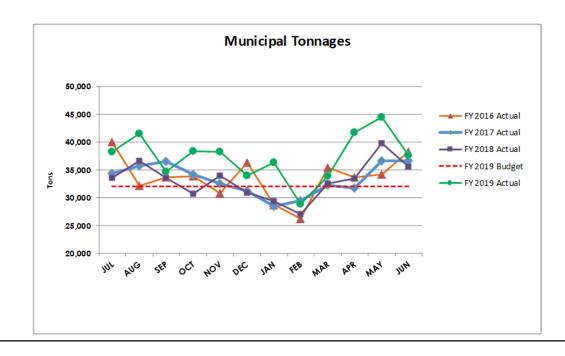




Southeastern Public Service Authority (SPSA) Waste Stream

						FY 2020	
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Actual (Tons)	% of Budge
Waste Category	Actual (Tons)	Actual (Tons)	Actual (Tons)	Actual (Tons)	Budget	as of 7/31/2019	•
Waste Stream Budgeted under Tippin	ng Fees						
Municipal Waste							
Chesapeake	94,981	90,926	90,896	105,353	105,100	9,487	9.0%
Franklin	2,592	2,690	2,698	2,955	3,000	265	8.8%
Isle of Wight	16,513	15,180	16,883	17,265	17,200	1,584	9.2%
Norfolk	66,240	64,575	62,587	90,129	90,600	7,861	8.7%
Portsmouth	29,089	30,023	32,769	40,222	39,800	3,632	9.1%
Southampton	8,385	8,593	8,910	10,675	10,800	815	7.5%
Suffolk	40,068	45,645	40,847	42,325	38,900	3,828	9.8%
Virginia Beach	134,285	130,645	127,483	138,823	139,600	12,755	9.1%
Residential (Free of Charge)	10,096	11,223	13,711				N/A
Total Municipal Waste	402,249	399,500	396,784	447,747	445,000	40,227	9.0%
Sludge - Norfolk	4,611	4,782	5,586	6,040	5,500	845	15.4%
Navy Waste	24,725	24,500	26,653	26,265	25,500	2,204	8.6%
SPSA Contracted Waste		26,437	65,936	146,442	138,500	16,467	11.9%
Construction & Demolition Debris	11,486	14,252	14,850	9,808	15,000	1,138	7.6%
Non-Contract Waste	-	_	15,469	36,682	32,000	3,316	10.4%
Total Other Waste	40,822	69,971	128,494	225, 237	216,500	23,970	<u>11.1</u> %
Total Waste Stream	443,071	469,471	525,278	672,984	661,500	64,197	9.7%

Note: Effective July 1, 2018 residential waste tons is included with municipal waste tons.



Southeastern Public Service Authority (SPSA) Regional Landfill Waste Stream

July

Types of Waste (tons)	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020
Construction and Demolition Debris	11,485	14,252	14,850	9,807	1,138	1,138
Water Treatment Plant Sludge	5,314	4,927	5,717	6,039	845	845
Industrial Waste	874	846	379	295	7	7
Soils for Use as Alternate Daily Cover	66,380	18,935	9,990	8,630	399	399
Clean Fill	92,732	25,369	26,396	5,940	15,174	15,174
Peanut Residue/Hulls	3,202	5,650	9,366	4,023	399	399
Non-Processible Municipal Solid Waste	1,788	5,765	3,791	867	105	105
Navy Waste ²	88	150	154	359	19	19
Non-Processible Commercial Waste ²	5,096	4,518	2,631	598	46	46
Concrete/Asphalt	416	3	-	133	83	83
Shredded Tires	3,052	3,289	4,586	5,394	513	513
Ash	177,493	174,420	179,361	113,979	2,231	2,231
Non-Qualifying Ash		-	-	52,998	9,442	9,442
MSW from FTS, IWTS, STS	-	-	46,011	102,702	9,196	9,196
Clean Fill - Clearfield	32,400	28,226	31,709	51,540	5,935	5,935
Residual Waste - Clearfield	4,857	9,771	5,585	436	-	-
Diverted Processible Waste (fromTsf Station	1,780	11,337	201	2,518	699	699
Total	406,957	307,458	340,727	366,258	46,231	46,231

¹ Prior to January 25, 2018, Represents CDD from the City of Suffolk and City of Suffolk's Contractors

 $^{^{\,2}\,}$ Boats, Flour, Frozen Foods, Other items too large for Suffolk Transfer Station

Southeastern Public Service Authority Treasurer's Report of Cash Balances For the Month Ending July 31, 2019												
Fund Type		Beginning Balance		Deposits / Transfers In	Interest	Interest Earnings	=	Payables / Transfers Out		Payroll		Ending Balance
Unrestricted and Designated Funds (see footnote below): Townebank Operating	ote b ⊹	3,297,584.92	↔	3,441,459.47		5	↔	4,072,404.79	↔	542,396.23	↔	2,124,243.37
rownebank Moriey Markel Townebank CD Virginia Investment Pool (VIP)		6,070,872.97		936,700.00		28,273.20						6,070,872.97 14,380,262.73
Raymond James & Associates Investments Total Unrestricted and Designated Funds	ဟ	10,136,233.10 33,581,161.64	S	4,378,159.47	\$ 25	28,494.41	S	4,072,404.79	S	542,396.23	S	10,136,233.10 33,373,014.50
Inst Funds: Environmental / Va. Beach Landfill Environmental / Regional Landfill	↔	464,952.27				894.10						465,846.37 456,320.28
Total Trust Funds	ဟ	920,401.16	S	•	s	1,765.49	S		S	•	ဟ	922,166.65
GRAND TOTAL	S	34,501,562.80	S	4,378,159.47	\$	30,259.90	S	4,072,404.79	S	542,396.23	S	34,295,181.15
Cash Balances Designated as follows: Operating Funds Undesignated (Fund Balance June 30, 2019) Reserved for FY 2019 Rolled Purchase Order Reserved for HRSD Forcemain Landfill Expansion / Closure Total Designated Funds	φ φ	1,136,484.75 5,918,077.00 \$753,341.75 \$2,500,000.00 23,065,111.00 33,373,014.50	(ba)	(equivalent to 2 months operating expenses)	onths o	oerating (exper	rses/				

Southeastern Public Service Authority Budget Transfer Activity For the Month Ending July 31, 2019

Department	Object	Description	T	ransfer In	Tr	ansfer Out
Landfill Landfill	53200 51110	Temporary Employment Services Salaries Non-Exempt	\$	7,680.00	\$	7,680.00
Capital Capital	62007 62999	Tractors Undesignated	\$	184,464.00	\$	184,464.00
Capital Capital Capital Capital	62012 62005 62008 62999	Fleet Maint-SUV Safety-SUV Transportation-SUV Undesignated	\$	22,500.00	\$ \$ \$	7,500.00 7,500.00 7,500.00
Capital Capital Capital	62013 62001 62002	RLF-Dozer RLF-Ashpalt Overlay RLF-Dump Truck	\$	764,000.00	\$	264,000.00 500,000.00
Capital Misc Income	62013 47700	RLF-Dozer Misc Income	\$	135,000.00	\$	135,000.00
HHW Landfill	53410 53410	Building/Site Maintenance Building/Site Maintenance	\$	5,447.88	\$	5,447.88
HHW HHW	53410 53330	Building/Site Maintenance Hazardous Waste Disposal/Clean	\$	2,975.00	\$	2,975.00
Total Budget Trai	nsfers, July	2019	\$1	,162,821.74	\$1	,162,821.74

8. Contracts

Hydroseeder for Regional Landfill

This request is for the purchase of a Finn T120T trailer mounted hydroseeder with a 1000 gallon tank, 200' hose and operator platform equipped with a spray gun and nozzle. The hydroseeder will be used to promote accelerated growth of vegetation on finished slopes at the Regional Landfill. Vegetation is required to be planted on any bare soil in order to minimize erosion and comply with the facilities Solid Waste Permit. The purchase of this hydroseeder will allow staff to spray seed, fertilizer and straw on the slopes immediately following completion of the finished grade. This will develop vegetation on the slopes much quicker resulting in less re-work due to erosion.

Staff recommends awarding the contract to James River Equipment in the amount of \$65,870 utilizing Sourcewell contract # 052417-FNN.

Budget: \$66,636 Total Price: \$65,870

<u>RECOMMENDATION</u>: Award the contract for a hydroseeder to James River Equipment in the amount of \$65,870 as presented.

<u>MOTION</u>: Do I hear a motion to award the contract for a hydroseeder to James River Equipment as presented?

Contracts Continued

Service Truck for Regional Landfill / Transfer Stations

This replacement request is part of the regular capital replacement plan. The unit being requested will be replacing the current F-550 Mobile Crane Service Truck that is used to maintain heavy equipment at the Regional Landfill and the eight (8) transfer stations. The service truck being replaced is a 2010 model with 148,000 miles. This vehicle plays a critical role in ensuring that SPSA equipment remains in operation and does not cause delays in processing, transporting or disposal of solid waste. This vehicle has had a considerable increase in operating cost over the last two years and staff anticipates that cost will rise at an even higher rate over the next several years.

Staff recommends awarding a contract to Bayshore Ford Truck Sales Inc. in the amount of \$118,097 for the purchase of one (1) Ford F-550 Crane Body Service Truck utilizing a cooperative procurement contract through the State of Delaware

Budget: \$160,000 Total Price: \$118,097

<u>RECOMMENDATION</u>: Award the contract for a service truck in the amount of \$118,097 as presented.

<u>MOTION</u>: Do I hear a motion to award the contract for a service truck to Bay Ford Truck Sales, Inc. as presented?

Contracts Continued

Ancillary Service Agreement with the City of Chesapeake

The City of Chesapeake requested SPSA open the Chesapeake Transfer Station from Noon-4:00pm each Saturday and Sunday for Chesapeake residents only. SPSA has provided this service to the City of Norfolk at the Norfolk Transfer Station for many years. In accordance with the Use & Support Agreements (U&SA), attached is the ancillary service agreement. Chesapeake will pay SPSA the current municipal rate per ton for each ton of waste received on Saturday and Sunday from Noon-4:00 p.m. with a minimum payment of \$1,524 per day to cover the minimum daily costs to operate the transfer station. The agreement is effective September 3, 2019. The City of Chesapeake has executed the agreement.

The revised operating hours of the transfer station are as follows:

MONDAY	8AM – 5PM
TUESDAY	No Residential Dumping
WEDNESDAY	No Residential Dumping
THURSDAY	No Residential Dumping
FRIDAY	No Residential Dumping
SATURDAY	8AM TO NOON
SATURDAY	NOON – 4PM Chesapeake Residents Only
SUNDAY	NOON – 4PM Chesapeake Residents Only

<u>RECOMMENDATION</u>: Approve the resolution as presented.

<u>MOTION</u>: Do I hear a motion to approve the Resolution for the Chesapeake Transfer Station Ancillary Agreement as presented?

RESOLUTION CHESAPEAKE TRANSFER STATION ANCILLARY AGREEMENT

WHEREAS, the Southeastern Public Service Authority of Virginia ("SPSA") has entered into identical Use and Support Agreements (being identical, they are referred to herein as the "U&SA") with its eight member localities ("Member Localities") to provide for safe and environmentally sound disposal of the Member Localities' municipal solid waste; and

WHEREAS, pursuant to the terms of the U&SA, SPSA from time to time may provide ancillary solid waste management and disposal services to Member Localities, either by separate agreement with a Member Locality and/or pursuant to an arrangement set forth in SPSA's Strategic Operating Plan ("SOP");

WHEREAS, prior to entering into a separate agreement with a Member Locality or acting pursuant to a global arrangement under the SOP, (i) the providing of such ancillary services shall be approved by SPSA's Board, and (ii) unless otherwise approved by the Board, (A) the fees charged to the Member Locality at a minimum shall be sufficient to cover the costs incurred by SPSA to provide the ancillary services, and (B) the ancillary services shall be available at identical fees to all Member Localities;

WHEREAS, the City of Chesapeake has requested that SPSA provide ancillary services to operate the Chesapeake Transfer Station at 901 Hollowell Lane, Chesapeake, on designated days and at designated hours to be available for residents of the City of Chesapeake to deliver waste directly to the Chesapeake Transfer Station;

WHEREAS, SPSA's management has made presentations to the Board demonstrating that (i) SPSA is capable of operating the Chesapeake Transfer Station as contemplated to provide the ancillary services, (ii) the proposed fees for such ancillary services, at a minimum, will cover the costs incurred by SPSA to provide the ancillary services, and (iii) SPSA is capable of and prepared to offer the ancillary services under similar circumstances to other Member Localities at identical fees;

WHEREAS, after due consideration the Board has determined it is in the best interests of SPSA to provide the described ancillary services.

NOW, THEREFORE,

The Board hereby approves, adopts and accepts the Ancillary Services Chesapeake Transfer Station Agreement substantially in the form attached hereto as <u>Exhibit A</u>, to be effective as of September 3, 2019.

The Board hereby directs the Executive Director of SPSA, pursuant to the terms of the U&SA, to include in her annual operating budget presentation to the Board a report (i) identifying the ancillary services being provided to the City of Chesapeake in accordance with the Ancillary Services Chesapeake Transfer Station Agreement, and (ii) including relevant financial data demonstrating whether the fees charged by SPSA covered the costs incurred by SPSA to provide the ancillary services.

The Board hereby authorizes and directs the Executive Director of SPSA in the name of, and on behalf of SPSA, to execute the Ancillary Services Chesapeake Transfer Station Agreement and to deliver it to the City of Chesapeake, such execution and delivery conclusively to evidence due authorization and approval thereof by SPSA, and to perform SPSA's obligations as set forth in the Ancillary Services Chesapeake Transfer Station Agreement.

The Board hereby authorizes and directs the Executive Director of SPSA, in the name of, and on behalf of SPSA, to do all such acts and prepare, execute, file and deliver all such other documents, instruments, certificates and agreements, each in the name of and on behalf of SPSA, that she may deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

The Board hereby authorizes and directs the Executive Director of SPSA, in the name of, and on behalf of SPSA, to take any and all steps and to do all things that she may deem necessary or advisable in order to effect the purposes of the foregoing resolutions.

Adopted this day of August 28, 2019.	
	ATTEST:
	John M. Kiefer, Chairman

EXHIBIT A

Form of Ancillary Services Transfer Station Agreement

ANCILLARY SERVICES CHESAPEAKE TRANSFER STATION AGREEMENT

WHEREAS, SPSA is an authority created pursuant to the Virginia Water and Waste Authorities Act, and Chesapeake is a member locality in SPSA;

WHEREAS, SPSA and Chesapeake entered into an Agreement for Use and Support of a Solid Waste Disposal System dated May 24, 2016 (the "<u>Use and Support Agreement</u>"), to which is attached as <u>Schedule I</u>, SPSA's Strategic Operating Plan (the "<u>SOP</u>");

WHEREAS, the Use and Support Agreement provides that in addition to SPSA's management and disposal of Chesapeake's municipal solid waste, SPSA from time to time may by separate agreement, and/or by a global arrangement applicable to <u>all</u> member localities of SPSA provide ancillary waste disposal services;

WHEREAS, the ancillary waste disposal services must be approved in advance by SPSA's Board of Directors, and unless otherwise approved by SPSA's Board of Directors (i) fees charged by SPSA for the services must be sufficient to cover all costs incurred by SPSA in providing the services, and (ii) the services must be available at identical fees to all member localities who have a use and support agreement with SPSA;

WHEREAS, Chesapeake has requested that SPSA staff the Transfer Station during certain hours when the Transfer Station is otherwise not in operation, for the purpose of accepting residential waste delivered directly by the residents of Chesapeake to the Transfer Station;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and other consideration herein contained, SPSA and Chesapeake agree as follows:

- 1. SPSA shall provide sufficient SPSA staff to operate the Transfer Station for the purpose of accepting and managing residential waste delivered by residents of Chesapeake, in accordance with the residential waste disposal guidelines contained in the SOP, as the SOP is amended from time to time.
- 2. The Transfer Station shall be open for the purposes described in Section 0 above each Saturday and Sunday from Noon to 4 PM, except that the Transfer Station will not be open any Saturday or Sunday on which occurs: Christmas Day, New Year's Day or Independence Day (July 4). Notwithstanding anything to the contrary above in this Section 1, in the event SPSA reasonably determines the Transfer Station should not be operated due to inclement weather, maintenance requirements or equipment failure, SPSA

- shall not be obligated to open the Transfer Station. In such event, SPSA shall alert Chesapeake as far in advance as possible by telephone call or email to the Director of Public Works for Chesapeake at the published telephone number or email address.
- 3. In return for providing the services described above, for each day the Transfer Station is open as provided in paragraph 2, SPSA shall be entitled to bill Chesapeake the greater of (1) actual daily amount derived on a per ton basis for residential waste delivered to the Transfer Station by residents of Chesapeake, at the then-current tipping fee for Chesapeake's municipal solid waste; or (2) Minimum Payment as set out below. SPSA shall bill, and Chesapeake shall pay SPSA in accordance with the payment schedule under the Use and Support Agreement. Notwithstanding anything to the contrary in this Section 2, SPSA shall be entitled to bill Chesapeake a minimum of One Thousand Five Hundred Twenty-Four Dollars (\$1,524.00) ("Minimum Payment") for each Saturday or Sunday the Transfer Station is open; this amount is in lieu of the daily amount derived from a per ton basis for residential waste actually delivered should the daily per ton amount not exceed this rate. Both parties agree that the Minimum Payment represents the amount sufficient to cover minimum daily costs incurred by SPSA to open and operate the Transfer Station under this Agreement. The Minimum Payment shall be adjusted on July 1 each year over the term of this Agreement based on the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor, Washington-Baltimore, DC-MD-VA-WV, All Items (November 1996 = 100) ("CPI") reported for the immediately preceding twelve (12) month period, or any successor index thereto, as such successor index may be appropriately adjusted to establish substantial equivalence with the CPI, except that in no event shall the Minimum Payment be decreased based on the CPI.
- 4. The term of this Agreement shall commence on September 3, 2019, and shall expire on June 30, 2020, provided however that if neither party provides notice to the other by January 31, 2020, the term of this Agreement shall be extended through June 30, 2021. Thereafter, if neither party provides written notice of termination to the other party by January 31 each year, the term shall be extended through June 30 of the immediately succeeding year. Notwithstanding the foregoing, this Agreement shall expire on the effective termination date of that Deed of Ground Lease executed between the parties on January 17, 2018.
- 5. Chesapeake understands and agrees that relying on this Agreement, SPSA will include the operations described herein for purposes of budgeting SPSA's revenues and expenses, and therefore SPSA requires that the term of this Agreement be established in conformity with SPSA's fiscal year. Except coterminous with expiration of the ground lease described in paragraph 4, Chesapeake shall not be entitled to terminate this Agreement other than (i) by written notice as described in Section 3 above, or (ii) for cause (that is, breach by SPSA). Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate as of the effective date the Use and Support Agreement terminates or expires.
- 6. Except for notice provided pursuant to Section 1 above, any notice required or permitted to be given under this Agreement shall be given in writing and (i) delivered in person, or

(ii) delivered by a nationally-recognized courier service, properly addressed, to the applicable party at its address specified below, and shall be deemed effective upon delivery, or upon attempted delivery that is refused by the recipient. Either party from time to time may change the address by giving the other party notice of the change in accordance with this Section 5. The current addresses for the parties are as follows:

SPSA CHESAPEAKE

Southeastern Public Service Authority of Virginia Attn: Executive Director 723 Woodlake Drive Chesapeake, Virginia 23320 City of Chesapeake Attn: City Manager Chesapeake City Hall 306 Cedar Road Chesapeake, Virginia 23322

IN WITNESS WHEREOF, SPSA and Chesapeake have caused this Agreement to be executed on their behalf and their seals to be affixed and attested by officials thereunto duly authorized, all as of the date and year first above written.

ATTEST:	SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA
	By:Executive Director
ATTEST:	CITY OF CHESAPEAKE
	By: City Manager
APPROVED AS TO FORM:	
Deputy City Attorney	

- 9. Other Business
- 10. Adjourn Meeting