

SOUTHEASTERN PUBLIC SERVICE AUTHORITY

Board of Directors ~ Regular Meeting*

Regional Board Room

723 Woodlake Drive, Chesapeake, Virginia



Wednesday, September 22, 2021 at 9:30 a.m.

*To accommodate those who may not be able to attend in person, the public may listen to and view presentations displayed at this meeting by registering at <https://attendee.gotowebinar.com/register/1957742443514797069>. Members of the public may also listen to the SPSA Board Meeting via telephone by dialing toll-free to 1-866-952-8437 and entering access code 429-464-755. Additionally, members of the public are invited to speak electronically at the SPSA Board of Directors Meeting during the designated public comment period at the beginning of the meeting by registering in advance with the meeting organizer. All requests for registration to make an electronic public comment must be received by 3:00 p.m. on September 21, 2021.

Meeting Organizer: Tressa Preston ~ tpreston@spsa.com ~ 757.961.3486



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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 August 25, 2021 Board meeting are included below for Board review and approval.

RECOMMENDED ACTION: Approve the minutes as presented.

MOTION: Do I hear a motion that the August 25, 2021 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**

August 25, 2021

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. Earl Sorey*	(CH)
Ms. Sheryl Raulston	(FR)	Ms. Amanda Jarratt (<i>absent</i>)	(FR)
Mr. Dale Baugh	(IW)	Mr. Randy Keaton	(IW)
Mr. John Keifer	(NO)	Mr. Richard Broad	(NO)
Mr. C.W. "Luke" McCoy	(PO)	Mr. Burle Stromberg	(PO)
Mr. Mark Hodges	(SH)	Ms. Lynette Lowe	(SH)
Mr. David Arnold**	(SU)	Mr. Albert Moor	(SU)
Mr. Thomas Leahy	(VB)	Mr. L.J. Hansen	(VB)

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

* Indicates late arrival.

** Indicates early departure.

Others present at the meeting included Alternate Ex-Officio Members Mr. Gary Kelly (VB), Mr. Oliver Love, Jr. (NO), Mr. Greg Martin (CH) and Mr. Richard Underhill (PO), SPSA executives, Ms. Liesl R. DeVary, Executive Director and Treasurer, Mr. Dennis Bagley, Deputy Executive Director, Ms. Tressa Preston, Secretary and Executive Administrator, and Mr. Brett Spain, General Counsel. Alternate Ex-Officio Member Mr. Michael Etheridge (IW) participated electronically from the SWANA Conference in Roanoke, Virginia. There were no objections to his electronic attendance.

To accommodate those who could not attend in person, through the meeting notice, members of the public were also invited to listen to and view presentations displayed at the meeting by registering for attendance using a GoTo Webinar teleconferencing platform. Members of the public were also invited to speak at the SPSA Board of Directors Meeting during the designated public comment period at the beginning of the meeting by registering in advance with the Secretary through contact information published in the meeting notice. Members of the public were also invited to listen to the SPSA Board Meeting via toll-free telephone.

1. CALL MEETING TO ORDER

Mr. Baugh, Chairman of the Board, called the meeting to order at 9:30 a.m. and led the Pledge of Allegiance.

2. PUBLIC COMMENT

Ms. Preston reported that she received no requests to make a public comment.

3. **CHAIRMAN'S COMMENTS**

Chairman Baugh delivered the following remarks:

It is a privilege to serve as the Chair of this outstanding Board. And I'd like to start by thanking each of you for your participation on the Board and the communities you represent for their positive support of SPSA. I volunteered for the selection committee for this position because I have a deep sense of public service stemming from my Navy Time and my work at Newport News Shipbuilding, building great ships. We live in a great community and this is simply a great way to fill that need for me. I appreciate your support in this role.

Sheryl and I have spent some time doing our own independent assessment of SPSA operations, and we find things to be in very good shape, with good management control and skilled workers in the right places. There are a couple of areas we thought that could use some improvements. Those are in regulatory compliance and leachate risk reduction. Both of these are being addressed by the staff in our yellow areas, which you can see if you read ahead in your folder, and you will soon hear some more about each of those areas of focus.

So, Sheryl and I have met with some of you already and we intend to talk with each of you on a one-on-one basis to listen to your views and your concerns in the time we have in the days ahead. I've been visiting our facilities with intent to see them all and I am about done with that. I have borrowed a lot of Dennis' time. I am totally impressed with the complexity of the SPSA operation as a whole, and I am equally impressed with the talent at each location that keeps things running safely and efficiently. The Suffolk Landfill complex is unique in all of Virginia and should be appreciated as such. So, I suggest that, if you haven't, please contact Dennis. Spend some time touring the landfill, and then tour your own transfer station. You'll be impressed with what you see. You'll appreciate the hard work, the safe work, that goes on by our people. Just an amazing complexity that works really well.

I announced my selection of the Executive Committee last month and have been approached with some concerns from two parties. I believe that the continuity of operations is key in the next few months, particularly in the face of pending re-appointments to the Board, and after consultation with staff and counsel, will keep the Committee as originally appointed for the time being. However, with that said, I invite any interested parties to attend the Executive Committee. It's an open meeting. Also, I will revamp its membership at any time as SPSA needs and Board Memberships change, but always with the focus on the excellent advice and counsel of the staff and the Board.

There are a number of ongoing initiatives that are very important that you know about. I'd like to review them very quickly. We've entered into an agreement with VDOT to build a flyover to eliminate some serious safety problems. One of my first awakenings in this position is when I came to meet Dennis for a tour of the landfill. I came in from the west and had to do the turn to get into the landfill. I drive a little Mini Cooper, and as I was sitting there with trucks going by at 80 miles an hour, my car was going like this, and I felt a very need to get across. It's also that I have

a manual transmission, so I was worried about the ability to stall when I do my dart to make it across there. So, if you don't have an appreciation for the need of that, I suggest you just come in from the west and see how it goes. So, I am very happy that we are pursuing that. It is a safety issue.

We've gotten control of the leachate from our landfill and our transfer stations and we are evaluating ways to reduce the quantity that is hauled over regional highways as another safety and environmental support issue and you will hear more about that here in the future. We have planned far into the future and are pursuing a landfill expansion that will support our communities for decades. We will be facing a decision on whether to landfill our trash or convert it to energy. As you know, our contract with WIN expires in 2027. We are awaiting their input on the way ahead, but we have planned conservatively. The permit process for Cells VIII and IX are working its way through the environmental process with the Corps of Engineers. How this process plays out will certainly have a big impact on our future operations. We need to work hard to keep tipping fees reasonable and reliably forecasted for the future. New technology is always around the corner, and we need to seek what supports our region the best.

And, lastly, I am an open communicator. I share what I think. I enjoy discussions. I am reasonably calm and Sheryl and I would most certainly welcome any opportunity to listen and dialogue with each of you. So, thank you for listening. This is how I think. And let's move on with the agenda.

4. **APPROVAL OF MINUTES**

The minutes of the July 28, 2021 Board Meeting had been distributed. Chairman Baugh asked if there were any additions or changes and there were none.

Mr. Keifer moved, seconded by Mr. McCoy, to approve the July 28, 2021 minutes of the SPSA Board of Directors as presented. The motion was adopted by a unanimous vote in favor.

5. **CHESAPEAKE INTEGRATED BIOENERGY COMPLEX**

Ms. DeVary introduced Mr. Ray Crabbs, President and CEO of Chesapeake IBC Renewables. Mr. Crabbs delivered the following presentation.



Integrating Complementary Waste-Reduction Technologies

TIRE RECYCLING

IBC Renewables
Renewing Tomorrow's Energy Today

IBC Capability / Projects 'At A Glance'

Chesapeake IBC Specifications and Benefits	
Project Cost	\$780 MM (+/- 20%) wrapped by Kiewit as EPC and Ford, Bacon & Davis
Location	First project nearing shovel ready in Chesapeake, Virginia on IBC owned site
Future Sites	30+ specific site locations already identified
U.S. Jobs	100 full-time permanent jobs per site with a payroll of \$5,000,000 plus 300 construction jobs
Waste Input	775,000 tons/year for each site consumed, with 95% of all waste taken in converted to valuable products ... and minimal residual carted to landfill
Carbon Footprint	2,000,000 tons of CO ₂ e per year negative – equivalent to eliminating 200,000 cars/year from each plant region
Reliability	All equipment to be deployed is 'off the shelf'
Intellectual Prop.	20 process and invention patent claims perfected/owned
Output Streams	Zero-Sulfur diesel fuel, industrial wax, green power, aggregate, metals and other recyclables, industrial chemicals
ESG	Substantive Environment, Social & Governance attributes in place (see attached)
STEM	Each site will have a STEM (Science, Technology, Engineering and Mathematics) education center operated in cooperation with local colleges, universities and local school districts

IBC Renewables
Renewing Tomorrow's Energy Today

MSW & Construction Waste to Fuel: How It Works

Step One: Waste Delivery → **TRASH** (MSW feedstock comes in) → **Step Two: Waste Recycling** (MRF) → **Plasma Power Power Generation** → **Step Three: Gasification** (TRI) → **Step Four: Biofuels Production** (F-T Conversion / Liquefaction)

Phase I: TRASH → MRF → Plasma Power Power Generation

Phase II: Plasma Power Power Generation → TRI Gasification System → F-T Conversion / Liquefaction to End Products

Process and Description:

- TRASH:** MSW feedstock comes in (Tipping Revenues Earned)
- MRF (MATERIALS RECOVERY FACILITY):** MSW is sorted (Recycled Commodities Sold: Cardboard, plastics, PET, steel cans, aluminum, etc.)
- Plasma Power Power Generation:** Inorganics are converted (Power and Aggregate Sold: Glass, brick/block/stone, food, ash, etc.)
- TRI Gasification System:** Residual organics gasified, cleaned up, turned into Synthesis Gas
- F-T Conversion / Liquefaction to End Products:** Renewable Diesel Sold, High-Quality Food Grade and Industrial Alcohols Sold

IBC Renewables
Renewing Tomorrow's Energy Today

Step One: Waste Feedstock Supply

Step One: Waste Delivery → **TRASH** (MSW feedstock comes in) → **Phase II**

Unlike other commodities or the fossil fuels that are used to create energy, IBC is paid to take its raw materials, which increases its profitability.

Through its series of proprietary processes, management projects that it will receive ~ \$20 million per year in tipping fees from the waste streams it processes. These will include used tires and C&D wastes in addition to MSW.

MSW
Vegetative
Plastics & Fiber
Organics from C&D
Railroad Ties & Tires

Approximately 500 tons per day of commodities, including aluminum, plastics, cardboard, and glass, generates revenues of \$16 million per year by selling these materials into the commodities recycling market.

IBC Renewables
Renewing Tomorrow's Energy Today

Step Two: State of the Art Recycling

IBC is developing an MSW and other waste processing facility with a total processing capacity of ~2,500 tons per day.

IBC's MSW recycling system will use a series of separators and sorters to process MSW and recover valuable commodities, including OCC/cardboard, HDPE plastics, PET, steel cans, and aluminum.

Equipment for the MSW recycling facility is being provided by Bulk Handling Systems of Eugene, Oregon, a worldwide leader in the innovative design, engineering, manufacturing and installation of sorting systems and components for the solid waste, recycling, waste-to-energy, and construction and demolition industries.

BHS has built some of the largest and most durable MRFs in the world – and they are achieving the highest throughput, recovery, and purity rates in the industry.

IBC Renewables
Renewing Tomorrow's Energy Today

Step Two (Continued): Plasma Power & Electricity

One of the critically important benefits of these technologies (which are arrayed in 'train') is the avoidance of the need to landfill the inorganic fraction of the waste stream taken into the plant (~35%). This is accomplished through the deployment of Plasma Power's technology.

The residuals that will be converted in this 'induction furnace' type system include:

- Ash from the gasifier
- Glass, brick, block, rock, dirt and food wastes from the materials recovery facility

The products produced include:

- 15 MW's of green power
- 40,000 tons/year of construction aggregate

Demonstration facility in Ft. Lauderdale, Florida.

Substantial reduction in carbon emissions.

IBC Renewables
Renewing Tomorrow's Energy Today

Step Three: Gasification



The technology at the heart of IBC's drop-in biofuels project is an indirectly-heated steam-reforming gasification system developed by ThermoChem Recovery International (TRI), headquartered in Baltimore, Maryland. The process has transformed MSW, wood waste, agricultural residues and other organic materials into gasoline, jet fuel, renewable diesel, chemicals, green power and other renewable energy.

TRI built and operated its first commercial (500 ton-per-day) gasification steam reformer (the same scale as planned for each of the IBC gasifiers in this project) in 2003, processing waste from a Canadian paper mill. It operated successfully until the paper mill's closing due to economic conditions. TRI subsequently built a four-ton per day integrated Process Design Unit (PDU) in Durham, North Carolina, which has successfully operated for more than 13,000 hours and has converted multiple feedstocks, including forest residuals and municipal solid waste (MSW), to Fischer-Tropsch (F-T) liquids.



Step Four: Sustainable Fuels & F-T Waxes

Sustainable fuels made from biomass and municipal solid waste significantly reduce CO₂ emissions on a lifecycle basis as compared to conventional fuels.

IBC's biorefinery will incorporate an advanced fixed bed (AFB) Fischer-Tropsch reactor, catalyst and product upgrading technology. The process produces "drop-in" renewable fuels and waxes that meet ASTM specifications from virtually any carbon-based feedstock.

Many companies have worked on gas-to-liquids, biomass-to-liquids and coal-to-liquids projects around the world.



Laboratory scale reactor stations that can be configured as fixed-bed, trickle bed or continuous stirred tank reactors (STR).



Full commercial scale tubular (fixed-bed) FT reactor at TRI's demonstration facility in Raleigh Durham, NC.



Chesapeake, Virginia IBC Project Highlights

Chesapeake IBC BUSINESS COMPONENTS :

- Chesapeake IBC Facility on Bainbridge Shipyard MRF with the capacity to process 750,000 wet tons of waste per year, approximately 20% of which will be recyclable, with the remaining organic materials to be used as feedstock for the Biorefinery plant and Induction system.



Chesapeake IBC Highlights (Continued)

Chesapeake IBC BUSINESS COMPONENTS:

- Chesapeake IBC will construct the facility in two phases. Phase I will include buildings number 1, 15 & 16 shown below with the capacity to process 350,000 dry tons of waste per year, approximately 20% of which will be recyclable. The balance of the structures will be completed as part of Phase II.



Environmental Benefits: Significant Landfill Diversion

Golder Associates estimates each project's gasification units alone will reduce CO₂e emissions by 1,000,000 tons per year as compared to using landfills - 40 million tons over the project's lifetime - and it will reduce by 35 million tons the amount of solid waste that will be placed in landfills.

Renewable diesel, when produced by IBC from biomass, has the potential to be carbon negative when evaluated on a life-cycle basis, due to:

- Significant reductions in the consumption of fossil fuels and their related pollution
- Diverting 350,000 dry tons per year of solid waste from landfills
- Every ton of waste processed by the plant avoids the creation of a ton of landfill gas—methane which is at least 20 times more environmental damaging than CO₂
- Gray water is reused in plant operations
- Organic wastes are disposed of without being combusted or placed in landfills
- The emissions reductions achieved by recycling of all classes of materials

Production of clean drop-in fuel provides multiple benefits including the significant reduction of principal pollutants targeted by the EPA. The project will eliminate the need for producing, transporting and consuming 440 million gallons over 20 years of petroleum-based products.

The Plant will be a minor source emitter of regulated pollutants. All mist, odor, emission controls, spill prevention, contaminant systems and product handling are designed to hold process wastes well below regulated threshold limits.



June 16, 2021

The Honorable Mark Warner
U.S. Senator
703 Hart Senate Office Building
Washington, DC
20510

The Honorable Timothy Kaine
U.S. Senator
231 Russell Senate Office Building
Washington, D.C.
20510

RE: IBC Renewables

Dear Senators Warner and Kaine:

I am writing today to lend the strong support of Reinvent Hampton Roads to the grant application to the Department of Energy by IBC Renewables. Reinvent Hampton Roads is a non-profit 501(c)(3) created to further the economic performance of the Hampton Roads Region and the Commonwealth of Virginia.

We have been engaged with IBC Renewables for approximately three years. The innovative technology exhibited and patented by IBC Renewables would literally transform the management of solid waste in our region. We have worked with the Cities of Chesapeake and Newport News for the potential location of two facilities that would together resolve the worsening solid waste situation in Hampton Roads in an environmentally sound manner. In doing so, the patented process would also produce usable products including sulfur free diesel or jet fuel, electricity and wax as well as recyclable metals.

Reinvent believes the technology has the ability to transform the recycling/solid waste disposal issues throughout the Commonwealth and the United States. We have reviewed IBC Renewables' business plan for the first two facilities and the entire Commonwealth of Virginia. We believe the potential is there for replication across the country and globally.

We urge you to lend your support to the grant application now before the Department of Energy's merit review process. If you have questions or need additional information, please do not hesitate to call on me.

With Pride In Our Region

James K. Spore
President & CEO





Mr. Crabbs then offered to answer any questions and Chairman Baugh encouraged the Board to make enquiries.

Mr. Leahy commented that Mr. Crabbs had indicated that he was using off-the-shelf technology which has never been used together and he asked how the Board could get some assurance that this idea will work. Mr. Leahy also asked what the economics for this project would be and what SPSA would be charged for municipal waste disposal. Mr. Crabbs responded that the highly-regarded engineering and construction organization Kiewit has agreed to issue a Letter of Intent to handle the engineering, procurement, and construction of these facilities, as well as serve as the plant's owner and maintainer. Kiewit is confident in this agreement because they have installed all of the pieces of equipment in other places and they know that the equipment will perform as it has in prior applications. The innovation is in connecting the known systems in the same location. Because IBC Renewables will be contracting with Kiewit they can rely on Kiewit's experience, as well as hold them accountable for both construction and operational reliability. Mr. Crabbs went on to say, as he has previously informed several Board Members in their roles within SPSA's member communities, that IBC Renewables expects to have a \$30 per ton tip fee at their door, and that long-term contract holders will benefit from a 3% contract escalator for the first ten years, followed by an additional ten years with no increase in fees. Some specialty items and services, such as PFAS processing, may have higher rates.

Mr. McCoy commented that, speaking from his 45 years in waste management, he sees Mr. Crabbs' facility as a golden opportunity for SPSA to be on the ground floor of a process that could be revolutionary for the region and the environment. Mr. McCoy went on to say that he recently spent time at the Regional Landfill and that SPSA and its member communities should be proud of the quality of the operations there. Although he will be stepping down from the Board at the end of the year, Mr. McCoy encourages leadership to stay involved in Mr. Crabbs' progress, noting that Kiewit is likely one of the best engineering and construction companies in the world. He looks forward to continued positive developments and thanked Mr. Crabbs for his presentation. Mr. Crabbs thanked Mr. McCoy for his kind comments and went on to discuss Chesapeake IBC Renewable's profound interest in Science, Technology, Engineering and Math (STEM) education and their partnership with several local colleges and universities to teach and assist in their on-site STEM center. His goal is to get young people interested in innovative problem solving, particularly as it pertains to global waste. Mr. Crabbs described reimagining the washing systems used for gravel and coal as an example of looking at existing processes in new ways that would reduce residual waste.

Mr. Keaton commented that he has been interested in Mr. Crabbs' project since he first heard of it and is glad to have gotten the full account in the presentation. He went on to ask if the aggregate left over from the process can be used as a road or building base material, and asked for clarification on Phase I and Phase II of the project in terms of amount of waste that can be processed and any differences in the manufactured products in each phase. Mr. Crabbs replied that they have not worked with VDOT regarding the composition of the aggregate. They have tested it and know that it will work to bury utility lines and things of that nature, but it is unknown if the aggregate has the structural integrity to be used as a roadbed. Mr. Crabbs went on to say that they will be producing about 40,000 tons of aggregate a year, which is not a large quantity, and is likely to be utilized entirely by smaller contractors, so they have not considered the possibility of using it for roads, but would have to consult with a structural engineer to determine if the aggregate would be suitable for that use. Regarding the phases of the project, Mr. Crabbs reported that Phase I will use a fully-built materials recovery facility (MRF), but only utilize two of three lines, which would run 8 hours a day instead of 24 hours a day, taking about 500 tons a day rather than 2200 tons a day. In Phase I they plan to sort the 500 tons a day for recyclables, glass, restaurant and food waste, and have enough waste to put in the induction furnaces to make 15 megawatts of green electricity and vitrify glass and inorganics. Mr. Crabbs noted that Phase I could serve as a standalone business, but the addition of Phase II will have the facility running 3 lines, 24 hours a day, processing 2200 tons of waste per day. 500 tons of waste would continue to fuel the induction furnace and the remaining 1700 tons would be gasified into diesel and wax. Mr. Crabbs anticipates a year between the operation of Phase I and Phase II, with the revenue from Phase I assisting in the construction for Phase II.

Mr. Leahy recalled that Mr. Crabbs mentioned that his company is looking at a number of locations across the county to build similar facilities. He asked if any other community has signed on and if construction has begun elsewhere. Mr. Crabbs replied that his company is meeting with a Cabinet Secretary and two members of the Governor's staff to discuss implementing six plants in the state of Virginia that would take 70% of the waste from the entire state and turn it into product. There is also site potential in Caroline and Fairfax Counties, as well as potential to work with Virginia Tech on a site in the Roanoke/Blacksburg/Abington area that could potentially take coal waste into the system. Mr. Crabbs noted that Fulcrum US Renewables in Reno, Nevada is working with a similar system to make jet fuel.

Mr. Keifer asked Mr. Crabbs, if all goes to plan, when he anticipates being operational with Phase I and Phase II. Mr. Crabbs responded that, while he cannot predict the future, he is hoping to break ground in the first quarter of 2022 and then it will be a 12-month process to be ready for Phase I, with Phase II active the following year, meaning that the goal is to have both phases fully operational within two years of breaking ground.

Mr. Leahy asked about the facility's regulatory permits, including not only state air and water permits, but also any state and federal approvals for the products being manufactured. Mr. Crabbs responded that the food grade wax they will be producing is, like all F-T wax, derived from oil and will be chemically the same as other F-T wax. The fuel being produced is drop-in diesel, so it can be blended, just as ethanol is blended, into various vehicular uses. Mr. Crabbs does not foresee any regulatory issues with the products they will be producing. The Chesapeake facility will have state permits to operate, as well as an air, waste, and stormwater permits, which will likely follow the same Department of Environmental Quality (DEQ) guidelines that would be applied to the MRF. The Chesapeake Bay Program (CBP)

and the Army Corps of Engineers have already signed off and the facility has been granted a Conditional Use Permit from the City of Chesapeake. As soon as the final engineering specs have been completed, Chesapeake IBC Renewables will seek final signoff from the appropriate regulatory agencies.

Mr. Stromberg asked if there was any residual waste at the end of the process. Mr. Crabbs replied that there will be a roughly 3% carbon-free residual that could potentially be used as alternate daily cover at the landfill. Mr. Crabbs intends to continue discussions with Ms. DeVary about possibly swapping their residual for the carbon-rich tire shreds from the Tire Processing Facility, as his process is carbon-driven.

Ms. Raulston asked how much water the plant uses. Mr. Crabs responded that the plant does not use a lot of water, but it does take a lot of water to charge the plant. Mr. Crabbs estimates it will take roughly 1.2 million gallons initially, but he has discussed the initial water need with the City of Chesapeake and they are confident the water can be supplied. Once charged, the plant will have about 40,000 gallons of make-up water each day from the cooling and evaporation that is a part of their process.

Chairman Baugh thanked Mr. Crabbs for his interesting presentation, wished him well on the future ahead, and commented that he looked forward to having him back to update the Board with his progress.

6. EXECUTIVE DIRECTOR UPDATES

Ms. DeVary was pleased to once again report that SPSA staff continues to do a great job keeping operations running smoothly and efficiently and that she very much appreciates all that they do.

Regarding the permitting process for Cells VIII and IX, after the July Board Meeting, SPSA received a request from the Army Corps of Engineers. They requested that SPSA seek the Attorney General's opinion on a section of the Code of Virginia that pertains to siting a landfill. The Code states that DEQ may not issue a permit for a new landfill if it is going to impact more than two acres of wetlands. The reason that the Corps is seeking this determination is because all six of the possible off-site alternatives they are considering would impact more than two acres of wetlands. If the Attorney General confirms the determination, that would mean that the off-site alternatives would no longer be viable. Ms. DeVary went on to say that there are two exemptions to this part of the Code of Virginia, SPSA being one of them, and that for years it has been anticipated that SPSA would continue to expand on the existing landfill property, which does contain wetlands. Ms. DeVary has worked with Mr. Spain on this request and due to the fact that only certain individuals can request an opinion of the Attorney General, they have reached out to the Southampton County Attorney. Because five of the six proposed off-site alternatives are in Southampton County, they are more than willing to assist and submit the request on SPSA's behalf. Mr. Spain added that the statute is fairly straightforward, but because there are some ambiguities, the Corps is requesting a formal advisory opinion, and those requests must come in the form of a proposed opinion, so that is what is being sent out. The Corps made a second request that SPSA's General Counsel opine on SPSA's ability to exercise any eminent domain rights and the role Southampton County would play in that process. Mr. Spain commented that the request is somewhat strange in that it assumes that SPSA does not have the ability to exercise eminent domain without some sort of prior consent of Southampton County, which is incorrect. SPSA has its own powers of eminent domain, so

he and Ms. DeVary are trying to clarify that point, while noting that were SPSA to attempt to exercise eminent domain on one of the proposed off-site alternative properties, SPSA would still need to work within local zoning ordinances and permitting processes if they were to construct a new landfill site. Both Southampton County and the City of Suffolk have said that it is extraordinarily unlikely that they would consent to siting a new landfill in their communities. Ms. DeVary added that staff is pleased with the progress that the Corps is making. Mr. Spain's opinion on eminent domain will be delivered later in the week, as well as the request to the Attorney General.

The VDOT Flyover is progressing as scheduled. The regular monthly meeting took place a few days before and at this point there are no changes. Ms. DeVary reported that the goal is to have 30% design plans completed by the end of September, at which point SPSA and the City of Suffolk, which has requested to participate as stakeholders, will likely meet with VDOT to review the plans.

Ms. DeVary has yet to receive any information from Wheelabrator regarding their future plans. She continues to reach out to them regularly and her hope is that she will receive the requested information next week, so that she may bring it to the Board at the September Meeting.

Ms. DeVary noted that the status of finalizing the proposed Amended and Restated Landfill Gas Agreement would be discussed in a brief closed session later in the meeting.

Ms. DeVary was pleased to announce that SPSA has received an Exemplary Environmental Enterprise (E3) designation from DEQ's Virginia Environmental Excellence Program (VEEP). Since 2001, SPSA has been a part of this program, which includes benefits like public recognition, permit fee discounts, and being granted a single point of contact with DEQ. It is a great accomplishment that SPSA is honored to have achieved. Chairman Baugh presented Mr. Mike Kelley, SPSA Landfill and Environmental Assistant Manager, with the certificate from DEQ.

Mr. Bagley delivered the operations report, stating that for the period of July 1, 2021 through July 31, 2021, SPSA landfilled 35,865 tons of material, which was an increase of 4,294 tons from the previous month. 1,292,175 gallons of leachate were sent to HRSD, which is a decrease of 188,387 gallons from the previous reporting period. Mr. Bagley noted that even though there was 8.52 inches of rain in the month of July, leachate decreased as a direct result of staff's efforts to force more water off of the landfill, rather than producing leachate. 878,831 gallons of leachate were pumped at an impressive 19.6 GPM, which is 98% of the allowable flow. This number is also due to the excellent work being done at the landfill. Only 413,344 gallons of leachate were hauled in the month of July, which Mr. Bagley pointed out is one of the lowest amounts of leachate hauling in over a year. 87.5% of the ash received from the Waste to Energy plant in the reporting period was used as alternative daily cover. Installation of the above ground storage tanks at the Regional Landfill has been completed, and they are close to being ready to receive fuel. Mr. Bagley reminded the Board that this was a project they approved several months ago to remove the underground storage tanks and replace them with above ground tanks to store fuel at the landfill. The upgrades have been completed at the Tire Processing Facility along with a final walk through of the improvements that had to be made on the machine in order to meet SPSA's specifications. Those adjustments were completed and SPSA is now able to shred 16 tons of tires per hour, whereas with the old shredder, they could process only 40 tons per day. Staff is very pleased with the production from the new shredder. Mr. Bagley added to his report that WIN has

been having some issues with their RDF plant over the last month and waste was diverted to the landfill for three days. Diversions put a strain on staff because the system is designed to be regular and repetitive and unexpected changes cause disruption. However, staff, particularly transportation, scale houses, and the landfill, have done an excellent job making accommodations and Mr. Bagley wanted to make mention of their extra efforts. He then offered to answer questions.

Mr. Hansen raised a concern about the VDOT flyover project, noting that it is an issue that has the potential for a dramatic effect on SPSA's tipping rate. He offered the suggestion that perhaps it would be valuable to have a select group work with VDOT to help keep an eye on their costs. Mr. Hansen's specific concern is that costs will continue to be raised, perhaps incrementally, and while it may not seem like a major issue to an organization that regularly works with very large-scale projects, it will be a significant matter for SPSA's rate payers. Mr. Hansen was clear that his intention was not to besmirch SPSA's partners at all, but to be realistic about the scope of their projects and the realm in which they work.

Ms. DeVary responded enthusiastically to the suggestion and said that she would welcome a designated group of Board Members to take a larger role in supervising the project. She discussed the regular monthly meeting being held to discuss progress and costs incurred. VDOT is aware that should there be any unexpected developments they are to contact her ahead of the meeting. Ms. DeVary noted that building roads is neither her, nor Mr. Bagley's, area of expertise and she would be happy to have a subgroup attend those meeting as well.

Mr. Hansen suggested that another possible solution might be to have a VDOT project manager present at each Board Meeting to help alleviate concerns. He encourages the Board to be very cautious about the project and its financial implications. Ms. DeVary commented that it was her intent to have VDOT attend Board Meetings as the project moved further along, but that she could certainly have them come in sooner. She suggested that perhaps VDOT begin to attend meetings when they reach the 30% design milestone. Ms. DeVary went on to say that she would very much appreciate having a subgroup to help review VDOT invoices when they are received.

Mr. Keifer reminded the Board that VDOT's cost estimate for the flyover project has already increased from \$25 million to \$40 million. Ms. DeVary added that she has made it very clear to VDOT that that number cannot increase and, in fact, needs to decrease. Mr. Hansen replied that he has no doubt that Ms. DeVary is performing her due diligence.

Mr. Keaton commented that he concurs with Mr. Hansen, particular because of his own experience with VDOT projects and how quickly ancillary costs can accumulate. Mr. Keaton encourages having VDOT participate with the Board as early as possible, even before 30% design completion, because administrative costs can increase dramatically.

Mr. McCoy concurred with Mr. Hansen and Mr. Keaton's recommendations and offered to put it into a motion for the record. He encouraged that those on the Board with experience in these types of projects should be able to lend their expertise and serve as an asset to Ms. DeVary and Mr. Bagley. Mr. Moor commented that Suffolk would be involved in the group at a staff level, as they have a major interest in the project. Ms. DeVary added that she has made it clear that Suffolk is to be included on reviewing any plans, but that she does think that it would be valuable to have someone from Suffolk participating in the monthly calls with VDOT. Mr. Moore agreed and committed to getting contract information to Ms. DeVary for Suffolk's participant.

Mr. Keifer offered to second a motion by Mr. McCoy, noting that the flyover has been discussed extensively at Executive Committee, but he thinks it would be very good to have a group that is familiar with VDOT to get together and monitor the project.

Chairman Baugh asked if there were other questions or comments. Mr. Leahy asked Mr. Spain about the legal requirements for this group's meetings. Mr. Spain responded that even if there were only two Board Members in the group it would still be considered a public body formed by the SPSA Board to advise it, and would therefore need to follow FOIA rules, including notice of meetings and avoidance of side discussions of committee business. Mr. Moor asked if the committee were made up of staff rather than Board Members, would the same FOIA regulations apply. Mr. Spain advised that he would have to look into that matter further.

Mr. Stromberg asked, related not to the suggested committee, but in regards to the flyover itself, if the new technology described by Mr. Crabbs earlier in the meeting comes to fruition, would that significantly decrease traffic going to the Regional Landfill. Ms. DeVary responded that if that were the case SPSA would look at the economics and logistics as there would still be trash coming to the landfill from the western communities and Suffolk would still likely use the Suffolk Transfer Station at the Regional Landfill. Mr. Keifer added that, as he recalled, the numbers indicate that a considerable amount of the traffic in that area is not related to SPSA, but because of turnarounds, which lead to the need for the flyover, regardless of whether or not SPSA trucks are entering the landfill.

Chairman Baugh asked for further questions or comments but there were none.

Mr. McCoy moved, seconded by Mr. Keifer, to establish a Subcommittee of the Board of Directors to assist the Executive Director in overseeing the financial aspects of the SPSA-funded, VDOT-managed Flyover Project. The motion was adopted by a unanimous vote in favor.

After the vote, Chairman Baugh asked if there were any volunteers for the Subcommittee. It was determined that Mr. Hansen will Chair the Subcommittee and Mr. Sorey will serve. Mr. Moor indicated that Suffolk has a strong interest in participating in discussions with VDOT and indicated that Mr. Robert Lewis would do so on behalf of the City of Suffolk. Chairman Baugh thanked the group for their support, noting that they are an excellent group for the project. Ms. DeVary added that she will put together some notes and contact the Subcommittee, remarking that they will certainly want to participate in the monthly calls with VDOT, but that she will solicit their feedback on whether or not they would like to meet in addition to that.

Ms. DeVary went on to say that she presumes that the Board, particularly the Ex-Officio Members, take the information discussed at Board Meetings back to their communities to keep them informed. She also reminded each member that if they, or their Councils, ever have questions or are uncomfortable with any aspect of the organization, they are strongly encouraged to reach out to her. She is happy to meet with and talk to each Board Member individually, as well as make arrangements to meet with governing bodies or interested parties. Ms. DeVary wanted to be sure that the Board understood that she is here to help and welcomes their communication.

Moving back to the operations report, Chairman Baugh complimented Mr. Bagley on his reporting about the exceptional work being done in regards to leachate management and reduction. He asked that his compliments be passed on to the crew at the Regional Landfill.

7. WIN WASTE INNOVATIONS PORTSMOUTH MONTHLY REPORT

Mr. Bob Hely was at the meeting in person on behalf of Mr. Clint Stratton, who was unavoidably detained in meetings. Mr. Hely commented that he doesn't often get to interact directly with the Board and that he is a marketplace manager with WIN Waste Innovations. He works Directly with Mr. Stratton, which affords him the opportunity to have a working relationship with Ms. DeVary, Mr. Bagley, and Mr. Strickland. Mr. Hely thanked Mr. Bagley and SPSA staff for their help during the necessary diversions. He noted that diverting SPSA's waste is a last resort that only happens after commercial waste has already been turned away. Mr. Hely commented that when he calls Mr. Bagley, Mr. Bagley knows that it is a dire emergency and makes accommodations. Then, when diversion is no longer necessary, WIN is obliged to remove an amount of waste from SPSA that is equal to the amount of waste that was diverted to the landfill. While WIN hopes diversion is never necessary, it happens from time to time due to mechanical situations. Mr. Hely added that, in effect, his job is community relations, public relations, and government affairs, which creates an opportunity for him to be included in the community as SPSA and WIN's valuable, and appreciated, relationship moves forward. Mr. Hely then delivered the WIN monthly report.

WIN Waste Innovations - Portsmouth

August 2021 Report to SPSA Board



Meeting SPSA's mission to provide safe and environmentally sound disposal of regional solid waste



WIN Waste Innovations Portsmouth July 2021 Actual Operational Data



Net Refuse Received			Total Refuse Processed			Total NP Diverted			Ash Shipped		
Actual	Plan	Act-Plan	Actual	Plan	Act-Plan	Actual	Plan	Act-Plan	Actual	Plan	Act-Plan
56,932	55,058	1,874	55,174	55,590	(416)	6,167	6,118	(49)	15,604	15,841	237
Volumes slightly favorable			Driven by boiler unscheduled downtime			--			Driven by slightly unfavorable processing		
Steam Sales			Boilers Unscheduled Downtime			TO's Unscheduled Downtime			Net MWH Sold		
Actual	Plan	Act-Plan	Actual	Plan	Act-Plan	Actual	Plan	Act-Plan	Actual	Plan	Act-Plan
31,836	28,180	3,656	347	152	(195)	0	24	24	15,617	19,862	(3,245)
Usage increased at NNSY this period			Driven mainly by grate issues and plugged gas path on Boiler 2			--			Driven by unfavorable processing and increased steam usage at NNSY		

- Includes 1,946 tons of non-qualifying residue delivered to landfill, qualifying residue 87.53% for July
- Waste delivered by SPSA to RDF- 52,029 tons; Boiler availability - 88%; Turbine Generator availability- 99%; Ash Screen availability - 95%
- 0 OSHA Recordable accident this period, 1 for the YTD, 0 Environmental Incident and 0 Citizen Complaints

WIN WASTE Innovations Portsmouth Salutes: Christina Trapani

- Founder of "Keep It Beachy Clean" in VA Beach
- Owner of Eco Maniac, which sells alternatives to single use plastics
- Helped lead effort to ban balloon releases in VA



Questions?



Mr. Hely thanked Ms. DeVary, Mr. Bagley, and their staff and offered to answer any questions, but there were none.

8. **FINANCIAL REPORT**

Ms. DeVary informed the Board that as of July 31, 2021 total revenues exceeded total expenses by approximately \$1.19 million as compared to \$1.22 million in the previous fiscal year. Tipping fees fiscal year to date reflect an increase of 9.6%, or approximately \$377,601 as compared to FY 2021, which Ms. DeVary noted is due to the tipping fee increasing on July 1, 2021. Municipal waste tonnages were down approximately 5.3% or 2,345 tons as compared to last fiscal year. Commercial tons were up approximately 35% or 4,856 tons as compared to last year. Ms. DeVary added that 2,000 of those commercial tons were from Waste Management, which has been utilizing the Oceana and Landstown Transfer Stations. Ms. DeVary drew the Board's attention to the Municipal Tonnages Graph which showed that FY 2022 actual municipal tonnages are slightly below the actual tonnages for July 2021, but still above previous years' actual numbers. For the month ending July 31, 2021 total municipal waste was 41,869 as compared to 44,214 a year ago.

Ms. DeVary reported that total expenses as of July 31, 2021 were approximately \$3.3 million, compared to \$3 million in the prior fiscal year. Cash balances were at \$52 million, designated as \$3.5 million in the operating fund, \$6.37 million, the equivalent of 2 months' operating expenses, in undesignated fund balance, \$3.8 million for FY 2021 purchase orders, \$2.5 million for the proposed HRSD force main, and \$35.8 million in the landfill expansion and closure fund. Ms. DeVary commented that the undesignated fund balance, which must always represent two months' operating expenses, is now higher because the FY 2022 budget increased, and that the \$3.8 million in FY 2021 purchase orders is largely for the Design Build Projects at the Regional Landfill. She then opened the floor for questions or comments, but there were none.

Mr. Keifer moved, seconded by Mr. Hansen, to approve the SPSA financial report as presented. The motion was adopted by a unanimous vote in favor.

9. **CLOSED SESSION**

Motion to Approve Request for Closed Meeting.

I move that a closed session be held for discussions regarding the proposed amendment to the Landfill Gas Rights, Easement and Lease Agreement, including current performance issues of Suffolk Energy Partners, LLC under the agreement and the impact of those performance issues on the proposed amendment, 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. McCoy moved, seconded by Mr. Keaton, to enter into a closed session to discuss the Landfill Gas Rights, Easement and Lease Agreement between SPSA and Suffolk Energy Partners, LLC and performance issues as presented. A roll call vote was taken of all voting members present, which included all members noted above with the exception of Mr. Arnold who left early. The motion was adopted by a unanimous vote of in favor.

Motion to Approve Certification after Closed Meeting.

The Board of the Southeastern Public Service Authority of Virginia 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 Virginia Freedom of Information Act; 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, seconded by Ms. Raulston, to certify the closed session as presented. A roll call vote was taken of all voting members present, which included all members noted above with the exception of Mr. Arnold who left early. The motion was adopted by a unanimous vote in favor.

10. OTHER BUSINESS

Chairman Baugh asked if there was any further business to come before the Board. Mr. McCoy commented that he is a strong believer that the Members of the Board should visit the Regional Landfill so that they may see for themselves what an amazing operation it is. He added that the Design Build Project for improvements at the landfill is an essential undertaking. Mr. McCoy complimented Ms. DeVary on how impressed he was with what he observed on his visit and continued to urge the Board to visit SPSA's facilities and remain engaged in asking questions on behalf of the communities they represent. Chairman Baugh thanked Mr. McCoy for his comments and added that he highly agrees that landfiling is a specific and detailed business that requires the developed and refined skills possessed by SPSA staff to run a safe and successful operation, as SPSA does.

Ms. Raulston congratulated Mr. Strickland and his staff at the Regional Landfill for achieving the E3 status of environmental excellence in the state, noting, for those less familiar with the program, that it is a very impressive accomplishment and, once achieved, must be maintained with environmental systems focused on safety and compliance. Ms. Raulston has shared her compliance systems and procedures from her work at International Paper in Franklin with the environmental staff. She noted that having an E3 status reflects very well on SPSA in the public arena when people can see that all of SPSA's facilities operate at this level. She suggested that the VEEP logo be added to the SPSA website and to presentations so that SPSA's status can grow to become common knowledge. Ms. Raulston again congratulated staff and thanked them for the wonderful work they do.

11. ADJOURN MEETING

There being no further business to come before the Board of Directors, the regular meeting was adjourned at 11:21 a.m.

Liesl R. DeVary
Executive Director

Submitted by: Tressa Preston, Secretary, SPSA Board of Directors

5. Executive Director Updates

Attachments:

- Landfill Operational Summary
- Executive Committee Minutes – July 20, 2021

Landfill Operational Summary

SPSA Regional Landfill Operational Summary		KEY:			
Period	August 1, 2021 to August 31, 2021		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		No issues during the reporting period.
1.2	Environmental compliance and reporting	Compliance	All submissions made.		No issues during reporting period.
1.2.1	Solid waste operations	Compliance	In Compliance		No issues during the reporting period.
1.2.2	Title V	Compliance	In Compliance		Issues with gas well Monitoring and Reporting by co-operator. Working with VDEQ to remedy.
1.2.3	VPDES	Compliance	In Compliance		New Permit was issued as of October 1st, 2020
1.2.4	Financial Assurance	Compliance	In compliance		
1.2.5	Wetlands	Compliance	In Compliance		
1.2.6	Groundwater	Compliance	In Compliance		
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				
2.1	Tonnage Landfilled	Actual Tons	30,857		
2.2	No. staff	13.5	11.5		2 vacancies: 1 Landfill Supervisor, 1 Solid Waste Assistant, Staffing is improving.
2.2	Equipment Utilization	Key equipment fully operational and deployed	All equipment operating and deployed with appropriate spares		
3	Cover Operations				
3.1	Total Cover Material Received	Actual Tons	13,254		
3.2	Date of last aerial survey	12/12/2019			Interim evaluation of air space use was completed 8/31
3.3	December 2020 Operational In-Place Density (lbs./cy)	1,600-1,800lbs/cy	1,903 lbs./cy or AUF = .94		Annual Airspace Study completed January 2021
3.4	December 2020 Effective In-Place Density (lbs./cy)	1,600 lbs./cy	1,997 lbs./cy or AUF = .99		Still well above targeted long term airspace utilization.

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. Low Flow to meters to HRSD, FIT-0301, and FIT-0401 were calibrated on 12/29 and the Pump & Haul Totalizer was reset on 12/30.
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.		1. In compliance at all 8 pump station locations. 2. Flow generation remain < 40,000 GPD typically.
4.5	Leachate Disposal	In compliance			
4.5.1	Quantity of leachate pumped to HRSD during period	x gallons	892,446.5		From 08/01 to 08/31
4.5.1.1	Cell V, Sumps 1-4	x gallons	592,658		From 08/01 to 08/31
4.5.1.2	Cell VI, Sumps 5-8	x gallons	707,569		From 08/01 to 08/31
4.5.2	Quantity of leachate hauled for disposal during period	x gallons	919,454		From 08/01 to 08/31
4.5.3	Disposal costs in period: \$		\$ 28,802		From 08/01 to 08/31
4.5.4	Any issues relative to leachate quality and acceptance at WWTPs?	No constraints	No constraints		
5	Landfill Gas Management	Compliance	In compliance		
6	Odor Complaints	No complaints	0		From 08/01 to 08/31
7	HRSD Force Main	Contract Schedule	None provided to date.		Report on evaluation of options is forthcoming. .

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 – July 20, 2021

Executive Committee Minutes
Southeastern Public Service Authority of Virginia
July 20, 2021

A meeting of the Executive Committee was held at 1:00 p.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, Mr. Randy Keaton, and Ms. Sheryl Raulston. Also in attendance were Executive Director, Liesl R. DeVary, Deputy Executive Director, Dennis Bagley, Executive Administrator, Tressa Preston, General Counsel, Brett Spain, and SPSA Board Member, Dale Baugh.

Items for Discussion:

1. Review and approve Executive Committee Minutes of June 16, 2021

Ms. Raulston moved, seconded by Mr. Keaton, to approve the minutes of June 16, 2021. The motion was adopted by a unanimous vote in favor.

Before moving to the other agenda items, Chairman Keifer reminded the Board that at the beginning of the pandemic, when electronic meetings were being held under the Governor's state of emergency guidelines, the pledge of allegiance was removed from the agenda for the sake of practicality. He asked the opinion of the Committee about returning it to the agenda and the other members indicated they were in favor of returning the pledge of allegiance to the agenda in future meetings.

At this time, Ms. DeVary also reported that she projects a net surplus of \$2.5 million for FY 2021. She noted that this figure is net of the cost of the design build project for landfill improvements. Ms. DeVary also mentioned that municipal tons for the FY exceeded the projected 500,000 tons. Mr. Keaton asked what pre-pandemic tonnage numbers were and Ms. DeVary replied that, while she did not have the exact figures at that meeting, average tonnage was closer to 380,000 tons.

2. Executive Director Reports / July Board Meeting Agenda

- a) Flyover/VDOT Update

Ms. DeVary reminded the Committee that she had sent a letter to Suffolk City Manager, Al Moor, requesting that Suffolk confirm that VDOT's preliminary designs for the flyover will meet the requirements of the Regional Landfill's Conditional Use Permit (CUP). She received a response from Robert Goumas, Interim Director of Planning and Community Development, which stated that the conceptual designs do meet the CUP requirements. Mr. Goumas also requested that the design and construction team consult with the City of Suffolk during the process. Ms. DeVary noted that Suffolk had previously indicated that it did not want to be involved in design and construction, but she will request that VDOT connect with Suffolk and perhaps invite them to participate in their monthly status update calls. It was discussed that construction of the flyover will likely begin in 2024 with a completion date scheduled in April 2026.

The next regularly scheduled call with VDOT will take place on July 26, 2021 and Ms. DeVary will be able to relay the latest updates to the Board at the July meeting.

b) Wetlands Permitting

The most recent update from VHB and the Army Corps of Engineers showed positive steps forward in the structural development of the Draft Environmental Impact Statement (DEIS), and Ms. DeVary is hopeful that progress will continue. The Corps reported that their third-party consultant meeting held June 23, 2021 went well and the comments from tribal and environmental representatives were largely requests to be involved early on in the process of any cultural resource studies that may take place. The Corps has consulted with their counsel who has advised the Corps to start looking at the DEQ permitting process, in addition to their procedures for determining the least environmentally damaging practicable alternative. Counsel also has apparently advised the Corps that all 6 potential alternate sites must be included in the DEIS. The Corps and VHB have indicated that they will be requesting that SPSA seek confirmation of the Code of Virginia's statute that bars new landfills from impacting more than 2 acres of wetlands, as well as clarifying SPSA's rights to condemnation and eminent domain.

c) Wheelabrator

Bruce Stanas, Vice President of Waste Disposal Services, has apologized again to Ms. DeVary for their continued delay in delivering the requested options for future operational strategies that would allow Wheelabrator to complete their contract with SPSA after Wheelabrator's contract with the Navy reaches the conclusion of its extension. Mr. Stanas hopes to be able to have that information for Ms. DeVary the first week of August.

Wheelabrator representatives Bob Hely and Joel Rubin requested to meet with Mr. Baugh and Ms. Raulston, as they are the Nominating Committee's proposed new Chair and Vice Chair of the Board. As those elections have not yet taken place, Mr. Keifer and Mr. McCoy agreed to take the meeting. Mr. McCoy reported that he was left with the impression that at the conclusion of the Navy's steam contract, Wheelabrator will be looking to SPSA to subsidize their lost revenue in order for them to continue operating the Portsmouth facility. The Committee discussed the terms of SPSA's contract with Wheelabrator, as well as member communities' Use and Support Agreements, possible effects to the tipping fee should waste stream and/or waste processing methods see significant changes, and the operational significance of commercial waste hauling. In order to provide better context for Mr. Baugh, the Committee revisited previous discussions regarding SPSA's role in responding to the Navy's plans for their combined heat and power plant.

d) HRSD Force Main Project

Ms. DeVary reached out to Ted Henifin at HRSD to apologize for the time it is taking for SPSA's engineering consultants to detail the options available for managing leachate now that the force main is no longer financially viable. SPSA has a meeting on July 22, 2021 to assess an evaporation system for managing all of the leachate at the Regional Landfill and results in a DEQ-approved solid that can be deposited in the landfill. Mr. Keaton asked why evaporation was not considered by HRSD originally. Ms. DeVary responded that SPSA had looked into it and, at the time, the force main

was more cost effective. She went on to say that all possibilities, including hauling, are still being considered. Ms. DeVary is hopeful that, once the best course of action is determined, SPSA can come to a similar cost sharing arrangement with HRSD that will be advantageous to both parties.

e) TFC Waste Disposal Agreement Shortfall

Ms. DeVary received a letter from TFC in response to their failure to meet their contractual agreement to deliver 50,000 tons of waste in fiscal year 2021. As Ms. DeVary reminded the Committee, TFC also had a shortfall in FY 2020. At that time, the Executive Committee instructed Ms. DeVary to offer TFC a credit on the shortfall fee they paid, provided that they made up for the lost tonnage from FY 2020 in FY 2021, in addition to meeting their 50,000-ton obligation for FY 2021. While TFC cites the pandemic as a force majeure incident, SPSA disagrees with that categorization and is aware that TFC did have enough waste to meet their obligation, but it was delivered to non-SPSA facilities.

Ms. DeVary reminded the committee that in April, TFC contacted her regarding a request to reduce their contractual volume, but keep the same discounted rate per ton. Ms. DeVary brought this request to the Committee and they advised her to inform TFC that the Committee would need more time to look into the implications of modifying the contract. At that time Ms. DeVary also reminded TFC that, if necessary, they could terminate their contract with SPSA without penalty due to lost contracts.

The Committee discussed the possibility of revisiting SPSA's commercial contracting system, which currently has two tiers and was configured to accommodate the needs of the contracted commercial haulers at that time. Items to consider are current and future needs of contractors, SPSA's operational requirements, and equitable pricing structures for contractors based on volume discounts. It was suggested that Ms. DeVary look into proposing a new tier structure that would allow for more varied levels of participation for commercial contractors. Ms. DeVary told the Committee that she could present revisions to the commercial contract structure in the coming months.

f) Emergency Procurement

Ms. DeVary made the Committee aware that, in consultation with Chairman Keifer and Mr. Spain, she has awarded a contract for the replacement inbound scale at Chesapeake Transfer Station due to emergency circumstances. When the inbound scale failed, a rental was secured and a bid for a new scale was issued. However, due to the configuration of the rental scale, it had to be placed alongside the outbound scale, creating a traffic pattern that is not ideal at any transfer station, but is particularly challenging at Chesapeake, which is one of SPSA's busiest facilities. While extra signage has been installed and additional staff have been assigned to direct traffic, it is not a safe or efficient way to conduct operations for any longer than absolutely necessary. The winning bidder, Fairbanks Scale, was able to schedule the beginning of construction on July 23, 2021, with a 17-day completion time. Other bidders needed 60-80 days for completion. Had Ms. DeVary waited until the July Board Meeting to recommend a vote on awarding the contract, SPSA would have lost its confirmed start date and construction would have been pushed back to August 30, 2021. The Committee agreed that this situation warranted emergency action from both a safety and cost perspective.

Mr. Baugh asked the cause for the scale failure. Mr. Bagley reported that it was a foundation issue, but that the new scale will be above-ground, eliminating the possibility of a similar failure. Ms. DeVary noted that all replacement scales are above-ground and Mr. Bagley added that once the replacement at the Chesapeake Transfer Station is complete, the only scales remaining to be upgraded are at Isle of Wight and Franklin.

g) HRPDC

Ms. DeVary received a letter from HRPDC Executive Director, Bob Crum, requesting that SPSA contribute \$20,000 on behalf of its member communities, to be put towards the work needed for the Regional Solid Waste Management Plan (RSWMP) and the Regional Recycling Report. Chairman Keifer reminded the Committee that before SPSA's reorganization in 2010, SPSA completed these documents for the region. After the restructuring, each community passed a resolution appointing the HRPDC as their designated solid waste planning agency, giving them the responsibility for the RSWMP and the Recycling Report.

Chairman Keifer asked how the cost for SPSA's contribution was assessed. Mr. Keaton responded that he believed that it was calculated from a number of working hours at an hourly rate. Ms. DeVary stated that she would reach out to the HRPDC for that information before the Board Meeting. The Committee agreed that the Board should be made aware of the request, but that a vote was not needed. Chairman Keifer reiterated that SPSA can make this payment on behalf of the member communities, but that the RSWMP and Recycling Report do not fall under SPSA's responsibilities. Ms. DeVary added that she is requesting that HRPDC include SPSA in the ongoing conversations about recycling planning in the region and keep SPSA informed of any and all developments that could impact the waste stream.

3. Closed Session

Motion to Approve Request for Closed Meeting.

Chairman Keifer read the following closed session motion:

I move that a closed session be held for discussions regarding (a) the bid protest received from McCarthy Tire and its impact on the Notice of Intent to Award the tire management contract to Colony Tire Corporation, 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; and (b) the status of the proposed amendment of the Landfill Gas Rights, Easement and Lease Agreement, including current performance issues of Suffolk Energy Partners, LLC under the agreement and the impact of those performance issues on the proposed amendment, 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, seconded by Ms. Raulston, to approve the closed session motion as read. The motion was adopted by a unanimous roll call vote in favor.

Motion to Approve Certification after Closed Meeting.

The Executive Committee of the Southeastern Public Service Authority of Virginia 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 Virginia Freedom of Information Act; 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. McCoy moved, seconded by Ms. Raulston, to approve certification as read. The motion was adopted by a unanimous roll call vote in favor.

4. Other Business

The Annual Meeting and election of officers will take place at the end of the July Board Meeting. In the event that Mr. Baugh is elected Chairman, as the Nominating Committee recommended, he plans to appoint Ms. Raulston, Mr. Keifer, and Mr. Keaton to serve as the Executive Committee. Mr. Baugh has also asked Lynette Lowe to Chair the Audit Committee with John Maxwell and Tom Leahy serving as members. Mr. Baugh discussed with the Committee that he is aware that the Bylaws state that members "shall be generally representative of the geographic diversity of the Authority's service area" and that he and Mr. Keaton both represent Isle of Wight County. However, Mr. Keaton, in addition to being County Administrator, serves as the Treasurer of the Hampton Roads Planning District Commission and offers a wealth of experience that is beneficial to the member communities as a whole.

Mr. McCoy commented that this would be his last Executive Committee Meeting and that he has enjoyed working with Chairman Keifer and the rest of the Committee. Chairman Keifer thanked Mr. McCoy for his service and for, what he considered to be, their partnership throughout their tenure as Chair and Vice Chair of the Board of Directors.

5. Meeting Adjourned at 4:24 p.m.

6. WIN Waste Innovations – Portsmouth Monthly Report

Presented by Mr. Clint Stratton, Plant Manager

September 13, 2021

Liesl R. DeVary
Southeastern Public Service Authority
723 Woodlake Drive
Chesapeake, VA 23320

Dear Ms. DeVary:

Please find attached the Monthly Report for WIN Waste Innovations 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, WIN Waste Innovations

enclosure

**WIN Waste Innovations
TONNAGES REPORT
CALENDAR YEAR 2021**

MONTH	OUT-OF-STATE WASTE (TONS)				TOTAL TONNAGE	NAVY STEAM DELIVERED (K-LBS)	ALL WASTE ACCEPTED AT RDF (TONS)	NP REMOVED FROM RDF (TONS)	PROHIBITED WASTE	RDF WASTE DIVERTED TO LANDFILLS (TONS)	PROCESSED WASTE (CALC)	PROCESSED FORMULA	RESIDUE DELIVERED TO LANDFILL (TONS)	MW SOLD TO THE GRID (MWHt)
	SPSA ACCEPTABLE WASTE (TONS)	THIRD PARTY ACCEPTABLE WASTE (TONS)	OUT-OF-STATE WASTE (TONS) *	OUTSIDE-AREA WASTE (TONS)										
JAN	40,450.18	12,657.54	1,557.04	-	54,664.76	73,158	54,664.76	4,736.59	-	-	49,928.17	52,206.35	14,798.12	14,930
FEB	37,997.76	11,915.76	1,793.76	-	51,707.28	73,639	51,707.28	6,151.60	-	-	45,555.68	40,112.22	12,744.91	9,483
MAR	47,325.73	8,862.66	1,899.70	-	58,088.09	36,893	58,088.09	7,544.22	-	2,159.83	50,543.87	50,341.98	12,484.66	14,908
APR	52,509.39	6,460.51	1,568.10	-	60,538.00	35,622	60,538.00	5,254.43	-	3,891.60	55,283.57	52,563.11	16,823.69	16,513
MAY	40,946.36	2,422.43	887.66	-	44,256.45	40,928	44,256.45	4,700.58	-	8,220.60	39,555.87	42,248.11	12,112.68	14,005
JUN	50,768.38	4,286.10	1,111.15	-	56,165.63	38,450	56,165.63	6,208.16	-	3,571.61	49,957.47	45,696.58	11,801.59	15,483
JUL	52,029.37	7,582.82	1,090.31	-	60,702.50	31,836	60,702.50	6,166.98	-	2,635.51	54,535.52	55,173.95	15,604.26	16,617
AUG	50,149.24	5,738.92	1,205.70	-	57,093.86	31,046	57,093.86	7,307.72	-	3,965.55	49,786.14	52,774.15	13,898	16,168
SEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-
YTD TOTAL	372,176.41	59,926.74	11,113.42	-	443,216.57	361,572.00	443,216.57	48,070.28	-	24,444.70	395,146.29	391,116.45	110,267.64	118,107.00

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

**WIN Waste Innovations
AVAILABILITY
CALENDAR YEAR 2021**

MONTH	BOILER AVAILABILITY (%)	BOILER PLANNED OUTAGES (HRS)	BOILER UNPLANNED OUTAGES (HRS)	TURBINE AVAILABILITY	TURBINE PLANNED OUTAGES (HRS)	TURBINE UNPLANNED OUTAGES (HRS)
JAN	91.4%	144	112	96.3%	68	15
FEB	92.8%	156	37	88.3%	235	0
MAR	93.0%	192	15	92.0%	185	0
APR	88.5%	0	332	100.0%	0	0
MAY	72.1%	192	493	97.4%	0	59
JUN	83.0%	344	144	98.8%	0	27
JUL	88.3%	0	347	99.6%	8	0
AUG	92.5%	155	67	100.0%	0	0
SEP						
OCT						
NOV						
DEC						
YTD TOTAL	88%	1,183.00	1,547.00	97%	496.00	101.00

WIN Waste Innovations
SUPPLEMENTAL INFORMATION
August 2021

Total Waste received by SPSA:	50,149 tons
Waste delivered to RDF:	57,094 tons
Total RDF processed:	52,774 tons
Residue sent to landfill:	13,898 tons*
Electric power sold:	16,168 MW
Steam sold to Navy:	31,046 K-LBS
Overall Boiler availability:	93%
Overall Generator availability:	100%
Environmental Incidents	0

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

General Notes:

* This total includes 2014.88 tons of non-qualifying residue delivered to the landfill this period, qualifying residue 85.50% for this period.

WIN Waste Innovations

Monthly Report for the Month of August 2021

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 (NOVs) 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
Annual RATA Testing
Quarterly GHG Test
Quarterly Ash Test

Tests Planned:

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

Inspections:

None

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:	0

Op Stats: see attached spreadsheet

Upcoming Planned Outages:

2021 Outages

January 10-16	Boiler 4
February 7-13	Boiler 1
March 14-22	Boiler 2
April	No outage
May 7-14	Boiler 4
May 14-21	Boiler 1
June 13-19	Boiler 3
July	No outage
August 15-21	Boiler 2
September 19-25	Boiler 3
October 17-23	Boiler 4
November 14-20	Boiler 1
December	No outage

WIN Waste Innovations RDF and WTE Operational Summary			KEY:		 PERFORMANCE FOR THE PLANET
Provided by WIN Waste Innovations		Change Since Last Report			
Period	August 1, 2021 to August 31, 2021	All Is Well			
		Working On			
		Noted Issue			
Item	Metric Item	Metric	Performance	Status	Comments
1	Regulatory Compliance				
1.1	Notice of Violations	Compliance	In Compliance		No issues during reporting period
1.2	VPDES	Compliance	In Compliance		No issues during reporting period
1.2.1	Solid waste operations	Compliance	In Compliance		No issues during reporting period
1.2.2	Title V	Compliance	In Compliance		No issues during reporting period
2	RDF Tipping Floor Operations				
2.1	Wait Times	<30 min			Wait times were running higher than normal, we diverted some tonnage to manage floor volumes.
2.2	Floor Volume	<1,000 Tons			Floor volumes exceeded 1000 tons, the facility diverted to manage floor volumes and wait times
2.3	Equipment Utilization	Key equipment fully operational and deployed	All 3 lines shredder overhaul/minors are now completed		
3	Ash				
3.1	Ash Delivered to RLF	Actual Tons	13,898		
3.2	Percentage of Ash Re-classified	<20%	2,015		Reclassified was 14.50%
3.3	Percentage of Ash used as ADC	> 80%	11,883		ADC was 85.50%
3.4	Rejected Loads of Ash	0	0		
4	WTE				
4.1	Boiler Availability	> 90%	93%		
4.2	TG Availability	> 90%	100%		
4.3	Ash Screener Availability	> 95 %	98%		We utilized the old screener this period while the new screener had a belt and bearing replaced.
5	Cleanliness/Litter Control				
5.1	Citizen Complaints	0			Overall cleanliness of the facility continues to improve.
5.2	Odor Complaints	0			No issues during reporting period

Acronym Definitions
RDF - Refuse Derived Fuel, **WTE** - Waste To Energy, **VPDES** - Virginia Pollution Discharge Elimination System, **ADC** - Alternative Daily Cover, **TG** - Turbine Generator

7. Financial Report

Statement of Revenue and Expenses – Budget to Actual Comparison

For the month ending August 31, 2021, total revenues exceeded total expenses by approximately \$1.9 million as compared to \$2.4 million in the previous year.

Tipping fee revenue received FYTD reflects an increase of 5.9% or approximately \$483,758 as compared to fiscal year 2021. Municipal waste tons are down approximately 13% or 11,684 tons as compared to fiscal year 2021.

For the month ending August 31, 2021, total expenses were approximately \$7 million as compared to \$6.2 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 2022 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 August 31, 2021, municipal waste tonnages reflect a decrease of 13% or approximately 11,684 tons as compared to August 31, 2020.

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, 2021, operating cash balances were approximately \$53.4 million representing approximately \$4.3 million in the operating account, \$6.4 million in undesignated fund balance, \$3.9 million for FY 2021 Rolled Purchase Orders, \$2.5 million reserved for the HRSD Force Main, \$3.6 million for Landfill Expansion Purchase Orders and \$32.7 million designated for landfill expansion/closure.

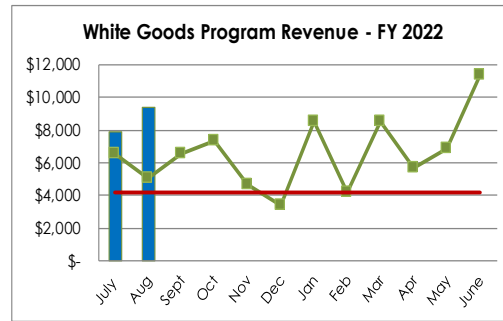
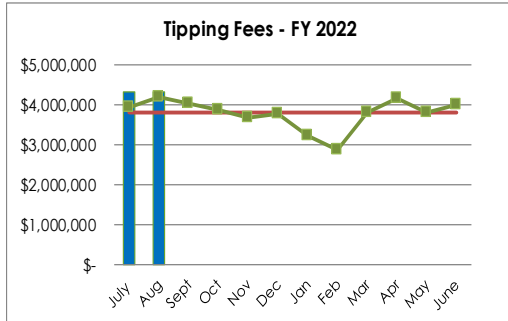
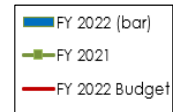
MOTION: Do I hear a motion that the SPSA Monthly Financial Reports, subject to audit, be approved as presented?

Southeastern Public Service Authority Statement of Revenue and Expenses - Budget to Actual Comparison For the Period Ending August 31, 2021								
	August 2021				August 2020			
	Adjusted Budget	Month	FYTD	% of Budget	Adjusted Budget	Month	FYTD	% of Budget
REVENUES								
Tipping Fees	\$ 45,951,468	\$ 4,326,541	\$ 8,656,116	18.8%	\$ 41,756,055	\$ 4,220,385	\$ 8,172,358	19.6%
Tire program	600,000	75,465	144,606	24.1%	600,000	52,010	106,996	17.8%
Household Hazardous Waste Revenue	386,650	51,777	93,584	24.2%	333,000	33,483	72,213	21.7%
White Goods Program	50,000	9,353	17,250	34.5%	40,000	5,025	11,545	28.9%
Landfill Gas Recovery	260,000	6,951	15,775	6.1%	260,000	4,589	34,311	13.2%
Miscellaneous Income	268,729	14,889	33,679	12.5%	1,429,891	4,403	87,446	6.1%
Interest Earnings	450,000	7,693	28,426	6.3%	450,000	32,794	54,664	12.1%
Fund Balance / Capital / Rolled PO's	4,034,338	-	-	0.0%	2,542,284	-	-	0.0%
Fund Balance / Landfill Expansion	3,787,832	-	-	0.0%	2,273,166	5,851	5,851	0.3%
TOTAL REVENUES	\$ 55,789,017	\$ 4,492,669	\$ 8,989,437	16.1%	\$ 49,684,396	\$ 4,358,540	\$ 8,545,383	17.2%
OPERATING EXPENSES								
Administration								
Salaries / Wages	\$ 850,964	\$ 65,013	\$ 120,274	14.1%	\$ 837,565	\$ 63,261	\$ 126,521	15.1%
Employee Benefits	202,110	15,622	30,562	15.1%	212,102	15,898	31,804	15.0%
A Professional / Contracted Services	691,279	38,485	70,022	10.1%	688,063	45,966	47,466	6.9%
Other Operating Expenses	226,970	16,714	30,454	13.4%	223,872	15,783	27,116	12.1%
Materials / Supplies	19,208	417	775	4.0%	17,888	869	1,071	6.0%
Total Administration	\$ 1,990,531	\$ 136,251	\$ 252,086	12.7%	\$ 1,979,490	\$ 141,776	\$ 233,979	11.8%
Environmental Management								
Salaries / Wages	\$ 327,643	\$ 22,277	\$ 40,089	12.2%	\$ 319,891	\$ 21,918	\$ 44,269	13.8%
Employee Benefits	103,908	7,861	15,573	15.0%	114,101	6,777	14,686	12.9%
Professional / Contracted Services	76,150	12,192	12,550	16.5%	78,200	11,836	11,982	15.3%
Other Operating Expenses	11,192	372	745	6.7%	13,700	444	819	6.0%
Materials / Supplies	22,860	1,301	2,044	8.9%	22,838	654	1,202	5.3%
Total Environmental Management	\$ 541,753	\$ 44,003	\$ 71,001	13.1%	\$ 548,730	\$ 41,629	\$ 72,958	13.3%
Operations								
Salaries / Wages	\$ 5,840,179	\$ 426,571	\$ 780,305	13.4%	\$ 5,731,396	\$ 414,362	\$ 813,433	14.2%
Employee Benefits	1,949,313	149,727	294,826	15.1%	1,917,326	143,743	281,443	14.7%
A Professional / Contracted Services	3,085,143	184,405	327,379	10.6%	2,996,424	180,517	308,137	10.3%
Other Operating Expenses	1,089,685	65,210	106,713	9.8%	1,053,761	109,915	159,273	15.1%
Materials / Supplies	1,846,171	150,198	263,333	14.3%	1,813,457	102,297	192,008	10.6%
Total Operations	\$ 13,810,491	\$ 976,111	\$ 1,772,556	12.8%	\$ 13,512,364	\$ 950,834	\$ 1,754,294	13.0%
TOTAL OPERATING EXPENSES	\$ 16,342,775	\$ 1,156,365	\$ 2,095,643	12.8%	\$ 16,040,584	\$ 1,134,240	\$ 2,061,231	12.9%
CAPITAL PROJECTS / EQUIPMENT REPLACEMENT								
A CELLS 8/9 PERMITTING	822,725	51,624	51,624	6.3%				
A TPS - TIRE SHREDDER	74,543	59,650	59,650	80.0%				
A ROB - Update Lighting	61,798	-	-	0.0%				
A RLF- DEMO/CONSTRUCTION	29,193	1,819	1,819	6.2%				
A RLF - UST/AST REMOVAL & ADD	242,991	12,650	12,650	5.2%				
A HHW TRAILER & SCREENPRINTS	7,800	6,300	6,300	80.8%				
A VDOT- FLYOVER	2,767,074	-	-	0.0%				
A RLF - DESIGN BUILD PROJECT	3,420,444	2,412	2,412	0.1%				
RLF - DUMP TRUCK	442,388	-	-	0.0%				
RLF - PICKUP TRUCK	32,555	-	-	0.0%				
RLF - WHEEL WASH	300,000	-	-	0.0%				
TSP - ROAD TRACTORS	622,624	-	-	0.0%				
TSP - TRAILERS	630,000	-	-	0.0%				
TSP - YARD DOG	125,000	-	-	0.0%				
CTS - TIP FLOOR REPAIRS	100,000	-	-	0.0%				
HHW - PICKUP TRUCK	33,572	-	-	0.0%				
CTS - ABOVE GROUND SCALE	125,000	-	-	0.0%				
NTS - WHEELED EXCAVATOR	342,109	-	-	0.0%				
NTS - WHEELED LOADER	535,570	-	-	0.0%				
OTS - WHEELED LOADER	385,228	-	-	0.0%				
UNDESIGNATED	104,058	-	-	0.0%				
TOTAL CAPITAL PROJECTS/EQUIPMENT REPLACEMENT	\$ 11,204,672	\$ 134,454	\$ 134,454	1.2%	\$ 9,479,133	\$ 5,851	\$ 5,851	0.1%
OTHER USES								
Contracted Waste Disposal	\$ 21,993,420	\$ 1,862,113	\$ 3,777,813	17.2%	\$ 19,820,929	\$ 1,720,540	\$ 3,395,379	17.1%
Suffolk Environmental Trust Fund	5,000	-	-	0.0%	5,000	-	-	0.0%
Reserves for Landfill Expansion/Closure	6,243,150	520,263	1,040,525	16.7%	4,338,750	361,563	723,125	16.7%
TOTAL OTHER USES	\$ 28,241,570	\$ 2,382,376	\$ 4,818,338	17.1%	\$ 24,164,679	\$ 2,082,103	\$ 4,118,504	17.0%
GRAND TOTAL EXPENSES	\$ 55,789,017	\$ 3,673,195	\$ 7,048,436	12.6%	\$ 49,684,396	\$ 3,222,193	\$ 6,185,585	12.4%
NET REVENUES / (EXPENSES)	\$ -	\$ 819,474	\$ 1,941,001		\$ -	\$ 1,136,347	\$ 2,359,798	

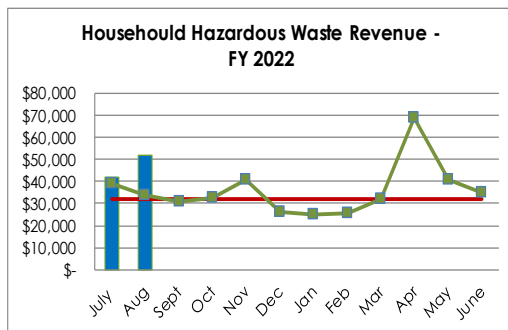
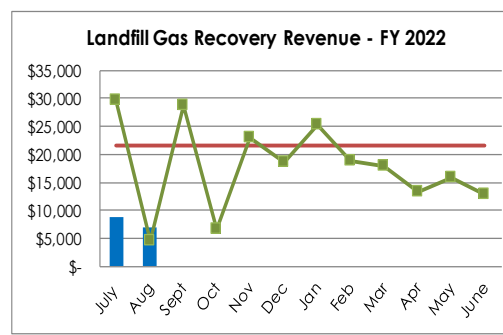
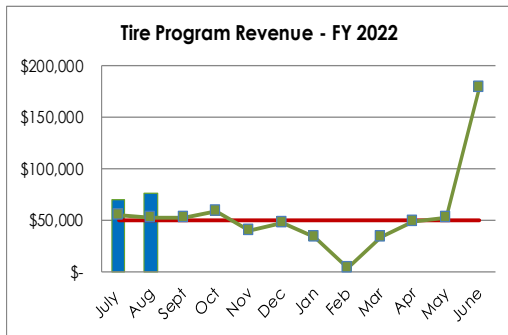
A Budget has been adjusted by \$7,349,877 for purchase orders rolled over from FY 2021, and projects related to landfill expansion.

Southeastern Public Service Authority						
Monthly Expense Line Items						
Description	FY 2022 Budget	Jul-21	Aug-21	FYTD	From Previous Month	
					\$ Change	% Change
Salaries Exempt	\$ 2,028,362	\$ 127,892	\$ 150,180	\$ 278,072	\$ 22,288	17.4%
Salaries Non-Exempt	4,680,484	282,350	336,959	619,309	54,609	19.3%
Overtime	309,940	16,565	26,721	43,286	10,157	61.3%
Fica / Medicare Tax	536,936	30,868	37,538	68,406	6,669	21.6%
VRS Retirement	51,537	3,334	3,481	6,815	147	4.4%
Health Insurance	1,408,152	114,142	112,765	226,907	(1,377)	-1.2%
Vrs Group Life Insurance	86,097	6,779	6,826	13,605	48	0.7%
Unemployment Insurance	3,658	59	33	92	(26)	-43.5%
Workers Compensation	168,951	12,568	12,568	25,136	-	0.0%
Medical Fees	12,450	-	325	325	325	N/A
Security Service	85,680	5,583	5,041	10,623	(542)	-9.7%
Professional Services	224,576	265	10,339	10,604	10,075	3807.2%
Engineering Services	248,000	-	7,697	7,697	7,697	N/A
Landfill Survey	5,000	-	-	-	-	N/A
Legal Fees	325,000	-	23,062	23,062	23,062	N/A
Environmental Testing	103,000	296	19,866	20,162	19,571	6620.7%
Fire Protection	9,250	120	-	120	(120)	-100.0%
Temporary Employment Services	34,320	1,836	172	2,008	(1,665)	-90.7%
Uniform Rental	50,608	3,301	3,678	6,979	376	11.4%
Maintenance Service Agreements	159,597	30,125	1,607	31,732	(28,517)	-94.7%
Grounds Maintenance	106,240	2,183	-	2,183	(2,183)	-100.0%
Hazardous Waste Disp/Cleanup	57,000	-	10,825	10,825	10,825	N/A
Equipment Maintenance	963,050	44,213	64,889	109,102	20,676	46.8%
Building / Site Maintenance	703,641	17,162	9,919	27,081	(7,244)	-42.2%
Leachate Pumping Station Maint	37,500	-	14,990	14,990	14,990	N/A
Advertising	9,000	594	-	594	(594)	-100.0%
Trustee Expense	1,000	-	-	-	-	N/A
Permit Fees	93,661	10,113	(13)	10,100	(10,125)	-100.1%
Suffolk Host Fee	624,000	59,078	62,685	121,763	3,608	6.1%
Electricity	207,700	225	10,654	10,878	10,429	4645.1%
Heating/Gas/Propane	9,000	-	125	125	125	N/A
Water / Sewer	43,550	1,624	1,168	2,792	(456)	-28.1%
Leachate Treatment	380,000	-	-	-	-	N/A
Telephone	113,050	7,175	8,500	15,676	1,325	18.5%
Postage	1,860	68	118	186	50	73.5%
Radio Communication & Repair	3,500	-	-	-	-	N/A
Insurance & Bonding	217,340	18,112	18,612	36,724	500	2.8%
Landfill Fire Expenses	0	4,500	601	5,101	(3,899)	-86.7%
Equipment Rental	57,100	1,440	20,300	21,740	18,860	1309.7%
Land Lease Payment	3,500	292	292	583	-	0.0%
Tire De-Rimming Service	5,000	-	-	-	-	N/A
Travel And Training	31,775	1,045	1,083	2,128	37	3.6%
Road Tolls	191,940	16,490	16,308	32,799	(182)	-1.1%
Membership & Professional Dues	3,200	379	100	479	(279)	-73.6%
Bank Fees	48,332	4,265	4,016	8,281	(249)	-5.8%
Awards Programs	10,000	-	420	420	420	N/A
EMS Support Program	1,000	-	-	-	-	N/A
Office Supplies	13,850	735	579	1,314	(156)	-21.3%
Dues & Subscriptions	23,158	387	599	986	211	54.6%
Other Operating Supplies	100,900	4,641	5,041	9,682	400	8.6%
Vehicle / Equipment Fuel	911,753	65,208	67,490	132,698	2,281	3.5%
Vehicle / Equipment Tires	747,700	42,715	72,331	115,046	29,616	69.3%
Safety Apparel & Equipment	35,400	151	4,191	4,342	4,040	2673.2%
Small Equipment	45,478	399	1,565	1,964	1,166	292.6%
Computer Hardware	10,000	-	120	120	120	N/A
Total Operating Expenses	\$ 16,342,775	\$ 939,278	\$ 1,156,365	\$ 2,095,643	\$ 217,088	23.1%
Capital Projects/Equip Replacement	\$ 11,204,672	-	134,454	134,454	134,454	N/A
Contracted Waste Disposal	21,993,420	1,915,700	1,862,113	3,777,813	(53,587)	-2.8%
Suffolk Environmental Trust Fund	5,000	-	-	-	-	N/A
Reserves for Landfill Expansion/Closu	6,243,150	520,263	520,263	1,040,525	-	0.0%
Total Expenses	\$ 55,789,017	\$ 3,375,240	\$ 3,673,195	\$ 7,048,436	\$ 297,955	8.8%

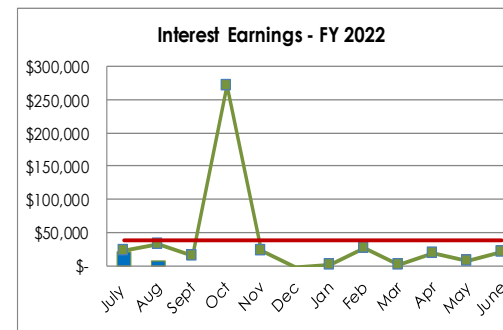
**Southeastern Public Service Authority
Monthly Comparison of Revenues and Expenses**



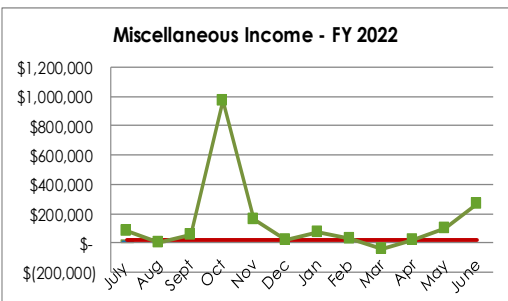
* Monthly revenue is dependent on users.

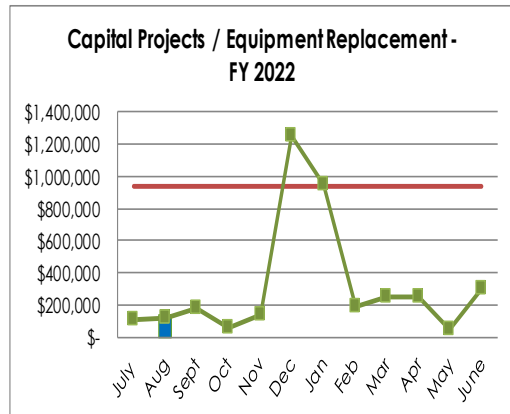
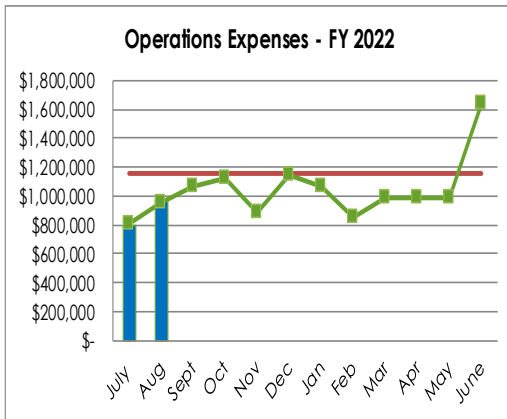
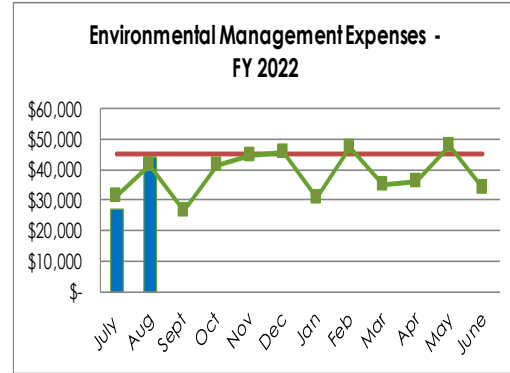
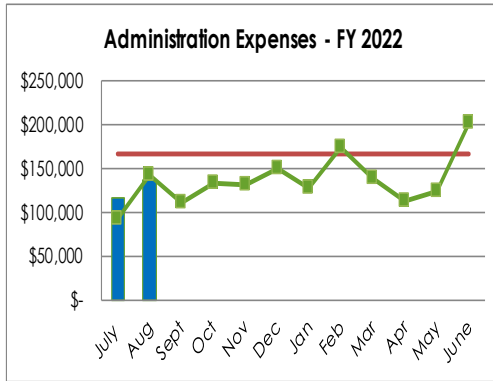
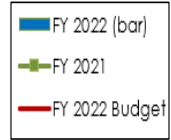


* Monthly revenue is dependent on users.



Interest payments vary based on investment date and maturity date.

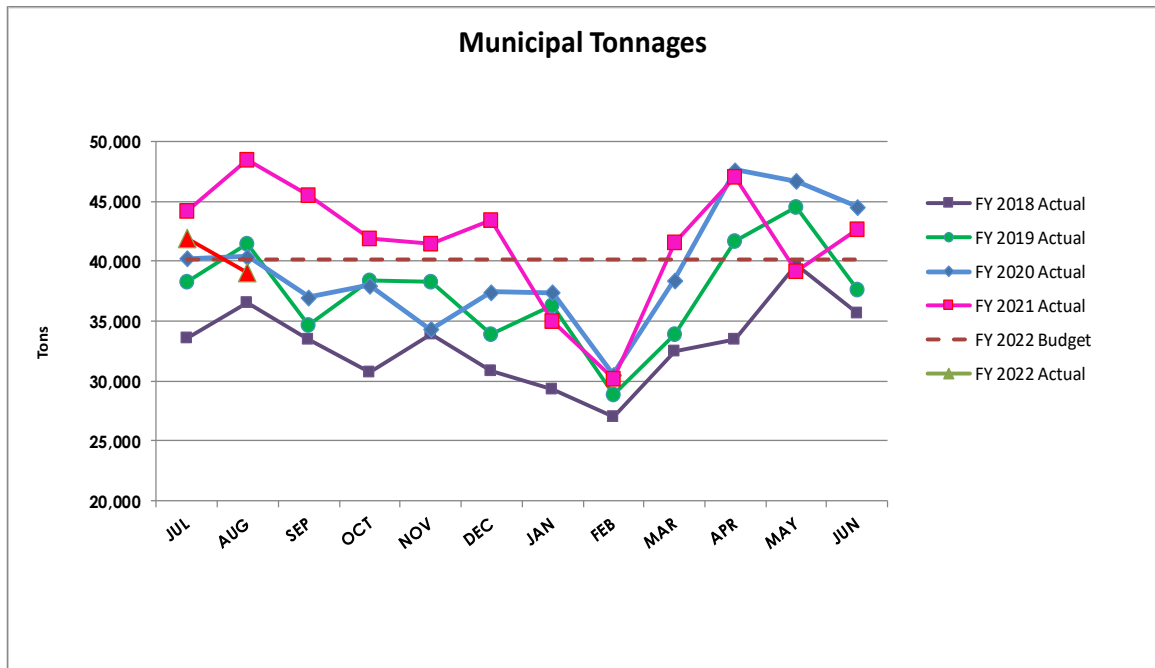




Southeastern Public Service Authority (SPSA) Waste Stream

Waste Category	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022	
	Actual (Tons)	Actual (Tons)	Actual (Tons)	Actual (Tons)	Budget	Actual (Tons) as of 8/31/2021	% of Budget
Waste Stream Budgeted under Tipping Fees							
Municipal Waste							
Chesapeake	90,896	105,353	112,154	114,806	110,000	18,850	17.1%
Franklin	2,698	2,955	3,276	3,499	3,300	675	20.5%
Isle of Wight	16,883	17,265	17,102	17,839	18,000	2,919	16.2%
Norfolk	62,587	90,129	92,423	89,209	89,000	13,704	15.4%
Portsmouth	32,769	40,222	43,829	46,339	42,000	8,006	19.1%
Southampton	8,910	10,675	9,881	10,033	10,800	1,779	16.5%
Suffolk	40,847	42,325	46,614	49,639	51,200	8,329	16.3%
Virginia Beach	127,483	138,823	147,250	169,097	157,550	26,679	16.9%
Residential (Free of Charge)	13,711	-	-	-	-	-	N/A
Total Municipal Waste	396,784	447,747	472,529	500,461	481,850	80,941	16.8%
Sludge - Norfolk	5,586	6,040	4,725	4,695	5,500	1,061	19.3%
Navy Waste	26,653	26,265	24,974	26,176	25,500	4,200	16.5%
SPSA Contracted Waste	65,936	146,442	130,777	134,044	130,000	26,711	20.5%
Construction & Demolition Debris	14,850	9,808	9,312	6,514	9,000	1,245	13.8%
Non-Contract Waste	15,469	36,682	39,588	46,616	38,000	14,428	38.0%
Total Other Waste	128,494	225,237	209,377	218,045	208,000	47,644	22.9%
Total Waste Stream	525,278	672,984	681,906	718,506	689,850	128,585	18.6%

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



Southeastern Public Service Authority (SPSA) Regional Landfill Waste Stream

	July		Aug		FYTD		
Types of Waste (tons)	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022	FY 2022
Construction and Demolition Debris	14,850	9,807	9,312	6,515	609	636	1,245
Water Treatment Plant Sludge	5,717	6,039	4,725	4,694	534	528	1,062
Industrial Waste	379	295	660	603	46	2	48
Soils for Use as Alternate Daily Cover	9,990	8,630	6,602	5,841	501	517	1,018
Clean Fill	26,396	5,940	97,970	2,281	-	54	54
Peanut Residue/Hulls	9,366	4,023	4,907	4,555	514	230	744
Non-Processible Municipal Solid Waste	3,791	867	1,570	3,409	86	97	183
Navy Waste ²	154	359	237	297	23	7	30
Non-Processible Commercial Waste ²	2,631	598	650	891	104	218	322
Concrete/Asphalt	-	133	116	-	22	-	22
Shredded Tires	4,586	5,394	6,144	6,102	709	800	1,509
Ash - Qualifying	179,361	113,979	112,585	150,882	13,658	11,883	25,541
Non-Qualifying Ash	-	52,998	58,912	16,680	1,946	2,015	3,961
MSW from FTS, IWTS, STS	46,011	102,702	106,908	112,006	10,293	9,652	19,945
Clean Fill - Clearfield	31,709	51,540	57,872	48,453	3,287	2,795	6,082
Residual Waste - Clearfield	5,585	436	446	817	76	76	152
Diverted Processible Waste (fromTsf Station)	201	2,518	2,127	2,252	-	1,347	1,347
Total	340,727	366,258	471,743	366,278	32,408	30,857	63,265

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 August 31, 2021						
Fund Type	Beginning Balance	Deposits / Transfers In	Interest Earnings	Payables / Transfers Out	Payroll	Ending Balance
Unrestricted and Designated Funds (see footnote below):						
Townebank Operating	\$ 3,172,549.51	\$ 4,346,213.38		\$ 3,614,486.38	\$ 735,152.94	\$ 3,169,123.57
Townebank Money Market	21,775.55		0.18			21,775.73
Townebank CD	6,265,663.05		7,101.64			6,272,764.69
Virginia Investment Pool (VIP)	9,303,968.30	1,400,000.00	574.57			10,704,542.87
Raymond James & Associates Investments	33,243,421.73	-	36,296.05	-	-	33,279,717.78
Total Unrestricted and Designated Funds	\$ 52,007,378.14	\$ 5,746,213.38	\$ 43,972.44	\$ 3,614,486.38	\$ 735,152.94	\$ 53,447,924.64
Trust Funds:						
Environmental / Va. Beach Landfill	\$ 469,340.21		8.30			469,348.51
Environmental / Regional Landfill	471,710.56	-	8.36	-	-	471,718.92
Total Trust Funds	\$ 941,050.77	\$ -	\$ 16.66	\$ -	\$ -	\$ 941,067.43
GRAND TOTAL	\$ 52,948,428.91	\$ 5,746,213.38	\$ 43,989.10	\$ 3,614,486.38	\$ 735,152.94	\$ 54,388,992.07
Cash Balances Designated as follows:						
Operating Funds	\$ 4,322,247.66					
Undesignated (Fund Balance June 30, 2021)	6,370,616.00					
Reserved for FY 2021 Rolled Purchase Orders	146,939.26					
Reserved for FY 2021 Rolled Capital POs	3,795,892.72					
Reserved for HRSD Forcemain	2,500,000.00					
Purchase Orders for Landfill Expansion (Roller)	874,349.12					
VDOT Flyover	2,767,074.00					
Landfill Closure (as of June 30, 2021)	19,174,086.00					
Landfill Expansion	13,496,719.88					
Total Designated Funds	\$ 53,447,924.64					
						(equivalent to 2 months operating expenses)

Southeastern Public Service Authority Budget Transfer Activity For the Month Ending August 31, 2021				
Department	Object	Description	Transfer In	Transfer Out
NO TRANSFERS WERE MADE IN AUGUST				
Total			\$ -	\$ -

8. Contract

Waste Disposal at Alternate Landfill

In order to preserve airspace at the Regional Landfill, SPSA budgeted to take approximately 25,000 tons of waste from the Franklin and/or Isle of Wight Transfer Station to an alternate landfill. The Atlantic and Bethel Landfills, owned and operated by Waste Management, are the only landfills in the area that can accept municipal solid waste. This contract, which is included for review in the following pages, has a term of 36 months however there is no minimum delivery amount or tonnage guarantee. SPSA currently pays Wheelabrator \$33.89 per ton however the distance to travel from the Franklin and/or Isle of Wight Transfer Station to the Portsmouth Wheelabrator Plant is much further than the distance to the Atlantic Landfill and Wheelabrator does not have the capacity to accept more waste.

Bid: Sole Source
Options: 36-month Agreement

Budgeted: \$875,000

<u>Vendor:</u>	<u>Price:</u>
Atlantic Waste Disposal, Inc.	\$35 per ton

RECOMMENDATION: Authorize the Executive Director to award a contract to Atlantic Waste Disposal Inc., as presented.

MOTION: Do I hear a motion to authorize the Executive Director to award a contract to Atlantic Waste Disposal, Inc., as presented?



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: Atlantic Waste Disposal, Inc.
A WASTE MANAGEMENT COMPANY

CUSTOMER: Southeastern Public Service Authority

Address: 3474 ATLANTIC LANE

Address: 723 WOODLAKE DR

City/State/Zip: WAVERLY VA 23890

City/State/Zip: CHESAPEAKE VA 23320

Signed: Authorized Signature

Signed: Authorized Signature

Name: Rob Clendenin

Name: LIESL R DEVARY

Title: Public Sector Rep. Date

Title: EXECUTIVE DIRECTOR Date

Effective Date:

Initial Term: 36 months commencing on Effective Date

AGREEMENT

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; or (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Except as provided herein, Customer makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

3. TERM OF AGREEMENT. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term," collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries, reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other

operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Prior to changing or adding any Charges payable by Customer, Company shall provide sixty (60) days' advance written notice to Customer. Changes or additions to the Charges payable under this Agreement will only be deemed agreed to if accepted by Customer in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes or additions, and Customer's failure to object to such changes or additions within the 60-day advance written notice period, which shall be deemed to be Customer's affirmative consent to such changes or additions. Increases to Charges as specified in this Section may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. Customer shall pay the rates in full within thirty (30) days of the invoice date. Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified at the top of the Agreement. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In

no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to the extent the occurrences were caused by, or the as a result of the delivery of, Nonconforming Waste delivered by Customer.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out

of the performance of this Agreement.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer. Customer may not broker the disposal of Industrial Waste through third parties under this Agreement without Company's express written consent.

12. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

13. TERMINATION. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.



Industrial Waste & Disposal Services Agreement

Exhibit A

Profile number: _____ TSR: _____ Sales person: _____

A. GENERATOR

1. Name: _____
2. Address: _____
City: _____ County: _____
State: _____ ZIP code: _____

C. FACILITY

1. Name(s): _____

B. CUSTOMER BILLING INFORMATION

1. Name: _____
2. Address: _____
City: _____
State: _____ ZIP code: _____
3. Contact name: _____
4. Email: _____
5. Phone: _____ 6. Fax: _____
7. P.O. number: _____

D. MATERIAL

1. Name: _____
2. Anticipated volume: _____

E. CHARGES

See Attached

DESCRIPTION	RATE	MINIMUM

Other services not listed above will incur additional charges that vary by location and are subject to change without notice. Payment of invoice represents agreement of such charges.

F. COMMENTS

See Attached

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: _____

COMPANY

By: _____ Date: _____
Name: _____
Title: _____

COMPANY

Signature: _____ Date: _____
Name: _____
Title: _____

9. Other Business

10. Adjourn