

**RAPPAHANNOCK REGIONAL SOLID WASTE
MANAGEMENT BOARD**

MEETING AGENDA

**GEORGE L. GORDON, JR. GOVERNMENT CENTER
BOARD OF SUPERVISOR CHAMBERS
STAFFORD, VIRGINIA**

**August 17, 2023
10:00 AM**

CALL TO ORDER / ROLL CALL

- A. APPROVE AGENDA FOR AUGUST 17, 2023 MEETING (Tab 1)
APPROVE MINUTES OF MAY 18, 2023 MEETING**

PRESENTATIONS BY THE PUBLIC

PRESENTATIONS BY R-BOARD MEMBERS

- B. REPORT OF STAFF (Tab 2)**
- 1. Report of Landfill Superintendent (Rick Markwardt)**
 - 2. Report of Assistant Landfill Superintendent (Susan Carpenter)**
 - 3. Environmental Compliance Report (Tyler Schmidt)**
 - 4. Recycling Manager Report (Francesca Johnson)**
 - 5. Community Outreach Supervisor Report (Hope Mikelson)**
- C. REPORT ON FINANCES (Tab 3)**
- 1. Financial Summary; FY2023 (Phillip Hathcock)**
 - 2. Weight & Material Analysis; FY2023 (Phillip Hathcock)**
- D. UNFINISHED BUSINESS (Tab 4)**
- 1. Public Private/Partnerships Policy (Bill Hefty)**
- E. NEW BUSINESS (Tab 5)**
- 1. Impounded Boat Landfill Fees (Phillip Hathcock)**
 - 2. R-Board Agreement (Stafford County/City of Fredericksburg) (Bill Hefty)**
 - 3. VRA R-Board Revenue Pledge Agreement for New Cell (Phillip Hathcock)**
 - a. RB23-11**

CLOSED SESSION (if needed)

NEXT SCHEDULED MEETING

November 16, 2023, Board of Supervisors Chambers, George L. Gordon, Jr. Government Center, 10:00 a.m.

ADJOURNMENT

DRAFT MINUTES
RAPPAHANNOCK REGIONAL SOLID WASTE MANAGEMENT BOARD
MAY 18, 2023
Board of Supervisors Chambers

Meeting Convened: A regular meeting of the Rappahannock Regional Solid Waste Management Board (R-Board) was convened at 8:31 a.m. on May 18, 2023.

Roll Call: The following members were present: Timothy J. Baroody; Meg Bohmke; Monica Gary; Jon A. Gerlach; Matthew J. Kelly; and Randy Vosburg.

Also in attendance were: Bill Hefty, R-Board Attorney; Rick Markwardt, Landfill Superintendent; Tyler Schmidt, Environmental Coordinator; Susan Carpenter, Assistant Landfill Superintendent; Francesca Johnson, Recycling Manager; Hope Mikelson, Community Outreach Supervisor; Pamela Timmons, Clerk; and Phillip Hathcock, Director.

Approval of the Agenda: Mr. Kelly motioned, seconded by Ms. Gary to approve the agenda.

By roll call, the vote was:

Yea:	(6)	Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay:	(0)	

Approval of the minutes of prior meeting: Mr. Kelly motioned, seconded by Ms. Bohmke, to approve the minutes from the February 15, 2023 meeting.

By roll call, the vote was:

Yea:	(6)	Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay:	(0)	

Presentations by the Public: The following members of the public desired to speak:

Tim Rudy - Asked that a consideration be given to senior citizens in the form of a small discount for coupons. With commercial rates being adjusted and the recent county tax hike, it would be appreciated.

Presentations by the R-Board: No members desired to speak.

Report of the Landfill Superintendent: Mr. Markwardt reported on the following:

Cell F3 Operations Cell F-3 is filling without any issues at this time. The Semi-Annual flyover event took place on 20 January, 2023. We have filled approximately 88% of Cells F-1, F-2, F-3, and E. There is approximately 853,000 CY remaining which gives us about 1.8 years of remaining life. Staff continues to excavate in Cell G-1.

New Equipment FY23 Staff has received word that the 963 track loader should be delivered around the end of June to mid-July.

Report of the Assistant Landfill Superintendent: Ms. Carpenter reported on the following:

Staffing The R-Board is currently authorized for a total of 42 staff positions, 37 are full-time and 5 are part-time. Most recently, Triniti Bennett was hired to fill the full-time Landfill Scale Technician position. Hope Mikelson has been with R-Board for 5 years as a Scale Tech and is now our new Community Outreach Supervisor. Francesca Johnson has been our Community Outreach Supervisor for 2 years and is the new Recycling Manager. Dylan Morrow was promoted to Heavy Equipment Operator. We are currently recruiting for the position of Maintenance Worker I.

Training and Career Development Michael Estur, Charlie Morrow, Kim Sowers, and Susan Carpenter were certified in OHSA 10 training. Susan Carpenter is a certified First Aid/CPR/AED Instructor. The following attended the 2023 Virginia Solid Waste Seminar: Susan Carpenter Dennis Kenworthy Timothy Pickett Tyler Schmidt Michael Wolfrey Michael Cross Phil Hathcock Rick Markwardt The seminar provided (4) CPE/T contact hours towards VA DPOR requirements for Class I and II license renewal.

Welcome Leo's Electronics Recycling to the Belman Convenience Center People are recycling electronics at a higher rate as time goes on, which may be attributed to a combination of people being more aware of e-waste hazards as well as national, state, and local laws requiring electronics recycling. Electronic products are made from valuable resources and materials, including metals, plastics, and glass, all of which require energy to mine and manufacture. Donating or recycling consumer electronics conserves our natural resources and avoids air and water pollution, as well as greenhouse gas emissions that are caused by manufacturing virgin materials.

Accolades It saddens us to announce the retirement of Roy Whaling. He started working at the landfill on November 21, 1994, as a Heavy Equipment Operator. His last day working will be May 31, 2023. Roy has been an integral part of our landfill for the last 29 years. Being an operator is not just about playing with big toys in the dirt, it is about safety and competency, which Roy has shown in all of his years of service. His hard work, commitment, and dedication are worthy of admiration. Roy started his career with S.W. Rodgers and then proceeded to Prince William County Schools. One day Keith English, the superintendent of the landfill at that time, saw him working at a school site and offer him a job at the landfill, where he remained for the remainder of his career.

Environmental Compliance Report: Mr. Schmidt reported on the following:

VA DEQ Corrective Action Plans (Updates) Below is an update of the R-Board's progress regarding the two Corrective Action Plans (CAP):

1. Sediment Basins: As stated in the consent order for this CAP, a full return to compliance shall be determined by demonstrating compliance with permitted effluent limits for stormwater discharges from

the Facility at all permitted outfalls. The R-Board is currently waiting for an opportunity to sample the permitted outfalls to demonstrate this compliance. Regarding the removal of SB-F-2 (Outfall 008); the R-Board has decided instead to replace the outfall and treat the pond with lime on a regular basis. This will temporarily resolve the issues faced at this sediment basin until its removal.

2. Wetlands: VA DEQ had no comment or questions regarding the Year 1 Monitoring Report. The R-Board is currently seeking three quotes to conduct the Year 2 Monitoring Report.

VA DEQ Quarterly Inspection On March 22, 2023, VA DEQ conducted its quarterly review of the R-Board landfill. The result of the inspection led to a no deficiency letter.

Groundwater Monitoring & Reporting On April 28, 2023, SCS submitted the 2022 Annual Groundwater Monitoring Report for the Active Landfill to VA DEQ. No verified exceedances were detected during 2022.

Mr. Schmidt also reported that there was a bald eagle rescued from the Landfill, and it is currently receiving care.

Recycling Report: Ms. Johnson reported on the following:

Single-Stream Update The single-stream value per ton was increased during the renegotiation of the commercial audit. The increased value per ton has lowered the monthly recycling charges to the R-Board. January 2023's invoice was \$18,668.16 and March's invoice was \$13,244.72. R-Board staff will provide an update at the next R-Board meeting.

DEQ Report Work Section 9 VAC 20-130-120 B & C of the Virginia State Regulations requires that a minimum recycling rate of the total municipal solid waste generated annually in each solid waste planning unit be maintained. For populations over 100,000 the report is done annually, due by April 30th. For population densities over 100 per square mile, the required rate is 25%. We estimate that our service area has a population of 185,500 and the population density is 660. The report is submitted to the State of Virginia Department of Environmental Quality, DEQ. Staff submitted R-Board's report on April 19th. The report estimates that we achieved a 32.5% recycling rate. This rate is subject to DEQ approval. Last year the approved rate was 36.5%. The voluntary commercial recycling audit showed an decrease in the reporting of scrap metals being recycled which attributed to the lower recycling rate. \$41.37 \$39.06 \$39.13 \$40.14 \$58.05 \$55.63 \$- \$10.00 \$20.00 \$30.00 \$40.00 \$50.00 \$60.00 \$70.00 October 2022 November 2022 December 2022 January 2023 February 2023 March 2023 Single Stream Recycling Value Per Ton October 2022 to March 2023 Value Per Ton.

Food Scrap Collection The R-Board will begin residential composting. Beginning May 15, City of Fredericksburg and Stafford County residents can drop off their food scraps at the Belman Road Convenience Center and Regional Landfill. The Compost-a-Thon is announcing this new endeavor and will allow City of Fredericksburg and Stafford County residents to receive a free compost kit (first come, first

served). The kit includes a food scrap collection bin. The food scrap collection bin is useful for collecting food scraps for backyard composting or dropping off at the R-Board.

Plastic Bag Recycling The R-Board received requests from residents to begin accepting plastic bags for recycling. Plastic bag recycling began in March. Residents can recycle their empty, clean, and dry plastic grocery or retail bags at the Regional Landfill or Belman Road Convenience Center. Staff researched options and found a great solution at no charge to the R-Board. The R-Board is partnering with Fauquier County Environmental Services to have the bags recycled by Trex.

Electronics Recycling Expansion The Stafford Middle School Leo Club expanded their electronics recycling to the Belman Road Convenience Center. The Stafford Middle School Leo Club was working on expanding last year. However, due to funding availability the expansion was postponed to 2023. The R-Board is excited to have electronics recycling offered at the Belman Road Convenience Center.

Community Outreach Supervisor Ms. Hope Mikelson reported on the following:

Landfill Tours

- Colonial Forge High School AP Environmental Science class – March 9, 2023 (19 students and teacher)
- The Commonwealth Governor’s School - March 29, 2023 (53 students)

Educational Trailer:

- Lafayette Elementary - March 29-30, 2023 (228 students)
- Grafton Village Elementary - April 1, 2023 (150 students and parents)
- Dixon-Smith Middle School - April 17-18, 2023 (318 students)
- Stafford High School - April 19-21, 2023 (316 students)
- Earth Day on the Rappahannock - April 22, 2023 (175 residents)

Non-trailer Activities

- Compost Talk at Grafton Village Elementary- April 6, 2023 (125 students and parents)
- Earth Day upcycle craft at Porter Library- April 7, 2023 (8 people)

Compost-A-Thon:

- May 12, 5-8 pm at Hurkamp Park
- 4 speakers and panel for questions
- Compost demonstrations
- Countertop scrap collection and Large compost bin giveaway
- On all local radio station events calendars and doing a Town Talk with Ted Schubel.

R-Board Solid Waste Management Advisory Committee Meeting The committee has meet once since the last board meeting were public and private partnership has been discussed.

Litter Collection

The R-Board collaborates with the Rappahannock Regional Jail (RRJ) to utilize the adult probationer community service requirement for roadside litter cleanup. The court assigns probationers a certain

number of hours to be completed by a set date. Through this cooperation, from February 1, 2023 through April 30, 2023, there have been:

- 26 active adult probationers currently in the program (18 more due to come onboard)
 - o 449 non-paid hours
 - o 471 bags of roadside litter collected
 - o 180 miles of roads cleaned
- 17 adult probationers completed the program
 - o 690.25 non-paid hours
 - o 669 bags of roadside litter collected
 - o 222.6 miles of roads cleaned

Staff also works with the Rappahannock Regional Adult & Juvenile Drug Court located at 618 Kenmore Avenue. The premise is the same as the RRJ assignees, but these folks have fewer hours and a quicker turnaround time. The court meets on Mondays and staff receives a new list of assignees on Tuesdays. The following information is provided from February 1, 2023 through April 30, 2023:

- 3 active assignees
- 25 assignees completed the program
 - o 188.25 non-paid hours
 - o 169 bags of roadside litter collected
 - o 61.2 miles of roads cleaned

We also contract with RRJ to clean road areas needing more intensive attention. RRJ provides 1 officer to oversee a crew of inmates (usually about 5 individuals). From February 1, 2023 through April 30, 2023 the following areas have been cleaned:

2/2/23: Eskimo Hill Road collected 36 bags of litter
2/3/23: Brooke Road/Eskimo Hill Road collected 27 bags of litter
2/6/23: Brooke Road collected 22 bags of litter
2/7/23: Route 3 East collected 42 bags of litter
2/13/23: Route 3 East collected 34 bags of litter
2/14/23: Route 3 East collected 32 bags of litter
2/15/23: Hope Road collected 21 bags of litter
2/23/23: Warrenton Road collected 37 bags of litter
2/24/23: Warrenton Road collected 40 bags of litter
3/6/23: Route 3 East collected 29 bags of litter
3/7/23: Route 3 East collected 47 bags of litter
3/22/23: Eskimo Hill Road collected 20 bags of litter
4/4/23: Stafford Wayside collected 35 bags of litter
4/10/23: Potomac Run Road collected 19 bags of litter
17/23: Richmond Highway North collected 23 bags of litter
4/19/23: Richmond Highway North collected 34 bags of litter
4/24/23: Telegraph Road collected 29 bags of litter

4/27/23: Telegraph Road collected 29 bags of litter.

Ms. Bohmke asked how staff was spreading the word regarding food scraps. Ms. Mikelson said that staff is posting on the website, as well as spreading the word while in the community. The kids are very interested. Ms. Bohmke asked if staff could send home composting bins with the kids. Staff has small containers for this purpose. Ms. Bohmke asked if staff could also contact Mr. Southall with the Stafford County Parks and Recreation to investigate ways to work together to spread education.

Report on Finances: Mr. Hathcock reported on the following:

R-Board finances are in good standing through April, 2023 as outlined below:

- FY2023 revenue through April reflects a total of \$8,612,719, which is 91% of budgeted revenue for FY2023. At the end of the reporting period, the R-Board held \$18,218,847 in cash and short-term investments.
- FY2023 expenses through April reflect \$5,796,511 expended (61.3%) of an approved budget of \$9,460,522.
- Permitted charge account collections reflect only two out of seventy accounts that are just over 60 days past due. Through April 30, 2023.

Cell G-1 Financing Mr. Hathcock and Mr. John Munch (Finance Department) gave an overview of financing options. Mr. Munch presented options for financing, such as direct loans. Application to the VA Resources Authority would be due by August 4th. The City and County would not be committed until going to sell. It is approximately \$700,000/year of debt service. The VRA due date is September 15th.

Ms. Bohmke motioned, seconded by Mr. Kelly, to take this issue to the members respective Board/Council for approval.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Mr. Kelly asked if there will be an overlap of cell financings. Mr. Hathcock said that there will be some overlap but hopes to reduce some of the borrowing.

Mr. Baroody reminded the R-Board members that the 2024 Agreement expires soon, so this should be tackled quickly. Possibly extend the Agreement.

Mr. Hefty said that there is a 2019 draft that was dropped with Covid, but it can be resurrected and ready for review by the August meeting.

Mr. Kelly said that the Operational v. Capital issues to clean up as well.

Members agreed to begin the process immediately. Ms. Bohmke also stated that the 1995 Library Agreement still needs to be done as well.

FY2024 Budget Presentation (cont) Mr. Hathcock concluded the presentation from the May meeting by add that the commercial revenue was reduced by \$200,000; and employee raises have been added.

Ms. Bohmke asked about the 30-15 budget line. Should the landfill or the customers absorb the fees? Mr. Hathcock is looking to pass the fees to the commercial customers, as other landfills do. He is also looking to possibly change the vendor, which could increase the fees. Mr. Hathcock will also look at possibly providing senior discounts, and will be back his recommendation to the August meeting.

Ms. Bohmke motioned, seconded by Mr. Kelly, to pass the fees to the commercial customers.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Mr. Kelly still wants to continue the discussion on charging per bag at the landfill. Ms. Gary agreed.

Ms. Bohmke motioned, seconded by Mr. Kelly, to adopt proposed Resolution RB-23-01.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Resolution RB23-01 reads as follows:

A RESOLUTION TO ADOPT THE FISCAL YEAR 2024 R-BOARD BUDGET

WHEREAS, the R-Board is committed to providing high quality solid waste services to the residents and businesses in the City of Fredericksburg (City) and Stafford County (County); and

WHEREAS, the R-Board is also committed to operating the Rappahannock Regional Landfill in a cost-effective, financially sustainable, and environmentally responsible manner; and

WHEREAS, the proposed budget is responsive to the financial concerns of each locality, as well as our commercial solid waste partners, and demonstrates a commitment to the long-term financial sustainability of R-Board operations; and

WHEREAS, the proposed Capital Improvement Program provides for the necessary replacement of capital equipment, continued compliance with our regulatory permits, the timely completion of future solid waste cells, and the closure of cells no longer in use;

NOW, THEREFORE BE IT RESOLVED, by the Rappahannock Regional Solid Waste Management Board on this the 18th day of May, 2023, that the proposed Fiscal Year 2024 Budget presented herein and in the amount of Twelve Million, One Hundred Thirty-six Thousand, Eight Hundred Seventy-four Dollars (\$12,136,874) be and it hereby is approved.

Public/Private Partnerships (cont) Mr. Hathcock will review the PPEA Guidelines, and asked for direction. Any proposal will have to be heard by the Board of Supervisors and City Council.

Mr. Baroody mentioned the revenue that would be produced by solar.

Ms. Bohmke is not convinced that it will be worth it and the long-term needs/revenue should be looked at carefully. She also said that the BOS recently approved a solar ordinance.

Mr. Kelly said that he continues to be interested in composting and recycling options and does not want to waste an opportunity. He is looking forward to the PPEA progress that will be ready for the August meeting.

Mr. Hefty confirmed that the guidelines for PPEA be ready for the August meeting, as well as the unsolicited proposals.

Ms. Bohmke requested emails of the overviews to be able to work out details. She does not want the PPEA to expire.

Recycling Costs: Mr. Hathcock reported that the average cost per ton to recycle materials for the period of July 2022 through March 2023 is \$99.27/ton. The cost to the Landfill waste in Cell F-3 is \$32.36/ton. As recycling costs have risen substantially over the past several months, this cost of business is necessary as VA-DEQ regulations mandate a 25% recycling rate per year. The recycling rate for 2022 was 36%.

R-Board Bylaws: Mr. Hefty proposed to eliminate the portion that refers to adoption of the budget by March 1st, and have the election of officers to occur at the start of each calendar year. The budget is also referred to the Agreement and has to be corrected as well.

Ms. Gary motioned, seconded by Mr. Kelly, to approve all proposals given by Mr. Hefty.

By roll call, the vote was:

Yea:	(6)	Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay:	(0)	

FY2022 Financial Report/Audit: Mr. Hathcock provided each member with a copy for their review.

FY2024 Contracts:

Mr. Kelly motioned, seconded by Ms. Gary, to approve proposed Resolution RB23-06.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Resolution RB23-06 reads as follows:

A RESOLUTION TO AUTHORIZE CARTER MACHINERY COMPANY, INC. TO PROVIDE REPAIR SERVICE AND PARTS FOR LANDFILL EQUIPMENT

WHEREAS, the Rappahannock Regional Solid Waste Management Board (R-Board) must comply with DEQ regulations requiring that equipment be maintained in top working condition; and

WHEREAS, the majority of the equipment operated by the R-Board is manufactured by Caterpillar; and

WHEREAS, Carter Machinery, Inc. of Salem, Virginia is the authorized dealer for providing repair service and parts for Caterpillar equipment in the area; and

WHEREAS, staff recommends the R-Board authorize the use of Carter Machinery Company, Inc. to provide repair service and parts for Caterpillar brand landfill equipment during FY2024 in a not-to-exceed amount of \$708,000; and

WHEREAS, funding in the amount of \$708,000 has been budgeted and appropriated in the adopted FY2024 budget for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Rappahannock Solid Waste Management Board on this the 18th day of May, 2023, that Carter Machinery Company, Inc. is authorized to provide parts and services on landfill equipment in FY2024 in the amount of Seven Hundred and Eight Thousand Dollars (\$708,000).

Mr. Kelly motioned, seconded by Ms. Gary, to approve proposed Resolution RB23-07.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Resolution RB23-07 reads as follows:

A RESOLUTION TO AUTHORIZE A CONTRACT FOR ENGINEERING, QUALITY ASSURANCE, AND QUALITY CONTROL SERVICES

WHEREAS, the Rappahannock Regional Solid Waste Management Board (R-Board) issued Proposal #23-019-5502-SP, for Professional Services for Environmental Monitoring and Engineering Services; and

WHEREAS, TRC has proposed to provide environmental monitoring and engineering support services for FY2023 in an amount not to exceed \$450,000; and

WHEREAS, staff has reviewed this proposal and determined it is reasonable for the scope of services; and

WHEREAS, funding in the amount of \$450,000 will be available in the adopted FY2024 budget, beginning July 1, 2023, for this purpose;

NOW, THEREFORE BE IT RESOLVED, by the Rappahannock Regional Solid Waste Management Board on this the 18th day of May, 2023 that the County Administrator be and he hereby is authorized to execute a professional services contract with TRC for a period of one (1) year, commencing July 1, 2023 to June 30, 2024, in an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000), unless modified by a duly-executed contract amendment; and

BE IT FURTHER RESOLVED that the R-Board will have the option to renew this contract for four (4) additional one-year terms.

Mr. Kelly motioned, seconded by Ms. Gary, to approve proposed Resolution RB23-08.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Resolution RB23-08 reads as follows:

A RESOLUTION TO AUTHORIZE EXPENSES FOR MANSFIELD ENERGY CORPORATION

WHEREAS, the Rappahannock Regional Solid Waste Management Board (R-Board) must operate equipment and vehicles as part of daily operations at the Landfill; and

WHEREAS, funding in the amount of \$605,000 has been budgeted and appropriated in the adopted FY2024 budget for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Rappahannock Solid Waste Management Board on this the 23rd day of May, 2022, that the R-Board director is authorized to purchase fuel in the total amount of Six Hundred Five Thousand Dollars (\$605,000) for FY2024.

Ms. Bohmke motioned, seconded by Mr. Kelly, to approve proposed Resolution RB23-09.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Resolution RB23-09 reads as follows:

A RESOLUTION TO AUTHORIZE THE PURCHASE OR LEASE OF A
CATERPILLAR 963B FOR LANDFILL OPERATIONS

WHEREAS, the Regional Landfill (Landfill) operates with the use of a Caterpillar 963B; and

WHEREAS, this piece of equipment is currently well past the useful life, and is repeatedly subject to mechanical breakdown, forcing the rental of a backup piece of equipment until our unit can be repaired; and

WHEREAS, the R-Board must comply with DEQ regulations requiring that equipment be maintained in top working condition; and

WHEREAS, staff recommends purchasing or leasing a new 963B track loader; and

WHEREAS, Carter Caterpillar will sell this equipment for the price of \$434,861.07; and

WHEREAS, funding in the amount of \$695,000 has been budgeted for this purpose in the FY2023 budget, beginning July 1, 2022;

NOW, THEREFORE BE IT RESOLVED, by the Rappahannock Regional Solid Waste Management Board on this the 18th day of May, 2023, that the County Administrator, or his designee, is authorized to execute a contract with Carter Caterpillar in an amount not to exceed \$500,000 to purchase a Caterpillar 963B for landfill operations with FY2023 funds.

Mr. Kelly motioned, seconded by Ms. Gary, to approve proposed Resolution RB23-10.

By roll call, the vote was:

Yea: (6) Baroody, Bohmke, Gary, Gerlach, Kelly, Vosburg
Nay: (0)

Resolution RB23-10 reads as follows:

A RESOLUTION TO AUTHORIZE THE PURCHASE OR LEASE OF A
CATERPILLAR D6 DOZER FOR LANDFILL OPERATIONS

WHEREAS, the Regional Landfill (Landfill) operates with the use of a Caterpillar D6 Dozer; and

WHEREAS, the Caterpillar D6 Dozer is currently well past the useful life, and is repeatedly subject to mechanical breakdown, forcing the rental of a backup piece of equipment until our unit can be repaired; and

WHEREAS, the R-Board must comply with DEQ regulations requiring that equipment be maintained in top working condition; and

WHEREAS, staff recommends purchasing or leasing a new Caterpillar D6 Dozer for replacement of this critical equipment; and

WHEREAS, Carter Caterpillar will sell this equipment for the price of \$631,544; and

WHEREAS, funding in the amount of \$695,000 has been budgeted for this purpose in the FY2024 budget, beginning July 1, 2023;

NOW, THEREFORE BE IT RESOLVED, by the Rappahannock Regional Solid Waste Management Board on this the 18th day of May, 2023, that the County Administrator, or his designee, is authorized to execute a contract with Carter Caterpillar in an amount not to exceed \$695,000 to purchase a Caterpillar D6 Dozer for landfill operations with FY2024 funds.

Adjournment: The meeting was adjourned at 9:49 a.m.

Future Session: A regular meeting will be held on November 16, 2023, at 8:30 a.m., in the Board Chambers.

Phillip Hathcock, Director

Pamela L. Timmons, Clerk



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

To: R-Board Members

From: Rick Markwardt, Landfill Superintendent

Date: August 17, 2023

RE: Report of the Landfill Superintendent

Cell F3 Operations

Cell F-3 is filling without any issues at this time. The Semi-Annual flyover event took place on 11 July, 2023. We are awaiting the results of the flyover data from TRC in order to determine the remaining life of the Landfill.





Rappahannock Regional Solid Waste Management Board

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New Equipment FY23

We are expecting delivery of the 963 track loader any day now.

New Equipment FY24

FY24 authorized the buying of a new D6 dozer. We are awaiting a quote from Carter Cat in order to place this order.



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

To: R.Board Members
From: Susan Carpenter, Assistant Landfill Superintendent
Date: August 17, 2023
Re: Personnel Report

Staffing

The R.Board is currently authorized for a total of 42 staff positions, 37 are full-time and 5 are part-time. Due to some recent medical issues and the retirement of staff members, we have had some vacant positions that we have since filled. We have hired the following staff:

Collin Burt has filled one of our full-time Maintenance Worker positions. Collin has previous experience through Parks & Rec and has his Flagger Certification.

Ronnell Threat has filled another full-time Maintenance Worker position. Ronnell has a Class A CDL and heavy equipment experience.

Jesse Stanley has filled the full-time Heavy Equipment Operator position. Jesse has worked for Lorton Landfill and has extensive experience in landfilling.

Richard Oertly has filled the Heavy Equipment Operator part-time position. Richard has 45 years in heavy equipment operation.

Charles Smith has filled our last opening for the full-time Maintenance Worker position. Charles is a volunteer firefighter and has a background in ground maintenance.

We are currently recruiting for the Heavy Equipment Mechanic and two part-time gate attendants.



Rappahannock Regional Solid Waste Management Board

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Training and Career Development

The following attended Stormwater Pollution Prevention Plan Training:

Tyler Schmidt
Mike Cross
Dennis Kenworthy
Luis Alvarez
Susan Carpenter

This training was provided by SCS Engineers and has to be done annually per our SWPPP permit.

The following staff members have been certified in First Aid/CPR/AED:

Jerry Bass	Joyce Brent
MaryAnn Coulombe	Francesca Johnson
Mike Cross	Steven Hall
Dennis Kenworthy	Rick Markwardt
Michael Martinez	Dan McCary
Barbara Miller	Charlie Morrow
Dylan Morrow	Tyler Schmidt
Mark Smith	Donald Skinner
Alphanso Webster	

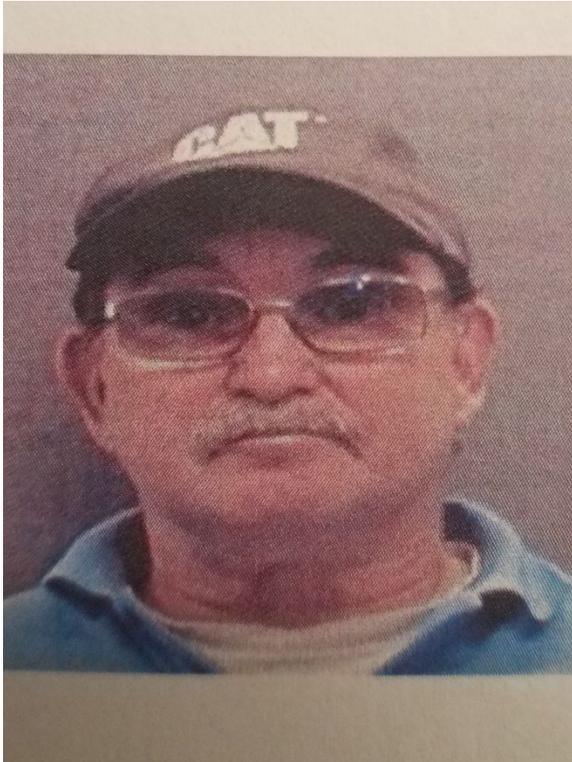
Staff have completed the 2023 Unauthorized Waste training required by DEQ.



Rappahannock Regional Solid Waste Management Board

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Accolades



Once again, it saddens us to announce another staff member is retiring, Floyd Bloxton. Floyd started working at the landfill on August 16, 1993, as a Heavy Equipment Mechanic. His last day working will be August 31, 2023. Floyd's contributions will be valued and remembered. His hard work, commitment, and dedication are worthy of admiration. Floyd will be greatly missed.



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

Roy Whaling



Special thanks to the R.Board members and staff members that attended our retirement luncheon for Roy.



Rappahannock Regional Solid Waste Management Board

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TO: R-Board Members
FROM: Tyler Schmidt, Landfill Environmental Coordinator
DATE: August 17, 2023
SUBJECT: Environmental Compliance

VA DEQ Corrective Action Plans (Updates):

Below is an update of the R-Board's progress regarding the two Corrective Action Plans (CAP):

1. **Sediment Basins:** On July 27, 2023, the R-Board received the Termination Letter for the DEQ Consent Order issued on March 4, 2023.
2. **Wetlands:** The R-Board requested quotes by August 4, 2023, for the 2nd Annual Monitoring & Report for the DEQ Wetland's Consent Order. The awarded contractor was chosen on August 10, 2023. The completed report is expected to be submitted to the R-Board for review by November 16, 2023.

VA DEQ Quarterly Solid Waste Inspection:

On June 16, 2023, VA DEQ conducted its quarterly review of the R-Board landfill. The result of the inspection led to a no deficiency letter.

VA DEQ Biennial Air Inspection:

On June 29, 2023, VA DEQ conducted its biennial review of the R-Board landfill. The result of the inspection was that the R-Board was in full compliance with its air permits.

Groundwater Monitoring & Reporting:

On July 14, 2023, SCS submitted the 1st QTR Active Landfill GWMR and the 1st Semi-Annual Closed Landfill GWMR to VA DEQ. No exceedances were detected in either report. On August 8-10th, 2023, TRC conducted the 3rd QTR Active Landfill GWM event. Lastly, the R-Board is currently waiting on the 2nd QTR Active Landfill GWMR from SCS to review before submittal to VA DEQ.



Rappahannock Regional Solid Waste Management Board

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TO: R-Board Members
FROM: Francesca Johnson, Recycling Manager
DATE: August 17, 2023
SUBJECT: Recycling Report

Single Stream Update

The revenue per ton continues to increase. Mixed paper, cardboard, and HDPE plastic continue to be in high demand with the market price per/ton gradually increasing. PET plastic and steel can prices continue to fluctuate. Staff will continue to monitor the markets. Overall, it appears that the recycling market is improving.

Household Hazardous Waste Collection Day

The next Household Hazardous Waste Disposal Day is scheduled for Saturday, September 30, 2023 from 9 a.m. until 3 p.m. at the Stafford Regional Airport. Household hazardous waste and electronics will be collected from residents during this event.



ACCEPTED: gasoline, oil, paint thinner, oil paint, wood polish, furniture stain, pesticides, other household chemicals, cell phones, laptops, iPads, printer cartridges, computer cables, printers, microwaves, vacuums, toasters, other electronics, and smoke detectors

NOT ACCEPTED: bio-hazards, medical waste, explosives/ammunition, & cylinders larger than 20 lbs, televisions, and old CRT monitors

Rechargeable Battery Recycling Program

Rechargeable battery collection began on July 15, 2023. City of Fredericksburg and Stafford County residents can drop off rechargeable batteries for recycling at the Belman Road Convenience Center or Regional Landfill. Rechargeable batteries will be recycled by Call2Recycle at no charge to the R-Board. This program is beneficial to the landfill as rechargeable batteries are the leading cause of landfill fires.

Bicycle Restoration Program

The R-Board is currently working on starting a bicycle restoration program. The program would collect gently used bicycles before they went to the landfill, refurbish them through bicycle repairs, and distribute them through the Stafford County Sheriff's Office. The R-Board is gauging interest with the Stafford Men's Diversion Center (Camp 21). If they do not have the staff to lead the program, the R-Board will look into partnering with other community resources for the bicycle repairs.

Planet Aid

The R-Board partnered with Planet Aid in June 2023 to reduce the amount of textiles sent to the landfill. Planet Aid accepts donations of men's, women's and children's clothes, shoes and accessories, as well as blankets, bedspreads, sheets, towels, curtains and fabric. Residents can drop off items at the Belman Road Convenience Center and the Regional Landfill.





Rappahannock Regional Solid Waste Management Board

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TO: R-Board Members
FROM: Joyce Brent, Community Service Coordinator
DATE: August 2, 2023
SUBJECT: Litter Collection

Litter Collection

The R-Board collaborates with the Rappahannock Regional Jail (RRJ) to utilize the adult probationer community service requirement for roadside litter cleanup. The court assigns probationers a certain number of hours to be completed by a set date. Through this cooperation, from May 1, 2023 through July 31, 2023, there have been:

- 32 active adult probationers currently in the program (18 more due to come onboard)
 - 381.25 non-paid hours
 - 466 bags of roadside litter collected
 - 203.1 miles of roads cleaned
- 30 adult probationers completed the program
 - 1,017.50 non-paid hours
 - 1,091 bags of roadside litter collected
 - 389.1 miles of roads cleaned

Staff also works with the Rappahannock Regional Adult & Juvenile Drug Court located at 618 Kenmore Avenue. The premise is the same as the RRJ assignees, but these folks have fewer hours and a quicker turnaround time. The court meets on Mondays and staff receives a new list of assignees on Tuesdays. The following information is provided from May 1, 2023 through July 31, 2023:

- 5 active assignees
- 10 assignees completed the program
 - 66.25 non-paid hours
 - 66 bags of roadside litter collected
 - 29 miles of roads cleaned



Rappahannock Regional Solid Waste Management Board

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We also contract with RRJ to clean road areas needing more intensive attention. RRJ provides 1 officer to oversee a crew of inmates (usually about 5 individuals). From May 1, 2023 through July 31, 2023 the following areas have been cleaned:

- 5/1/23: Blue Gray Parkway collected 26 bags of litter
- 5/8/23: Hope Road collected 14 bags of litter
- 5/12/23: Richmond Highway from Eskimo Hill to Centreport collected 25 bags of litter
- 5/15/23: Richmond Highway near Centreport collected 5 bags of litter
- 5/15/23: Centreport Parkway collected 15 bags of litter
- 5/22/23: 610 Ramps collected 32 bags of litter

Due to RRJ's availability, weather conditions, and budget constraints, no work was performed by RRJ in June or July.



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

TO: R-Board Members
FROM: Hope Mikelson, Community Outreach Supervisor
DATE: August 17, 2023
SUBJECT: Community Outreach

Compost-A-Thon:

- Compost-A-Thon - May 12, 2023 (**225 people**)
- Mini Compost-A-Thon at Stafford Farmers Market - June 11, 2023 (**150 people**)
- Applied for Competitive Litter Grant on June 30, 2023, to help fund “*Mini Compost-A-Thons*” for two events in both Spring and Fall.

Educational Trailer:

- Stafford D.A.R.E Day - May 23, 2023 (**700 students**)
- Embrey Mill Juneteenth Event - June 17, 2023 (**15 people**)
- Stafford Mom’s Group (Landfill Tour) - July 25, 2023 (**7 adults & 12 children**)
- Porter Library Fun Fest – August 4, 2023 (**250 children & 100 adults**)

Non-trailer Activities:

- Backyard Composting 101 - Central Rappahannock Regional Library
 - Porter Branch - June 10, 2023 (**4 adults**)
 - Fredericksburg Branch - July 8, 2023 (**6 adults**)
 - Howell Branch - August 12, 2023 (**25 interested**)
- Howell Library Funfest - July 26, 2023 (**175 children & 75 adults**)

Community Meetings and Outreach Connections:

- Contacted 15 HOA’s and Communities offering clean up supplies, composting information, and litter prevention information.
- Stafford Parks and Recreation - June 6, 2023
- Fredericksburg Office On Youth - July 11, 2023

Upcoming Events:

- Annual Food Co-Op Meeting- September 17, 2023 3pm - 5pm
- Household Hazardous Waste Disposal Day - September 30, 2023 9am - 3pm
- National Night Out – October 3, 2023 5pm - 8pm



Rappahannock Regional Solid Waste Management Board

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To: R-Board Members
From: Phil Hathcock, Regional Landfill Director
Date: August 18, 2023
RE: Financial Status

Financial Status 2023 (Unaudited)

Unaudited financial numbers reflect a budget of \$9,460,522 for FY2023, of which \$7,641,664 was expended or encumbered. The reduced expenditures are attributed to planned equipment purchases that were ordered and not delivered in the fiscal year, as well as excellent fiscal responsibility of staff.

R-Board revenue for 2023 was \$10,114,686, which is \$654,164 or a 7% increase in budgeted amounts. As of July 1, the R-Board had \$18,767,767.94 in cash and investments on hand. The closure/post closure liabilities for FY2024 are \$9,812,989, reducing the available cash and investments to a sum of \$8,954,778.94, not including other liabilities.

Material weight and analysis reports show 262,582 tons of billable waste received in 2023, compared to 245,752 tons in 2022, an increase of 7%.

July Financial Report

July revenue numbers have exceeded average budgeted amounts, primarily due to commercial waste volume.

Through June 30, 2023

	A	B	C	D	E	F
1	Weight and Material Analysis Report FY2023					
2						
3						
4		June 2023	June 2022	FY2023 Y-T-D	FY2022 Y-T-D	Difference
5	CATEGORY	<u>Weight</u>	<u>Weight</u>	<u>Weight</u>	<u>Weight</u>	<u>%</u>
6	Billable					
7	Commercial Waste	5,759.33	5,948.94	67919	66125	3%
8	Residential Waste	5,361.54	4,138.68	56329	55143	2%
9	Fredericksburg	471.11	593.77	6757	6288	7%
10	Eskimo Hill	1,998.25	1,495.00	18970	17501	8%
11	Belman Road	118.64	145.49	1315	1495	-12%
12	Debris Waste	8,656.74	8,074.13	91179	79694	14%
13	Dirt	498.69	147.69	2455	866	183%
14	Sludge (city)	333.86	437.04	4646	4963	-6%
15	Sludge (county)	969.21	960.58	11559	11585	0%
16	Yardwaste	78.94	139.84	1453	2082	-30%
17						
18	BILLABLE TONNAGE	24,246.31	22,081.16	262582	245742	7%
19						
20	Non-Billable					
21	Litter/Cleanups	9.94	3.00	98	42	137%
22						
23	Recycling	338.28	440.00	4865	8338	-42%
24						
25	TOTAL TONNAGE	24,594.53	22524	267546	254122	5%

R-Board FY23 Revenue

	S	T	U	V
1				
2				
3	Jun	Total Actual to Date		
4	0	0		
5	1,909	23,111		
6	9,055	126,870		
7	764,320	8,347,847		
8	3,333	39,996		
9	20,161	288,307		
10	26,424	323,809		
11	49,235	508,645		
12	2,280	276,120		
13	0	8,982		
14	9,348	130,500		
15	8,412	15,503		
16	2,083	24,996		
17	33,794	405,528		
18	\$ 930,354.63	\$ 10,520,213.79	cross checking totals	
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

**Public-Private Education Facilities and
Infrastructure Act of 2002, as Amended
(PPEA)**

Guidelines and Procedures

Stafford County



Adopted by the Stafford County Board of Supervisors on January 22, 2019

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I. Introduction

A. Overview

The Public-Private Education Facilities and Infrastructure Act of 2002, as amended (Code of Virginia § 56-575.1 et seq.) (the “PPEA”), grants to Stafford County Board of Supervisors, its officers and employees (the “County”), as a responsible public entity (“RPE”) as defined in the PPEA, the authority to create public-private partnerships for the development of a wide range of projects for public use if the County determines there is a need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion, lead to productivity or efficiency improvements in the County’s processes or delivery of services, considering among other things, the probable scope, complexity or priority of the project, risk sharing including guaranteed cost or completion guarantees; added value or debt or equity investments proposed by the private entity; or an increase in funding, dedicated revenue source or other economic benefit that would not otherwise be available.

Individually negotiated interim or comprehensive agreements between a private entity and the County will define the respective rights and obligations of the private entity and the County. Although guidance regarding the application of the PPEA is provided herein, it is incumbent upon the County and all private entities to comply with the provisions of the PPEA.

B. Adoption of Guidelines

Section 56-575.3:1 of the PPEA provides that “A responsible public entity shall, prior to requesting or considering a proposal for a qualifying project, adopt and make publicly available guidelines that are sufficient to enable the responsible public entity to comply with this chapter. Such guidelines shall be reasonable, encourage competition, and guide the selection of projects under the purview of the responsible public entity.” Accordingly, these guidelines (the “Guidelines”) are hereby adopted by the Board of Supervisors as the governing body of the County.

These Guidelines are intended to supplement, and enable the County to comply with, PPEA's requirements. They shall govern all County PPEA projects and shall apply to all County agencies, boards, commissions, and committees.

II. General Provisions

A. Qualifying Projects

In order for a project to be eligible for delivery through the PPEA, it must meet the PPEA definition of a “qualifying project.” The PPEA contains a broad definition of “qualifying project” that includes public buildings and facilities of all types and certain infrastructure and services such as:

1. any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land to a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education;
2. any building or facility that meets a public purpose and is developed or operated by or for any public entity;
3. any improvements, together with equipment, necessary to enhance public safety and security

- of buildings to be principally used by a public entity;
- 4. utility and telecommunications and other communications infrastructure;
- 5. a recreational facility;
- 6. technology infrastructure, services, and applications, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services;
- 7. any services designed to increase the productivity or efficiency of the responsible public entity through the use of technology or other means;
- 8. any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; or
- 9. any improvements necessary or desirable to any unimproved locally-owned real estate.

B. Proposal Submission

1. Pursuant to Section 56-575.4 of the PPEA, a proposal to provide a qualifying project to the County may be either solicited from private entities by the public entity (a “Solicited Proposal”) or delivered to the public entity by a private entity on an unsolicited basis (an “Unsolicited Proposal”). Proposers must follow a two-part proposal submission process consisting of an initial conceptual phase and a detailed phase. The initial phase of the proposal should contain specified information on proposers’ qualifications and experience, project characteristics, project financing, anticipated public support or opposition, or both, and project benefit and compatibility. The detailed proposal should contain specified deliverables. In either case, any such proposal shall be clearly identified as a “PPEA Proposal.”
2. The requirements for any particular Solicited Proposal shall be as specified in the solicitation by the County for that particular proposal and shall be consistent with all applicable provisions of the PPEA.
3. Any Unsolicited Proposal shall be submitted to the County by delivering both paper submission (hard copies) and electronic submission (digital copies) as specified below, together with the required initial review fee as provided in Section IV.C of these Guidelines, to the Central Purchasing Division Administrator, County of Stafford, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia 22555-0339.
 - a. Paper Submission Copies
 - i. One (1) original signed proposal marked as “ORIGINAL”
 - ii. Six (6) duplicate copies of above each marked as “COPY”
 - iii. One (1) redacted copy marked as “REDACTED” only if Private Entity has invoked protection from disclosure of certain proprietary and confidential information contained in their proposal in accordance with Section II.D of these Guidelines. Private Entity must also include a written request in accordance with Section II.D.2.b of these Guidelines to invoke such protection from disclosure.
 - b. Electronic Submission (provide on CD-R, DVD-R or USB Flash/Thumb drive)
 - i. One (1) electronic copy of proposal in a text searchable format (either MS Word, or text searchable PDF).

- ii. One (1) redacted electronic copy of proposal in a text searchable format only if Private Entity has invoked protection from disclosure of certain proprietary and confidential information contained in their proposal in accordance with Section II.D of these Guidelines.

Other requirements for Unsolicited Proposals are as set forth below in Section IV of these Guidelines.

4. The County may require that any proposal be clarified. Such clarification may include but is not limited to submission of additional documentation, responses to specific questions, and interviews with potential project participants.
5. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the qualifying project and the benefits to be derived from the project by the County. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by the County of the financial feasibility of the proposed project. The cost analysis of a proposal should not be linked solely to the financing plan, as the County may determine to finance the project through other available means.
6. Private entities may include innovative financing methods, including the imposition of user fees or service payments in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations, including, if applicable, the portion of the tax-exempt private activity bond limitation amount to be allocated annually to the Commonwealth of Virginia pursuant to the Economic Growth and Tax Relief Reconciliation Act of 2001 for the development of education facilities using public-private partnerships, and to provide for carryovers of any unused limitation amount. The PPEA is a flexible development tool that allows the use of innovative financing techniques.
7. Proposals from the private sector that offer the assumption of commensurate risk by the private partner through innovative approaches to project financing, development and/or use are encouraged. However, while substantial private sector involvement is encouraged, qualifying facilities must be devoted primarily to public use, typically involving facilities critical to public health, safety and welfare. Private entities proposing projects shall be held strictly accountable for representations regarding their qualifications, experience and any other content of their proposals, including all aspects of work to be performed.

C. Affected Local Jurisdictions

1. The term "affected local jurisdiction" includes any county, city or town in which all or a portion of a qualifying project is located.
2. Any private entity requesting approval from or submitting a conceptual or detailed proposal to the County as the responsible public entity for a qualifying project must provide any other affected local jurisdiction with a copy of the proposal by certified mail, express delivery, or hand delivery within five (5) business days of submission of the proposal to the County. The private entity is responsible for documenting delivery of the request or proposal. Any such other affected local jurisdiction shall have 60 days from the date it receives its copy of the proposal to submit written comments to the County and to indicate whether the proposed

qualifying project is compatible with the (i) local comprehensive plan, (ii) local infrastructure development plans, or (iii) capital improvements budget, or other government spending plan. The County will consider comments received within the 60-day period in evaluating the request or proposal; however, no negative inference shall be drawn from the absence of comment by an affected jurisdiction. The County may begin or continue its evaluation of any such proposal during the 60-day period for the receipt of comments from affected local jurisdictions.

D. Freedom of Information Act; Disclosure of Records

1. General applicability of disclosure provisions

Proposal documents submitted by private entities are generally subject to disclosure under the Virginia Freedom of Information Act (Code of Virginia § 2.2-3700 et seq.) (“FOIA”) except that subdivision 11 of §2.2-3705.6 exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the County may elect to release some or all of documents except to the extent that they relate to:

- a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Code of Virginia § 59.1-336 et seq.);
- b. Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or
- c. Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the County must comply with the provisions of such order.

2. Protection from mandatory disclosure for certain documents submitted by a private entity

- a. Any confidential and proprietary information provided to the County by a private entity pursuant to the PPEA shall be subject to disclosure under FOIA except as provided by Section 56-575.4(G) of the PPEA.
- b. Documents of a private entity may be withheld from disclosure, only if the private entity makes a written request to the County at the time the documents are submitted designating with specificity the sections of the document, data, or other materials for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of the three classes of records listed in Section II. D.1. of these Guidelines. A private entity may request and receive a determination from the County as to the anticipated scope of protection prior to submitting the proposal. The County is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the private entity without reasonably differentiating between the proprietary and non- proprietary information contained therein.

- c. Upon receipt of a written request from a private entity that designated portions of a proposal be protected from disclosure, the County will determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the County or private entity in accordance with Section II.D.1. The County shall make a written determination of the nature and scope of the protection to be afforded by the County under this subdivision. If the determination regarding protection or the scope thereof differs from the private entity's request, then the County will accord the private entity a reasonable opportunity to clarify and justify its request. Upon a final determination by the County to accord less protection than requested by the private entity, the private entity will be given an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be afforded protection from release although what may be protected must be limited to the categories of records identified in Section II.D.1. Once a written determination has been made by the County, the protected documents shall continue to be protected from disclosure when in the possession of the County or any affected local jurisdiction.

Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

3. Protection from mandatory disclosure for certain documents produced by the County
 - a. Memoranda, staff evaluations, or other records prepared by or for the County, its staff, outside advisors or consultants, exclusively for the evaluation and negotiation of proposals may be withheld from disclosure if the disclosure of such records required by the PPEA would adversely affect the financial interest or bargaining position of the County or private entity, and the basis for the determination of the adversely affected financial interest or bargaining position is documented in writing by the County.
 - b. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.
4. Records that may not be withheld from disclosure

The County may not withhold from public access:

- a. Procurement records other than those subject to the written determination of the County;
- b. Information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind executed by the County and the private entity;
- c. Information concerning the terms and conditions of any financing arrangement that involves the use of any public funds;
- d. Information concerning the performance of any private entity developing or operating a qualifying project; or
- e. To the extent access to the records are compelled by law or a court order, then the County must comply with such law or order.

E. Use of Public Funds

Commonwealth of Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any interim or comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

F. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the County to comply with all other applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA. Likewise, in submitting proposals and in developing, executing or operating facilities under the PPEA, private entities shall comply with all applicable federal, state, and local laws.

III. Solicited Proposals

The County may issue Requests for Proposals (RFPs) inviting proposals from private entities to develop or operate qualifying projects. The County may use a two-part proposal process consisting of an initial conceptual phase and a detailed phase. An RFP may invite proposers to submit proposals on individual projects identified by the County. In such a case the County should set forth in the RFP the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA. The County may establish suggested timelines for selecting proposals for the review and selection of Solicited Proposals.

The RFP should specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFP should be posted in such public areas as are normally used for posting of County procurement notices, including the County's website. Notices should also be published in a newspaper or other publication of general circulation and may be advertised in Virginia Business Opportunities and posted on the Commonwealth's electronic procurement site. In addition, Solicited Proposals should be posted pursuant to Section IV.B. The RFP should also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the County.

IV. Unsolicited Proposals

The PPEA permits public entities to receive, evaluate and select for negotiations Unsolicited Proposals from private entities to develop or operate a qualifying project. The County may publicize its needs and encourage interested parties to submit Unsolicited Proposals subject to the terms and conditions of the PPEA. When such a proposal is received without issuance of an RFP, the proposal shall be treated as an Unsolicited Proposal under the Act. Unsolicited Proposals should be submitted to the County's Central Purchasing Division Administrator in accordance with Section II.B of these Guidelines.

A working group comprised of appropriate County staff may be designated by the County

Administrator or his designee to review and evaluate any Unsolicited Proposals. Additionally, the County shall engage the services of qualified professionals, which may include, but is not limited to, an architect, professional engineer, or certified public accountant, not otherwise employed by the County, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any proposal submitted by a private entity for a qualifying project, unless the County determines that such analysis of a request by a private entity for a qualifying project shall be performed by employees of the County.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

1. The County reserves the right to reject any and all proposals at any time.
2. Upon receipt of any Unsolicited Proposal or group of proposals and payment of the required fee by the proposer or proposers, the County will determine whether to accept the Unsolicited Proposal for publication and conceptual-phase consideration. If the County determines not to accept the proposal and proceed to publication and conceptual-phase consideration, it will return the proposal, together with all fees and accompanying documentation, to the proposer.
3. If the County chooses to accept an Unsolicited Proposal for conceptual-phase consideration, it shall post a notice in a public area regularly used by the County for posting of public notices for a period of not less than 45 days. The County's website shall serve as the public area. The County shall also publish the same notice for a period of not less than 45 days in one or more newspapers or periodicals of general circulation in the jurisdiction to notify any parties that may be interested in submitting competing Unsolicited Proposals. In addition, the notice may be advertised in Virginia Business Opportunities and on the Commonwealth's electronic procurement website. The notice shall state that the County (i) has received and accepted an Unsolicited Proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the procedures adopted by the County and the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations. Copies of Unsolicited Proposals shall be available upon request, subject to the provisions of FOIA and Section 56-575.4 G of the PPEA.
4. Prior to posting of the notices provided for in this subsection, the County shall receive from the initial proposer the balance due, if any, of the required project proposal review fee.
5. To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of the County familiar with the Unsolicited Proposal and the Guidelines shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. The County shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, the County shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

B. Posting Requirements

1. Conceptual proposals, whether solicited or unsolicited, shall be posted by the County within 10 working days after acceptance of such proposals.

2. Posting shall be made on the County's website of a summary of the proposals and the location where copies of the proposals are available for public inspection. At the discretion of the County, posting may also be by publication, in a newspaper of general circulation in the area in which the contract is to be performed, or on the Commonwealth's Department of General Service's web-based electronic procurement program commonly known as eVA.
3. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by the County to provide maximum notice to the public of the opportunity to inspect the proposals.
4. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of Virginia Code § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the County and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

C. Proposal Review Fees

1. No fee will be charged to process, review or evaluate any Solicited Proposal submitted under the PPEA.
2. A review fee will be charged a private entity submitting an Unsolicited Proposal to the County, to cover the County's costs of processing, reviewing, and evaluating the proposal, including the cost to compare it to any competing proposals. Such costs include but are not limited to County staff time, the cost of any materials or supplies expended, and the cost of any outside advisors or consultants, including but not limited to attorneys, consultants, financial and technical advisors, used by the County in its sole discretion to assist in processing, reviewing, or evaluating the proposal. Such fees generally shall be in the amount necessary to completely cover all of the County's costs.
3. For Unsolicited Proposals and competing proposals, review fees shall be imposed based on the reasonably anticipated costs to the County in accordance with the following schedule:
 - a. Initial fee. Payment of an initial fee must accompany the submission of the Unsolicited Proposal to the County in order for the County to proceed with its review. The initial fee shall be two and one-half percent (2.5%) of the reasonably anticipated total cost of implementing the proposal, but shall be no less than \$5,000 nor more than \$50,000, regardless of the anticipated total cost. For purposes of initial processing of the proposal, the County may accept the \$5,000 minimum fee with the balance to be due and payable prior to proceeding beyond the initial review stage. If the County chooses to proceed with evaluation of the proposal(s) under the PPEA, it shall not do so until the entire, non-refundable proposal fee has been paid in full.
 - b. Additional fees. Additional fees shall be imposed on and paid by the private entity throughout the processing, review, and evaluation of the Unsolicited Proposal if and as the County reasonably anticipates incurring costs in excess of the initial fee paid by the private entity. The County will notify the private entity of the amount of such additional fees as and when it anticipates incurring such costs. Prompt payment of such additional fees is required before the County will continue to process, review, and evaluate the proposal.

- c. Reimbursement of excess fees paid. In the event the total fees paid by the private entity exceed the County's total costs incurred in processing, reviewing, and evaluating the proposal, the County shall reimburse the difference. Otherwise, the County shall retain all fees paid. If during the initial review, the County decides not to proceed to conceptual-stage review of an Unsolicited Proposal, the proposal fee, less any direct costs of the initial review, shall be refunded.

D. Initial Review at Conceptual Stage

1. Only proposals complying with the requirements of the PPEA and these Guidelines that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format, as described below, will be considered by the County for further review at the conceptual stage.
2. The County should determine at this initial stage of review whether it will proceed using standard procurement procedures consistent with the VPPA; or Guidelines developed by the County that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in § 2.2-4301 of the Code of Virginia. The County may proceed using such guidelines only if it makes a written determination that doing so is likely to be advantageous to the County and the public based upon either (i) the probable scope, complexity or urgency of a project; (ii) the risk sharing including guaranteed cost or completion guarantees, added value or debt, or equity investments proposed by the private entity; or (iii) an increase in funding, dedicated revenue source or other economic benefit that would otherwise not be available.
3. After reviewing the original proposal and any competing proposals submitted during the notice period, the County may determine:
 - a. not to proceed further with any proposal;
 - b. to proceed to the detailed phase of review with the original proposal;
 - c. to proceed to the detailed phase with a competing proposal;
 - d. to proceed to the detailed phase with multiple proposals; or
 - e. to request modifications or amendments to any proposals.
4. Discussions between County and private entities about the need for infrastructure improvements shall not limit the ability of a County to later determine to use standard procurement procedures to meet its infrastructure needs. The County retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

V. Proposal Preparation and Submission

A. Format for Submissions at the Conceptual Stage

The County may require that proposals at the conceptual stage contain information in the following areas: (i) qualifications and experience, (ii) project characteristics, (iii) project financing, (iv) anticipated public support or opposition, or both, (v) project benefit and compatibility and (vi) any additional information as the County may reasonably request to comply with the requirements of the PPEA. Suggestions for formatting information to be included in proposals at this stage include the items listed below, as well as any additional information or documents that County may request:

1. Qualification and Experience

- a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team. All members of the proposer's team, including major subcontractors known to the proposer must be identified at the time a proposal is submitted for the Conceptual stage. Identified team members, including major subcontractors (over \$5 million), may not be substituted or replaced once a project is approved and comprehensive agreement executed without the written approval of the County.
- b. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Describe the past safety performance record and current safety capabilities of the firm. Describe the past technical performance history on recent projects of comparable size and complexity, including disclosure of any legal claims of the firm. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.
- c. For each firm or major contractor (\$1 million or more) that will be utilized in the project, provide a statement listing all of the firm's prior projects and clients for the past 3 years with contact information for such clients (names/addresses/ telephone numbers). If a firm has worked on more than ten projects during this period, it may limit prior project list to ten, but shall first include all projects similar in scope and size to the proposed project, and second, it shall include as many of its most recent projects as possible. Each firm or major subcontractor shall be required to submit all performance evaluation reports or other documents in its possession evaluating the firm's performance during the preceding three years in terms of cost, quality, schedule, safety and other matters relevant to the successful project development, operation, and completion.
- d. Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- e. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.
- f. Identify any persons known to the private entity who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

2. Project Characteristics

- a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
- b. Identify and fully describe any work to be performed by the County or any other

public entity.

- c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- d. Identify any anticipated adverse social, economic and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project. Indicate if environmental and archaeological assessments have been completed.
- e. Identify the projected positive social, economic and environmental impacts of the project. Such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.
- f. Identify the proposed schedule for the work on the project, including the estimated time for completion.
- g. Identify contingency plans for addressing public needs in the event that all or some of the project is not completed according to projected schedule.
- h. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
- i. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the public entity's use of the project.
- j. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- k. Describe any architectural, building, engineering, or other applicable standards that the proposed project will meet.
- l. List any other assumptions relied on for the project to be successful.
- m. List any contingencies that must occur for the project to be successful.

3. Project Financing

- a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include any supporting due diligence studies, analyses, or reports.
- c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

- d. Identify all anticipated risk factors and methods for dealing with these factors.
- e. Identify any local, state or federal resources that the private entity contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources (and identify each such source) and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the County's credit or revenue.
- f. Identify the amounts and the terms and conditions for any revenue sources.
- g. Identify any aspect of the project that could disqualify the project from obtaining tax exempt financing.
- h. Identify any third parties that the private entity contemplates will provide financing for the project and describe the nature and timing of each such commitment.

4. Project Benefit and Compatibility

- a. Describe the anticipated benefits to the community, region or state, including anticipated benefits to the economic condition of the County, and identify who will benefit from the project and how they will benefit. Such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.
- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- c. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- d. Describe the compatibility of the project with local, regional, and state economic development efforts.
- e. Explain the compatibility with the County's comprehensive plan, infrastructure development plans, capital improvements budget, or other government spending plan.
- f. Provide a statement setting forth participation efforts to be undertaken in connection with this project with regard to the following types of businesses: (i) minority-owned businesses, (ii) woman-owned businesses, (iii) small businesses, and (iv) Stafford businesses.

B. Format for Submissions at the Detailed Stage

If the County decides to proceed to the detailed phase (part 2) of review with one or more proposals, then the following information must be provided by the private entity unless waived by the County:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the

- proposed project.
2. A conceptual site plan indicating proposed location and configuration of the project on the proposed site.
 3. Conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the project.
 4. A detailed description of the proposed participation, use and financial involvement of the County in the project. Include the proposed terms and conditions for the project if they differ from the County's standard form contract.
 5. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the private entity to accommodate such crossings.
 6. A statement and strategy setting out the plans for securing all necessary property. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the private entity intends to request the public entity to condemn.
 7. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties.
 8. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses.
 9. A detailed discussion of assumptions about user fees or rates, and usage of the projects.
 10. Identification and discussion of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.
 11. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.
 12. Explanation of how the proposed project would impact local development plans of each affected local jurisdiction.
 13. Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to schedule, cost, cash management, quality, worker safety, change orders, and legal compliance.
 14. Identification of any known conflicts of interest or other limitations that may impact the County's consideration of the proposal, including the identification of any persons known to the private entity who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.
 15. Detailed analysis of the financial feasibility of the proposed project, including its impact on similar facilities operated or planned by the County. Include a detailed description of any financing plan proposed for the project, a comparison of that plan with financing alternatives

that may be available to the County, and all underlying data supporting any conclusions reached in the analysis or the selection by the private entity of the financing plan proposed for the project.

16. Additional material and information as the County may request.

17. Any additional information that the private entity finds appropriate.

VI. Proposal Evaluation and Selection Criteria

Some or all of the following matters may be considered in the evaluation and selection of PPEA proposals. However, the County retains the right at all times to reject any proposal at any time for any reason whatsoever.

A. Qualifications and Experience

Factors to be considered in either phase of the County's review to determine whether the private entity possesses the requisite qualifications and experience may include but are not necessarily limited to:

1. Experience, training and preparation with similar projects;
2. Demonstration of ability to perform work;
3. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost-control and project safety;
4. Demonstrated conformance with applicable laws, codes, standards, regulations, and agreements on past projects;
5. Leadership structure;
6. Project manager's experience;
7. Management approach;
8. Project staffing plans, the skill levels of the proposed workforce, apprenticeship and other training programs offered for the project, and the proposed safety plans for the project;
9. Financial condition; and
10. Project ownership.

B. Project Characteristics

Factors to be considered in evaluating the project characteristics may include but are not necessarily limited to:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology; technical feasibility;
5. Conformity to laws, regulations, codes, guidelines and standards;

6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include but are not necessarily limited to:

1. Cost and cost benefit to the County;
2. Financing and the impact on the debt or debt burden of the County;
3. Financial plan, including overall feasibility and reliability of the plan; operator's past performance with similar plans and similar projects; degree to which the operator has conducted due diligence investigation of proposed financial plan and results of any such inquiries or studies;
4. Estimated cost;
5. Life-cycle cost analysis;
6. The identity, credit history, and past performance of any third party that will provide financing for the project and the nature and timing of their commitment; and
7. Such other items as the County deems appropriate.

The County may elect to accept the private entity's financing proposal or may select its own finance team, source, and financing vehicle.

D. Public Benefit and Compatibility

Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans may include but are not necessarily limited to:

1. Community benefits, including the economic impact the project will have on the County in terms of amount of tax revenue generated for the County, the number of jobs generated for area residents, the level of pay and fringe benefits of such jobs, and the number and value of subcontracts generated for County subcontractors;
2. Community support or opposition, or both;
3. Public involvement strategy;
4. Compatibility with existing and planned facilities; and
5. Compatibility with local, regional, and state economic development efforts.

E. Other Factors

Other factors that may be considered in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;
2. The general reputation, industry experience, and financial capacity of the private entity;
3. The proposed design of the qualifying project;

4. The eligibility of the project for accelerated documentation, review, and selection;
5. Local citizen and government comments;
6. Benefits to the public; including whether the project will lead to productivity or efficiency improvements in the County's processes or delivery of services to the public;
7. The private entity's minority business plan or good faith effort to comply with the goals of such plan;
8. The private entity's plan to employ local contractors and residents; and
9. Other criteria that the County deems appropriate.

VII. Additional Review Procedures

A. Advisory Committee

The County may establish criteria to trigger establishment of an advisory committee consisting of representatives of the County to review the terms of the proposed interim or comprehensive agreement. The criteria should include, but not be limited to, the scope, total cost and duration of the proposed project, and whether the project involves or impacts multiple public entities. Timelines for the work of the committee should be developed and made available to proposers.

B. Appropriating Body

If the County is not the Responsible Public Entity ("RPE") for appropriating or authorizing funding to pay for a qualifying project, then the County in reviewing or approving the project should establish a mechanism for that appropriating body to review any proposed interim or comprehensive agreement prior to execution. When a school board is the RPE, review by the local governing body shall satisfy this requirement.

VIII. Interim and Comprehensive Agreements

The County shall not accept liability for any part or phase of a project prior to entering into a properly executed interim or comprehensive agreement. The County shall approve any interim or comprehensive agreement executed pursuant to the PPEA. Any changes in the terms of an executed interim or comprehensive agreement shall be in the form of a written amendment.

A. Interim Agreement Terms

Interim agreements may be used when it is necessary or advisable to segment a project to produce distinct and clear deliverables necessary to keep the project moving towards development of a comprehensive agreement. An interim agreement may not be used to have the County assume risks that should be assumed by the proposer or to pay costs attributable to the private entity's efforts in making the proposal. Interim agreements require the same level of approval as Comprehensive Agreements.

Development of an interim agreement is in the sole discretion of the County and in no way limits the rights reserved by the County to terminate the evaluation of any or all proposals at any time.

Prior to or in connection with the negotiation of the comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity proposing the development or

operation of the qualifying project. Such interim agreement may:

1. Permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project, including, but not limited to, project planning and development, design and engineering, environmental analysis and mitigation, survey, and ascertaining the availability of financing for the proposed facility or facilities; and
2. Establish the process and timing of the negotiation of the comprehensive agreement.

The scope of an interim agreement may include but is not limited to:

1. Project planning and development;
2. Design and engineering;
3. Environmental analysis and mitigation;
4. Survey;
5. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
6. Establish a process and timing of the negotiation of the comprehensive agreement; and
7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

B. Comprehensive Agreement Terms

Prior to developing or operating any qualifying project, a selected private entity shall enter into a comprehensive agreement with the County as provided by the PPEA. Such comprehensive agreement and any amendment thereto, must be approved by the County before it is entered into.

The scope of the comprehensive agreement shall include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any development or operation of the qualifying project, in the forms and amounts satisfactory to the County;
2. The review and approval of plans and specifications for the qualifying project by the County;
3. The right of the County to inspect the qualifying project to ensure compliance with the comprehensive agreement and any development plans and specifications;
4. The maintenance of a policy or policies of liability insurance or self-insurance, each in form and amount satisfactory to the County and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the private entity by the County to ensure proper maintenance;
6. The terms under which the private entity will reimburse the County for services provided;
7. The policies and guidelines governing the rights and responsibilities of the County and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including the conditions governing assumption of the duties and responsibilities of the private entity by the County and the transfer or purchase of property or other interests of the private entity by the County;

8. The terms under which the private entity will file appropriate financial statements on a periodic basis;
9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that is the same for persons using the facility under like conditions and that will not materially discourage use for the qualifying project. The agreement shall also contain the following requirements:
 - a. A copy of any service contract shall be filed with the County,
 - b. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request, and
 - c. Classifications according to reasonable categories for assessment of user fees may be made;
10. The terms and conditions under which the County may contribute financial resources, if any, for the qualifying project;
11. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;
12. The terms and conditions under which the County will be required to pay money to the private entity and the amount of any such payments for the project;
13. Any other provisions required by the PPEA and/or other applicable law; and
14. Such other terms and conditions as the public entity may deem appropriate.

Any changes in the terms of the comprehensive agreement as may be agreed upon by the parties from time to time shall be added to the comprehensive agreement only by written amendment executed by both the private entity and the County. The comprehensive agreement may provide for the development or operation of phases or segments of a qualifying project.

Parties submitting proposals understand that representations, information and data supplied in support of or in connection with proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the County. Accordingly, as part of the comprehensive agreement, the private entity and its team members shall certify that all material representations, information and data provided in support of, or in connection with, a proposal is true and correct. Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the private entity shall immediately notify the County of same. Any violation of this section of the comprehensive agreement shall give the County the right to terminate the agreement, withhold payment or other consideration due, and seek any other remedy available under the law.

C. Public Hearing; Notice and Posting Requirements

1. In addition to the posting requirements of Section IV.B of these Guidelines, the County shall hold a public hearing on the proposals during the proposal review process, but not later than 30 days prior to entering into an interim or comprehensive agreement.
2. Once the negotiation phase for the development of an interim or a comprehensive agreement

is complete and a decision to award has been made by the County, the County shall post the proposed agreement in the following manner:

- a. Posting shall be made on the County’s website of a summary of the proposals and the location where copies of the proposals are available for public inspection. At the discretion of the County, posting may also be by publication, in a newspaper of general circulation in the area in which the contract is to be performed, or on the Commonwealth’s Department of General Service's web-based electronic procurement program commonly known as eVA.
3. Once an interim agreement or a comprehensive agreement has been executed, the County shall make procurement records available for public inspection, in accordance with the Virginia Freedom of Information Act (§2.2-3700 et seq.).
- a. Such procurement records shall include documents initially protected from disclosure on the basis that the release of such documents would adversely affect the financial interest or bargaining position of the County.
 - b. Such procurement records shall not include (i) trade secrets of the private entity or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise. Provided that such procurement records were properly excluded in accordance with §2.2-3705.6 (11) and the requirements contained within Section II.D.2 of these Guidelines.
 - c. To the extent access to procurement records are compelled by law or a court order, then the County must comply with such law or order.

IX. Governing Positions

In the event of any conflict between these Guidelines and the PPEA, the PPEA shall control whether as currently enacted or as amended in the future.

X. Terms and Definitions

“Affected jurisdiction” means any county, city, or town in which all or a portion of a qualifying project is located.

“Appropriating body” means the body responsible for appropriating or authorizing funding to pay for a qualifying project.

“Comprehensive agreement” means the comprehensive agreement between the private entity and the responsible public entity that is required prior to the development or operation of a qualifying project.

“Conceptual stage” means the initial phase of project evaluation when the public entity makes a determination whether the proposed project serves a public purpose, meets the criteria for a qualifying project, assesses the qualifications and experience of a private entity Proposer, reviews the project for financial feasibility, and warrants further pursuit.

“Detailed stage” means the second phase of project evaluation where the public entity has completed the conceptual stage and accepted the proposal and may request additional information regarding a proposed project prior to entering into competitive negotiations with one or more private entities to

develop an interim or comprehensive agreement.

“Develop” or “development” means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

“Interim agreement” means an agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

“Lease payment” means any form of payment, including a land lease, by a public entity to the private entity for the use of a qualifying project.

“Material default” means any default by the private entity in the performance of its duties that jeopardizes adequate service to the public from a qualifying project.

“Operate” means to finance, maintain, improve, equip, modify, repair, or operate.

“Private entity” means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

“Public entity” means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.

“Qualifying project” means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land of a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure and services, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; or (viii) any improvements necessary or desirable to any unimproved locally- or state-owned real estate.

“Responsible public entity” or “RPE” means a public entity that has the power to develop or operate the applicable qualifying project.

“Revenues” means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project, including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

“Service contract” means a contract entered into between a public entity and the private entity pursuant to § 56-575.5. Public-Private Education Facilities and Infrastructure Act of 2002, as amended.

“Service payments” means payments to the private entity of a qualifying project pursuant to a service contract.

“State” means the Commonwealth of Virginia unless the context dictates otherwise.

“User fees” mean the rates, fees, or other charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to the comprehensive agreement pursuant to § 56-575.9.



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

To: R-Board Members
From: Phil Hathcock, Regional Landfill Director
Date: August 18, 2023
RE: Impounded Boat landfill fees

The Stafford County Sheriff's Office and the Advisory Board on Law Enforcement Towing has requested that the R-Board consider providing disposal of impounded boats at a discounted rate or no charge.

R-Board staff have researched the request and provide the following information:

- Estimated weight of average boat disposal – 2300 lbs.
- Estimated cost of boat disposal -- \$47.38 (1.15 tons X \$41.20/ ton)

As reported by the Sheriff's Office there are 4 boats at various tow yards awaiting disposal, the number of boats impounded per year is unavailable.

**AMENDED AND RESTATED OPERATIONAL AGREEMENT FOR THE
STAFFORD-FREDERICKSBURG REGIONAL LANDFILL**

This Amended and Restated Operational Agreement for the Stafford-Fredericksburg Regional Landfill, by and between the City of Fredericksburg, a Virginia municipal corporation, (the “City”) and the Board of Supervisors of Stafford County, governing body of Stafford County, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”), is entered into on this ____ day of _____, 2023.

RECITALS

- A. The County and the City entered into an agreement dated December 9, 1987, entitled “Operational Agreement for Regional Landfill (the “Original Agreement”), which provided for the joint operation of a regional landfill in Stafford County serving both the County and the City, the Rapphannock Regional Landfill (the “Landfill”).
- B. The Landfill site consists of approximately 800 acres in Stafford County owned jointly by the City and the County, a .00866 acre parcel of land owned jointly by the City and the County previously used as an animal shelter by the County, and an approximately 30 acre parcel owned by the County which was the site of the old Stafford landfill, regulated by Permit 74 issued by the Virginia Department of Environmental Quality (“*Old Landfill Site*”).
- C. The Original Agreement was amended on July 26, 1990 and on December 30, 1994.
- D. The Original Agreement was then amended and restated to reflect changes in the operation of the Landfill and to incorporate the previous amendment into one document by the Amended and Restated Operational Agreement for the Stafford-Fredericksburg Regional Landfill, dated January 24, 2000 (the “First Amended and Restated Operational Agreement”).
- E. The First Amended and Restated Operational Agreement was further amended by actions in 2008, 2010, 2015, and 2020 which are not reflected in the current Amended and Restated Operational Agreement.
- F. The City and County desire to make additional amendments to address the management of City and County jointly-owned parcels surrounding the Landfill.
- G. The City and County desire to make additional amendments to the First Amended and Restated Operational Agreement to incorporate the previous and proposed amendments into one document.

AGREEMENT

In consideration of the promises made herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as a part hereof as if fully restated herein.
2. Term of agreement. The term of this agreement becomes effective on [date, 2023] and shall continue until December 31, 2049, unless extended *in writing* by the parties.
3. Board. The parties jointly establish the Rappahannock Regional Solid Waste Management Board (the "Board") pursuant to Section 15.2-1300 of the Code of Virginia (1950), as amended, to operate the Landfill in Stafford County.
4. Board membership; officers.
 - 4.1. The Board shall consist of six members, three from each jurisdiction. Members from the County shall be the County Administrator and two members of the Board of Supervisors appointed by the County Board. Members from the City shall be the City Manager and two members of City Council, to be appointed by the City Council.
 - 4.2. Alternates may be appointed by the governing bodies to serve whenever a member of the Board from that governing body cannot attend a meeting. In the event one alternate is appointed by a governing body, that alternate may serve for either member of that governing body from that jurisdiction. In the event two alternates are appointed by a governing body, either may serve for a member who is absent. In addition, the County Administrator and City Manager may each select an alternate, who shall be a deputy or assistant. Alternates shall have the same voting rights as members.
 - 4.3. Vacancies shall be filled by the respective governing body.
 - 4.4. The Board shall select one of its members to serve as chairman and one of its members to serve as vice-chairman for a term of one year, with the ability to succeed themselves. One of these two officers shall be from each jurisdiction. Vacancies shall be filled by the respective governing body. The Board may appoint a member or non-member as secretary.
5. Purpose and Duties of Board. The primary purpose of the Board shall be to operate the Landfill for the use and benefit of the citizens of the City and the County. The Board shall ensure that the Landfill is operated in accordance with state laws and regulations.
6. Service Fees. The Board shall periodically establish rates to be charged to City and County residents and commercial haulers for the disposal of all refuse, garbage and other waste materials delivered to the Landfill. Such rates or charges shall not go into effect until thirty (30) days' notice has been given to the parties of this agreement. The Board shall establish rates and charges at the time it adopts an annual budget and at such other times as it deems necessary and appropriate. Fees established for solid waste services provided by commercial solid waste service providers to

City and County residents, businesses and public clients shall be equal. Fees established for municipal solid waste service providers (e.g. Public Works or Utilities Departments) in either jurisdiction shall be equitable with the service charges to residents served by commercial solid waste service providers.

7. Rules and Regulations. The Board shall adopt rules and regulations for the operation of the Landfill as it deems appropriate. These rules shall include operating hours, limitations on the type and quantity of solid waste allowed to be disposed of by commercial customers and residents using the convenience centers, and other matters as the Board may choose.
8. Recycling and Composting. The Board shall have the authority to provide recycling services at the Landfill and/or at other sites within the City and County, to assist the City and County in operating their respective solid waste management activities, programs and to operate other programs serving the City and County relative to the disposal and management of solid waste.
9. Budget and Fiscal Year. The Board shall adopt an annual operating budget for each year. The fiscal year of the Board shall run from July 1 of each year through June 30 of the next calendar year. The Board shall inform the governing bodies of the two jurisdictions of the proposed budget, along with changes to the service charges, by not later than July 1 of each year.
10. Landfill Fund. The Board shall be responsible for all funds collected and disbursed for the operation of the Landfill and other programs operated by the Board, with financial administration provided by the County. Revenues shall be deposited into the Landfill Fund, which shall be a separate account maintained by the County.
11. Operating Deficit - If the Board shall end a fiscal year with an operating deficit, the parties agree to pay to the Board a sum equal to the amount of such deficit, subject to appropriation by each governing body. The operating deficit shall be calculated based on the operating expenses less the operating revenue as reported in the annual financial statement for the previous year. Each party's contribution shall be based upon its respective actual usage of the Landfill over the preceding 12-month period. "Usage", as used herein, shall be determined by calculation of all solid waste delivered to the Landfill from participating localities, either from municipal public works, commercial companies, and delivered by residents. Payments in satisfaction of this provision shall be due in the fiscal year following the completion of the annual audit. Should either party fail to appropriate funds for payment under this provision, the other party may pay into escrow its share of the operating deficit and any service fees it may owe, and invoke the dispute resolution procedures of Paragraph 15. The escrowed amount shall not be due and owing unless and until the parties reach a mutually-agreeable resolution of the matter through negotiation or mediation.
 - 11.1. Operating Surplus - In the event the Board determines that the Landfill Fund has accumulated a surplus in excess of that reasonably expected to meet the continuing and foreseeable funding requirements for cell construction, capital replacement, solid waste program requirements closure/post-closure costs and any other foreseeable liability, the Board shall implement the reduction of solid waste service charges.

- 11.2. Annual Audit - The Board shall have an independent audit performed on the Landfill Fund at the end of each fiscal year in conjunction with the County audit, so that the audit shall accurately reflect the full revenues and expenditures of the Landfill. Copies of said audit shall be furnished to each of the parties to this agreement.
- 11.3. Procurement of Services - The Board shall have the authority to purchase or lease all services, including legal and consulting services, supplies, materials, insurance and equipment necessary for the proper operation and maintenance of the Landfill and for other authorized purposes as long as funds are available in the Landfill Fund and such purchases or leases are made in compliance with the Virginia Public Procurement Act.
12. Solid Waste Operations. The Board may operate the Landfill through its own employees, through a contract with a private contractor, or through an agreement with either the City or the County.
13. Ownership of Landfill site. Title to the Landfill site, with the exception of the ***Old Landfill Site***, shall continue to be held jointly by the City and the County, with each party owning an undivided one-half interest. Neither of the parties shall have the right during the term of this agreement to compel partition of the Landfill property.
14. Management of Landfill sites.
- 14.1. Management - The Board will, at its own sole expense, operate and maintain the Landfill sites, to include the ***Old Landfill Site***, for waste management purposes, such as temporary storage, consolidation and transfer, or for various stages of processing waste or recycling (collectively referred to as “Landfill Purposes”), or activities in support of generating revenue for the Landfill Fund. The Board’s maintenance responsibilities, shall include paying the full cost of such operation, maintenance, repair, and replacement, including, but not limited to, providing water, heat, air conditioning, light, electricity, repairs, replacements, interior security cameras, janitorial, cleaning and caretaking services to support any facilities located on the Landfill sites without the right of reimbursement from the City or County.
- 14.2. Encumbrances - The Board acknowledges that the City and County are the fee simple joint-owners of the Landfill sites, and the Board shall cause no encumbrances to attach to the property, or allow the property to serve as collateral for any debt incurred by the Board, without the prior consent of the City and County. The Board is not authorized to enter into any leases, or agreements to convey land or grant easements, without the prior written approval of the City and the County. Only the County’s authorization is required to encumber the ***Old Landfill Site***.
15. Dispute Resolution. The parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation, with the site of the mediation being either the City or the County. Should the dispute, claim, or other matter in question remain unresolved for more than 90 days after mediation is requested by a party, either party may terminate the mediation process. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon such execution, the same shall be enforceable as a settlement agreement.

16. Early Termination. The following provisions shall govern the early termination of this agreement and the disposition of assets in such an event:

16.1. City - The City Council may terminate this agreement with or without cause by notifying the County in writing at least one hundred eighty (180) days in advance. If the City terminates this agreement under this section, then it shall convey to the County, at no cost to the County, within 90 days of the effective date of termination, (i) its undivided one-half interest in the Landfill Site (excluding the Old Landfill Site), by deed, approved as to form by the County Attorney; and (ii) its undivided one-half interest in the equipment and personal property of the Board.

16.2. County - If the City defaults on its obligations under this agreement, or for non-payment of fees for services rendered by the Landfill, the County may terminate this agreement following written notification to the City, and the expiration of a subsequent ninety (90) day period to allow the City to resolve matters relating to default or non-payment of past due accounts. If the City contests the finding of default, or the non-payment of past due fees, both parties shall agree to submit the matter to non-binding mediation to be administered by a third party agreeable to both localities. The recommendations of the mediator shall be considered prior to any action to terminate the agreement.

17. Disposition of assets upon expiration of the agreement.

17.1. Upon the expiration of this agreement, the City shall convey to the County, at no cost to the County, its one-half ownership in the real property jointly owned by the parties.

17.2. All personal property purchased from the Landfill Fund shall be owned equally by the parties and the expiration of the agreement the County shall take title to any such equipment at no cost.

17.3. In the event the County decides to cease involvement with landfill operations, through this agreement, through its own personnel, or through agreement with any other public entity, prior to the expiration of the agreement, then the terms for the disposition of jointly owned property, equipment, buildings and other jointly owned assets shall be determined through negotiations between the two parties to the agreement.

18. Liability.

18.1. The City and County agree to share equally in liability for all damages, losses, expenses and judgments arising out of the operations of the Landfill, including closure, post-closure and corrective action costs associated with the **Old Landfill Site**. The equal liability shall apply to all Landfill activities, with equal liability for closure, post-closure and corrective action extending to all solid waste landfill cells previously active and/or active on April 1, 2020.

18.2. For landfill cells placed in service after April 1, 2020, the City and County shall share a proportional liability based upon the respective actual usage of the Landfill, as defined in Paragraph 11 above, over the preceding 12-month period, but subject to recalculation as the Board desires. This paragraph shall survive the termination of the agreement under Paragraph 16, or the expiration of the agreement on December 31, 2049, or as subsequently amended.

19. Governing Law. This agreement is governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply.
20. Severability. In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect
21. Prior agreements. This agreement shall supersede the Original Agreement and the subsequent amendments to that agreement.

The parties are signing this agreement on the date stated in the introductory clause.

COUNTY OF STAFFORD, VIRGINIA

By: _____
COUNTY ADMINISTRATOR

By authority given under Board of Supervisors Resolution R__ - ____

Approved as to Form:

By: _____
COUNTY ATTORNEY

CITY OF FREDERICKSBURG, VA

By: _____
CITY MANAGER

By authority given under City Council Resolution ____ - ____

Approved as to Form:

By: _____
CITY ATTORNEY

REVENUE PLEDGE AGREEMENT

between

CITY OF FREDERICKSBURG, VIRGINIA,

COUNTY OF STAFFORD, VIRGINIA,

and

THE RAPPAHANNOCK REGIONAL SOLID WASTE MANAGEMENT BOARD

November 1, 2023

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Exhibit A - Debt Service Schedule

This **REVENUE PLEDGE AGREEMENT** (as more particularly defined below, this "Agreement") is made as of November 1, 2023, and is between the **CITY OF FREDERICKSBURG, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City"), the **COUNTY OF STAFFORD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County") and the **RAPPAHANNOCK REGIONAL SOLID WASTE MANAGEMENT BOARD**, a public body corporate and politic of the Commonwealth of Virginia (the "Board").

RECITALS

A. The County and the City jointly established the Board to provide for the joint operation of a regional landfill in the County (as more particularly defined below, the "Landfill").

B. The Landfill serves the residents of County and the residents of the City.

C. The County and the City formed the Board pursuant to an Amended and Restated Operational Agreement for the Stafford-Fredericksburg Regional Landfill dated as of January 24, 2000 (as amended, modified, or supplemented from time to time, the "Operational Agreement"), between the City and the Board of Supervisors of the County.

D. The Operational Agreement provides for, among other things, the composition of the Board, the powers and duties of the Board, the operation of the Landfill and the collection of Revenues, as hereinafter defined.

E. Under the Operational Agreement, the Board adopts an annual budget for the Landfill, establishes the rates and charges that are paid by the users of the Landfill and is responsible for funds collected and disbursed from the operation of the Landfill and other programs operated by the Board, all of which are deposited into the Landfill Fund (as more particularly defined below, the "Landfill Fund"), which is a separate account maintained by the County.

F. Under the Operational Agreement, the City and the County allocate between the two of them (i) the costs and expenses of the Landfill, (ii) any liability associated with the Landfill and (iii) the ownership of the Landfill.

G. The Board has determined, and the County and the City have concurred, that the Landfill requires the construction of a new solid waste landfill cell (Cell ½ G-1 & G-3) (the "Project").

H. The County and the City desire to finance a portion of the costs of the Project on behalf of the Board because the Board does not have the power to incur debt.

I. The County and the City have each applied to the Virginia Resources Authority ("VRA") for the financing of the Project, and VRA has indicated its willingness to provide financing for the Project by purchasing from each of the County and the City a solid waste system revenue bond (each a "Bond").

J. The terms and conditions of VRA's purchase of the Bonds are set forth in (i) a Local Bond Sale and Financing Agreement dated as of _____, 2023 (as amended, modified, or supplemented from time to time, the "City Financing Agreement"), between the City, the Board and VRA and (ii) a Local Bond Sale and Financing Agreement dated as of _____, 2023 (as amended, modified, or supplemented from time to time, the "County Financing Agreement" and together with the City Financing Agreement, the "Financing Agreements"), between the County, the Board and VRA.

K. The City, the County and the Board desire to confirm the pledge of the Revenues as security for the Bonds and set forth other provisions regarding the management and use of the Landfill and the Revenues as set forth below.

NOW THEREFORE, the County, the City and the Board hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, capitalized terms have the meanings given to them in the Recitals or the Financing Agreements, as applicable, to the extent that any definitions conflict the definitions set forth in this Agreement control.

ARTICLE 2

ACKNOWLEDGMENT OF PLEDGE AND SECURITY INTEREST, ASSIGNMENT OF REVENUES

Section 2.1 Acknowledgment of Pledge. The Board hereby concurs in the City's and County's issuance of the Bonds to provide funds for the Project and hereby acknowledges that the City and the County have pledged to VRA the Revenues as security for the Bonds as provided in the Financing Agreements.

Section 2.2 Assignment of Revenues. The Board hereby assigns to the City and the County jointly, all of its rights in and to the Revenues as security for the Bonds.

Section 2.3 Acknowledgment of Security Interest. The Board hereby acknowledges that the Revenues, as assigned pursuant to Section 2.2, are subject to a security interest in favor of VRA as security for the Bonds. The Board shall not knowingly take any action or fail to take any action that would impair the pledge of and security interest in the Revenues that was granted by the City and the County to VRA.

ARTICLE 3

COVENANTS REGARDING THE REVENUES

Section 3.1 Use of Revenues.

(a) So long as no Event of Default has occurred and is continuing, the Board shall receive, retain and use, invest and spend any and all of the Revenues in accordance with the terms of the Operational Agreement.

(b) On or before each April 1 and October 1, the Board shall transfer to VRA, on behalf of the City and the County, the debt service payments on each Bond in accordance with the payment schedule of each Bond, which schedules are attached hereto as Exhibit A.

(c) If no Event of Default has occurred and is continuing, upon a request from VRA and concurrence from the City or the County (as applicable) the Board shall transfer to VRA, on behalf of the City or the County (as applicable) such other amounts as may be payable by such party from the Revenues under the respective Financing Agreement.

(d) Upon the occurrence and during the continuance of an Event of Default, the Board shall, on behalf of the County and the City and for the benefit of VRA, continue to receive all Revenues but shall hold such Revenues in trust for the benefit of VRA.

Section 3.2 Further Assurances. The Board shall promptly execute and deliver all further instruments and documents and take all further action necessary or that VRA may reasonably request in order (i) to perfect and protect the security interest created or purported to be created by the City and the County in the Revenues, (ii) to enable VRA to exercise and enforce its rights and remedies hereunder in respect of the Revenues, and (iii) to otherwise effect the purposes of this Agreement, including without limitation, executing (if requested) and filing any financing or continuation statements, or any amendments thereto.

Section 3.3 Transfer or Encumbrance. The Board shall not (i) sell, assign (by operation of law or otherwise) or transfer the Board's rights in any of the Revenues, (ii) grant a lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Revenues to any party other than VRA (other than those created in the ordinary course of the Board's operations), or (iii) deliver actual or constructive possession of any certificate, instrument or document evidencing and/or representing any of the Revenues to any party other than VRA.

Section 3.4 Impairment of Security Interest. The Board shall not take or fail to take any action which would in any manner impair the value or enforceability of VRA's security interest in any of the Revenues.

Section 3.5 Performance by VRA. If the Board fails to perform any agreement or obligation provided herein, the Board acknowledges that under the Financing Agreements, VRA may itself perform, or cause performance of, such agreement or obligation, and the expenses of VRA, incurred in connection therewith shall be a part of the obligations under the respective Financing Agreement and secured by the Revenues.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

Each of the City, the County and the Board hereby represent and warrant to each other the following:

Section 4.1 Authority. Each has, by all necessary action, duly authorized the execution, delivery and performance of this Agreement.

Section 4.2 Enforceability. This Agreement constitutes a legal, valid and binding obligations of such party, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

Section 4.3 No Conflicts or Consents. The compliance by such party with the terms and conditions of this Agreement does not (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, or (B) any agreement, judgment, license, order or permit applicable to or binding upon such party or otherwise affecting the Revenues, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of such party or of any person except as may be expressly contemplated in this Agreement or the Financing Agreements.

ARTICLE 5

EVENTS OF DEFAULT

Each of the following constitutes an "Event of Default" under this Agreement:

Section 5.1 Default Under Financing Agreements. The occurrence of an Event of Default under either Financing Agreement after the expiration of any applicable cure periods.

Section 5.2 Default Under this Agreement. The failure by a party to comply with any requirement or covenant of this Agreement and such failure remains unremedied after a period of 30 days after such defaulting party has received written notice from one of the other parties to this Agreement or VRA of such failure.

ARTICLE 6

REMEDIES AND RELATED RIGHTS

Section 6.1 Remedies. Upon an Event of Default, any non-defaulting party or VRA (or any combination thereof) may exercise any remedy available to such party or parties.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Third Party Beneficiary. VRA is hereby expressly made a third-party beneficiary of this Agreement.

Section 7.2 Term. The term of this Agreement shall commence upon the issuance of the Bonds and shall end upon the repayment of amounts owed by the City and the County under the Bonds and the Financing Agreements.

Section 7.3 Entire Agreement. This Agreement contains the entire agreement of parties with respect to the subject matter hereto. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Revenues, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement.

Section 7.4 Amendment. No modification, consent or amendment of any provision of this Agreement shall be valid or effective unless the same is in writing and authenticated by (i) the party against whom it is sought to be enforced and (ii) VRA.

Section 7.5 Actions by VRA. The taking of additional security or the exercising of additional remedies under a Financing Agreement by VRA shall not release or impair the lien, security interest or other security rights of VRA or affect the obligations of the Board hereunder.

Section 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

Section 7.8 Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be given in accordance with the Financing Agreements.

Section 7.9 Interpretation. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

Section 7.10 Counterparts. This Agreement may be executed in any number of counterparts and taken together all such counterparts shall constitute on Agreement.

[Signature page follows]

EXECUTED as of the date first written above.

CITY OF FREDERICKSBURG, VIRGINIA

By: _____

Name: _____

Title: _____

COUNTY OF STAFFORD, VIRGINIA

By: _____

Name: _____

Title: _____

**RAPPAHANNOCK REGIONAL SOLID
WASTE MANAGEMENT BOARD**

By: _____

Name: _____

Title: _____

EXHIBIT A

Debt Service Schedule

(See Attached)



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

RB23-11

PROPOSED

RAPPAHANNOCK REGIONAL SOLID WASTE MANAGEMENT BOARD

RESOLUTION

At a regular meeting of the Rappahannock Regional Solid Waste Management Board (R-Board) held in the Board of Supervisors Chambers, George L. Gordon, Jr., Administration Center, Stafford, Virginia, on the 17th day of August, 2023.

MEMBERS:

Jonathan A. Gerlach, Chairman
Monica Gary, Vice Chairman
Timothy J. Baroody
Meg Bohmke
Mathew J. Kelly
Randal Vosburg

VOTE:

On motion of , seconded by , which carried by a vote of to , the following was adopted:

A RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENTS WITH THE VIRGINIA RESOURCES AUTHORITY RELATED TO FINANCING FOR CONSTRUCTION OF CELL ½ G-1 AND G-3

WHEREAS, the Rappahannock Regional Solid Waste Management Board (R-Board) has previously authorized the use of tipping fee revenues to pay debt service on the estimated \$4,400,000 in loan proceeds and financing expenses necessary to fund construction of Cell ½ G-1 & G-3; and

WHEREAS, Stafford County (County) and the City of Fredericksburg (City) are anticipated to authorize the issuance of debt to fund Cell ½ G-1 & G-3; and

WHEREAS, the Virginia Resources Authority (VRA) is managing the sale of bonds which will be the source of these funds; and

WHEREAS, to evidence the obligations of the County, the City, the R-Board and VRA regarding the debt, VRA has proposed that the R-Board enter into the following arrangements (1) a Local Bond Sale and Financing Agreement between the County, the R-Board and VRA, (2) a Local Bond Sale and Financing Agreement between the City, the R-Board and VRA and (3) a Revenue Pledge Agreement between the City, the County, the R-Board and VRA (the "Documents"); and



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

WHEREAS, the R-Board desires to authorize the Chairman, the Vice Chairman and such officers as may be delegated the authority to act on behalf of the R-Board as described below (each a "Delegate") to take such actions as may be necessary or advisable in connection with the Documents and the financing of Cell ½ G-1 & G-3;

NOW, THEREFORE, BE IT RESOLVED by the Rappahannock Regional Solid Waste Management Board on this the 17th day of August, 2023, that

1. The Documents are approved in substantially the form on file with the R-Board, with such changes, insertions or omissions as may be approved by the Chairman or any Delegate, either of whom may act, whose approval shall be evidenced conclusively by the execution and delivery of the Documents on the R-Board's behalf. The Chairman and each Delegate, any of whom may act, are authorized to execute and deliver the Documents and such other documents and certificates as such officer may consider necessary in connection therewith.
2. The actions of the Chairman and each Delegate in determining the final terms and conditions of the Documents shall be conclusive, and no further action shall be necessary on the part of the R-Board.
3. The Chairman and each Delegate, any of whom may act, are authorized to execute one or more Nonarbitrage Certificate and Tax Compliance Agreements or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the financings and containing such covenants as may be required by VRA to ensure compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"), including the provisions of Section 148 of the Tax Code and applicable regulations relating to "arbitrage bonds." The R-Board covenants that the proceeds from the issuance and sale of the financing will be invested and expended as set forth in the Tax Documents and that the R-Board shall comply with the other covenants and representations contained therein.
4. All officers and agents of the R-Board are authorized and directed to take such further actions in conformity with the purpose and intent of this Resolution as may be necessary or appropriate in connection with the financing, and the execution, delivery and performance of the Documents, including the execution and delivery of such instruments, documents or certificates as necessary or appropriate to carry out the transactions contemplated by this Resolution. All actions previously taken by such officers and agents in connection with the financing are ratified and confirmed. Any authorization of the Chairman may be carried out by the Vice Chairman, in the absence or unavailability of the Chairman.



Rappahannock Regional Solid Waste Management Board

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5. The R-Board hereby appoints Mr. Phillip Hathcock, Director, as a "Delegate" with the authority to execute documents on behalf of the R-Board as authorized hereby. The R-Board may appoint future "Delegates" under this Resolution by subsequent resolution.

6. Effective Date. This Resolution shall take effect immediately.

Phillip Hathcock, Director