

AGENDA NRRA BOARD MEETING WEDNESDAY, OCTOBER 26, 2022 12:00 MEETING NEW RIVER RESOURCE AUTHORITY DUBLIN, VIRGINIA:

- I. CALL TO ORDER AND ROLL CALL
- II. APPROVAL OF OCTOBER 26, 2022, AGENDA
- III. APPROVAL OF SEPTEMBER 28, 2022, MEETING MINUTES
- IV. OLD BUSINESS:
- V. NEW BUSINESS & ADMINISTRATIVE ITEMS:
 - A. Items of Consent:
 - 1. NRRA Check List
 - 2. Financial Statement
 - B. Administrative Items:
 - 1. Area D Pay Request 28
 - 2. Resolution to Expand Customer Area
 - C. Reports
 - 1. Executive Director's Report
 - 2. Engineering
 - a. 2022 Tip Fee Study
- VI. PUBLIC COMMENTS
- VII. ADJOURN

This agenda is subject to change at the discretion of the New River Resource Authority.

AT A MEETING OF THE NEW RIVER RESOURCE AUTHORITY HELD ON WEDNESDAY, SEPTEMBER 28, 2022, AT NOON, NRRA ADMINISTRATION BUILDING, DUBLIN, VIRGINIA:

PRESENT:

Mr. Barry Helms, Chairman Mr. Paul Baker, Vice-Chair Mr. Robert Asbury, Member Mr. Dirk Compton, Member Mr. Steve Fijalkowski, Member Mr. Tom Starnes, Member

Mr. Jonathan Sweet, Member

ABSENT:

Mr. Tye Kirkner, Member

STAFF:

Mr. Joseph Levine, NRRA Executive Director Ms. Marjorie Atkins, NRRA Recording Secretary

Mr. David Rupe, NRRA Administrative & Compliance Manager

Mr. Howard Estes, NRRA Legal Counsel

Ms. Sherry Johnson, NRRA Administrative Assistant

GUESTS:

Mr. Andrew Monk, Thompson & Litton

Chairman Helms called the meeting to order.

The motion to approve the September 28, 2022, Agenda was made by Mr. Starnes. The motion was seconded by Mr. Sweet and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	<u>yes</u>	Mr. Starnes	<u>yes</u>
Mr. Baker	yes	Mr. Sweet	yes
Mr. Compton	yes	Mr. Helms	yes
Mr. Fijalkowski	yes		

The motion to approve the minutes of the August 24, 2022, Board Meeting, as presented, was made by Mr. Baker. The motion was seconded by Mr. Fijalkowski and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury Mr. Baker	<u>yes</u> yes	Mr. Starnes Mr. Sweet	<u>yes</u> yes
Mr. Compton	yes	Mr. Helms	yes
Mr. Fijalkowski	yes		

The motion to enter a closed meeting pursuant to Virginia Code Section 2.2-3711 (A)(5) for the purpose of discussing a potential business was made by Mr. Baker. The motion was seconded by Mr. Asbury and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	<u>yes</u>	Mr. Starnes	yes
Mr. Baker	yes	Mr. Sweet	yes
Mr. Compton	yes	Mr. Helms	yes
Mr. Fijalkowski	<u>yes</u>		

The motion to reconvene the regular meeting and to certify the closed meeting was made by Mr. Sweet," I hereby move to reconvene the regular meeting and for certification pursuant to the Code of Virginia, that the Board of Directors, to the best of each Director's knowledge, heard, discussed or considered only public business matters lawfully exempted from open meeting requirements by the Freedom of Information Act in the closed meeting of this date, and only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Board of Directors of the New River Resource Authority". The motion was seconded by Mr. Starnes and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	yes	Mr. Starnes y	es
Mr. Baker	yes	Mr. Sweet y	es
Mr. Compton	yes	Mr. Helms у	es
Mr. Fijalkowski	yes		

No Old Business was presented for the agenda.

New Business and Administrative Items included Items of Consent.

The Check List for the month of August 2022 was included in the Agenda.

The motion to approve the Check List for the month of August 2022 was made by Mr. Baker. The motion was seconded by Mr. Fijalkowski and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	<u>yes</u>	Mr. Starnes	yes
Mr. Baker	yes	Mr. Sweet	no
Mr. Compton	yes	Mr. Helms	yes
Mr. Fijalkowski	ves		

The draft Financial Statements for August 2022 was presented.

The motion to approve the Financial Statement for August, as presented was made by Mr. Starnes. The motion was seconded by Mr. Sweet and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	<u>yes</u>	Mr. Starnes	yes
Mr. Baker	yes	Mr. Sweet	yes
Mr. Compton	yes	Mr. Helms	yes
Mr. Fijalkowski	ves		

Administrative Items included: Area D Pay Request 27; D-6 Rebuild and the litter fence project.

The motion to approve Area D Pay Request 27 in the amount of \$3,000.00 was made by Mr. Baker. The motion was seconded by Mr. Asbury and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	<u>yes</u>	Mr. Starnes yes
Mr. Baker	yes	Mr. Sweet yes
Mr. Compton	yes	Mr. Helms <u>yes</u>
Mr. Fijalkowski	yes	

The approved budget for FY 2022/23 included \$300,000.00 for the total rebuild of the CAT D6T Dozer. The Board accepted the CAT certified rebuild quote from SOURCEWELL for \$277,313.98. When the machine was disassembled Carter and NRRA mechanics discovered additional necessary repairs. The additional repair estimate was \$56,329.26. Mr. Levine recommended that the Board accept the additional repair cost of \$33,329.26 over the budgeted amount.

The motion to approve the additional repair items for the D6T Dozer as outlined by the Executive Director was made by Mr. Asbury. The motion was seconded by Mr. Baker and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	<u>yes</u>	Mr. Starnes	<u>yes</u>
Mr. Baker	yes	Mr. Sweet	<u>yes</u>
Mr. Compton	<u>yes</u>	Mr. Helms	<u>yes</u>
Mr. Fijalkowski	yes		

On July 15, 2022, NRRA advertised for bids on the Area D Project Litter Fence expansion for approximately 4,320 feet of fence. On August 23, 2022, the bids were opened at the NRRA office. Two bids were received:

Main Street Builders, LLC	\$395,000.00
Bradley Electric, LLC	\$315,074.18

After evaluation of the bids, it was determined that bids were responsive. Mr. Levine recommended that the Board accept the bid from Bradley Electric, LLC.

The motion to accept the bid from Bradley Electric, LLC for installation of the Area D Project Litter Fence for a cost of \$315,074.18 and to approve the Executive Director to execute the contract upon legal counsel's review was made by Mr. Starnes. The motion was seconded by Mr. Compton and approved by a recorded roll call vote of the Authority as follows:

Mr. Asbury	<u>yes</u>	Mr. Starnes	<u>yes</u>
Mr. Baker	yes	Mr. Sweet	yes
Mr. Compton	yes	Mr. Helms	yes
Mr. Fijalkowski	ves		

Mr. Levine presented the Executive Director's Report. Revenue was 5.8% above projections; expenses were 4.4% below projections. 21,274.38 tons of waste was managed in August. October 13 Ruby Canyon and SCS Engineers will be on site for carbon credit verification. The Authority hosted an HHW/Shredding/E-waste Day on Saturday, September 10, approximately 130 residents participated in the event.

Mr. Levine presented the Engineering Section of the Agenda.

Ingles Mountain – Mr. Rupe reported that all upgrades were completed on the flare at Ingles Mountain. After start up an old component in the blower system failed and a new part was ordered.

NRSWMF – Mr. Monk reported that Area D first comments from DEQ had been received. Thompson and Litton was working on the response.

West Fork – WSSI was on site in September and were scheduled to work on site again in October to count and verify plants.

The Chairman invited Public Comments.

No comments were presented.

The meeting was adjourned by consensus.

The meeting adjourned at 12:55 pm.

The next scheduled meeting of the Authority is scheduled for Wednesday, October 26, 2022, 12:00, NOON at 7100 Cloyd's Mountain Road.

Mayore W. atkins

Respectfully Submitted,

Marjorie W. Atkins

NRRA Recording Secretary

Approved	at	Board	Meeting.

Barry Helms, Chair

NRRA CHECKLIST FOR THE MONTH OF SEPTEMBER 2022

ACCOUNT	VENDOR	AMOUNT PAID	EXPLANATION
500.02	NATIONAL BANK	\$145.16	BOARD EXPENSE
520.03	ANTHEM BLUE CROSS & BLUE SHIELD		HOSPITALIZATION/MEDICAL
520.08	JUSTIN ATKINS		FY 22/23 TIRE REIMBURSEMENT
520.08	MARJORIE ATKINS		FY 22/23 TIRE REIMBURSEMENT
520.08	THAD BALL		FY 22/23 TIRE REIMBURSEMENT
	JOHNNY BURTON		FY 22/23 TIRE REIMBURSEMENT
520.08	BEN COULSON		FY 22/23 TIRE REIMBURSEMENT
520.08	WILLY ELLISON		FY 22/23 TIRE REIMBURSEMENT
520.08	JEREMY FULLER	+	FY 22/23 TIRE REIMBURSEMENT
520.08	JOHN GUSLER		FY 22/23 TIRE REIMBURSEMENT
520.08	SHERRY JOHNSON		FY 22/23 TIRE REIMBURSEMENT
520.08	JOSEPH LEVINE		FY 22/23 TIRE REIMBURSEMENT
520.08			FY 22/23 TIRE REIMBURSEMENT
520.08	JOSHUA OWENS		FY 22/23 TIRE REIMBURSEMENT
520.08	WILLIAM RATCLIFFE		FY 22/23 TIRE REIMBURSEMENT
520.08	DAVID RUPE JAMIE SHODA		FY 22/23 TIRE REIMBURSEMENT
520.08	SAGLE SLAUGHTER		FY 22/23 TIRE REIMBURSEMENT
520.08			FY 22/23 TIRE REIMBURSEMENT
520.08	ISAIAH SNIDER	+	FY 22/23 TIRE REIMBURSEMENT
520.08	MICHAEL STRICKLAND		FY 22/23 TIRE REIMBURSEMENT
520.08	ISSAC WALL		FY 22/23 TIRE REIMBURSEMENT
520.08	BRANDON STONE FLEXIBLE BENEFIT ADMINISTRATORS, INC.		MISCELLANEOUS BENEFITS
520.08			MISCELLANEOUS BENEFITS
520.08	FLEXIBLE BENEFIT ADMINISTRATORS, INC.		MISC. BENEFITS/SAFETY BOOTS
520.08	JAMIE SHODA		MISCELLANEOUS BENEFITS
520.08	HEALTH ADVOCATE		MISC. BENEFITS/WELLNESS
520.08	SHERRY JOHNSON NORTONLIFE LOCK, INC.		MISCELLANEOUS BENEFITS
520.08 520.10	CINTAS	+	UNIFORMS
520.10	DELTA DENTAL		DENTAL INSURANCE
601.01	ESTES LAW & CONSULTING		LEGAL - AUGUST 2022 GENERAL MATTERS
603.01	THOMPSON & LITTON, INC		ENGINEERING - GENERAL
603.01	SCS ENGINEERS		ENGINEERING - GENERAL
603.01	SCS ENGINEERS		ENGINEERING - GENERAL
603.01	SCS ENGINEERS		ENGINEERING - GENERAL
603.01	SCS ENGINEERS		ENGINEERING - GENERAL
603.01	THOMPSON & LITTON, INC		ENGINEERING - GENERAL
603.01	THOMPSON & LITTON, INC		ENGINEERING - GENERAL
603.01	SCS ENGINEERS		LANDFILL GAS MANAGEMENT PROGRAM
603.02	THOMPSON & LITTON, INC		ENGINEERING - SURVEYING
604.01	DARRYL J. GILLESPIE	ALL DANSELS SELECTIONS	ACCOUNTING
608.14	UPS		SURFACE WATER TESTING
609.01	LEE SUPPLY CO., INC.	1.	LANDFILL GAS MANAGEMENT PROGRAM
630.01	TREASURER OF VIRGINIA	\$1.102.50	PERMITTING FEES
630.01	TREASURER OF VIRGINIA	\$1,102,50	PERMITTING FEES
630.01	TREASURER OF VIRGINIA		PERMITTING FEES
702.10	TAYLOR OFFICE SUPPLY, INC.		COMPUTER EQUIPMENT & SERVICE
702.10	GRAINGER		COMPUTER EQUIPMENT & SERVICE
702.10	KALSOR IT CONSULTING		COMPUTER EQUIPMENT & SERVICE
702.10	OLD TOWN PRINTING	*	COMPUTER EQUIPMENT & SERVICE
702.10	NATIONAL BANK		COMPUTER EQUIPMENT & SERVICE
702.10	COBB TECHNOLOGIES	\$927.58	COMPUTER EQUIPMENT & SERVICE

NRRA CHECKLIST

FOR THE MONTH OF SEPTEMBER 2022 PAGE 2

	PAGE 2		
<u>ACCOUNT</u>	VENDOR	AMOUNT PAID	EXPLANATION
			DOOTAGE DOV DENTAL
703.10	POSTMASTER		POSTAGE - BOX RENTAL
703.10	PITNEY BOWES		POSTAGE
705.10	DAVID RUPE		TRAINING & EDUCATION
705.10	NATIONAL BANK		TRAINING & EDUCATION
706.10	NATIONAL BANK		MEETINGS & TRAVEL
706.10	SHERRY JOHNSON		MEETINGS & TRAVEL
706.10	JOHNNY BURTON		MEETINGS & TRAVEL
706.10	ISAIAH SNIDER		MEETINGS & TRAVEL
706.10	THADDEUS BALL	\$18.75	MEETINGS & TRAVEL
710.10	CINTAS	\$77.98	PROMOTIONS
751.80	APPALACHIAN POWER	\$15.11	ELECTRICITY
751.80	APPALACHIAN POWER	\$2,745.18	ELECTRICITY
751.80	CITY OF RADFORD	\$25.31	ELECTRICITY
752.50	ALL POINTS BROADBAND - NRV	\$99.95	TELEPHONE SERVICE
752.50	VERIZON WIRELESS	\$479.46	TELEPHONE SERVICE
752.50	TELERITE CORPORATION		TELEPHONE SERVICE
752.50	VERIZON		TELEPHONE SERVICE
752.50	HOMETOWN SECURITY		TELEPHONE SERVICE
	HOMETOWN SECURITY	* 1 C/2/2/2 C	TELEPHONE SERVICE
752.50		+	TELEPHONE SERVICE
752.50	GRAINGER		TELEPHONE SERVICE
752.50	VERIZON		LEACHATE TREATMENT
753.81	CITY OF RADFORD		LEACHATE TREATMENT
753.81	PUBIC SERVICE AUTHORITY - PULASKI		
754.10	CAPITOL ONE - (WAL MART)	*	SUPPLIES & MAINTENANCE
754.10	BROWN EXTERMINATING		SUPPLIES & MAINTENANCE
754.10	CRYSTAL SPRINGS		SUPPLIES & MAINTENANCE
754.10	CINTAS		SUPPLIES & MAINTENANCE
754.10	GRAINGER		SUPPLIES & MAINTENANCE
754.10	BAY POWER SOLUTIONS		SUPPLIES & MAINTENANCE
754.10	WAL MART	,	SUPPLIES & MAINTENANCE
770.10	SOUTHWESTERN VA GAS SERVICE		GAS SERVICE - NEWRI9
770.10	SOUTHWESTERN VA GAS SERVICE		GAS SERVICE - NEWR11 3286
770.10	SOUTHWESTERN VA GAS SERVICE		GAS SERVICE - NEWRI3 1153
790.10	TREASURER, COUNTY OF FLOYD	*	WEST FORK PROPERTY
801.01	LIZETH F. JACKSON #33 (2022)	\$315.00	GENERAL MAINTENANCE
801.01	LIZETH F. JACKSON #34 (2022)	\$315.00	GENERAL MAINTENANCE
801.01	LIZETH F. JACKSON #35 (2022)	\$315.00	GENERAL MAINTENANCE
801.01	LIZETH F. JACKSON #36 (2022)	\$315.00	GENERAL MAINTENANCE
801.01	LIZETH F. JACKSON #37 (2022)	\$315.00	GENERAL MAINTENANCE
801.01	LIZETH F. JACKSON #38 (2022)	\$315.00	GENERAL MAINTENANCE
802.01	STERICYCLE, INC.	\$206.65	BMP GENERAL
802.01	FERGUSON ENTERPRISES LLC	\$2,687.60	BMP GENERAL
803.01	GRAINGER	\$60.39	TOOLS & SUPPLIES - GENERAL
807.11	FASTENAL COMPANY	\$33.64	MISCELLANEOUS MAINTENANCE
807.11	GILBERT AUTO PARTS	\$135.24	MISCELLANEOUS MAINTENANCE
807.21	CUMMINS SALES AND SERVICE	\$2,015.05	
807.24	NATIONAL BANK		JD TRACTOR
807.26	CARTER MACHINERY COMPANY, INC.		REX 550
807.33	CARTER MACHINERY COMPANY, INC.		CAT 336 EXCAVATOR
807.38	H&E EQUIPMENT SERVICES		TAKEHUCHI
807.38	THERMO KING		TAKEHUCHI
007.30	THE WORK TO	ψ0200	

NRRA CHECKLIST FOR THE MONTH OF SEPTEMBER 2022 PAGE 3

TOTAL

ACCOUNT	VENDOR	AMOUNT PAID	EXPLANATION
807.40	JAMES RIVER EQUIPMENT	\$3,517.74	JD 624 LOADER
807.45	MARK 4 SUZUKI SALES, INC.	\$3,477.29	KAWASAKI MULES
807.45	KING'S TIRE SERVICE, INC.	\$278.00	KAWASAKI MULES
807.45	GILBERT AUTO PARTS	\$64.08	KAWASAKI MULES
807.47	MEADE TRACTOR		JD GATORS
807.48	JAMES RIVER EQUIPMENT	\$2,734.35	BOMAG COMPACTOR
807.51	CARTER MACHINERY COMPANY, INC.		D6 WASTE
807.54	NORTHWEST ACE HARDWARE	\$124.00	MOWERS
809.16	CARTER MACHINERY COMPANY, INC.	\$71.25	ROLL-OFF TRUCK
809.16	PULASKI COUNTY (GARAGE)		ROLL-OFF TRUCK
809.28	GILBERT AUTO PARTS	\$26.58	MACK TRUCK
809.35	GILBERT AUTO PARTS	\$104.99	2010 FORD F-250 #51
810.20	CARTER MACHINERY COMPANY, INC.	\$12,355.50	HEAVY EQUIPMENT RENTAL
813.02	VALICOR ENVIRONMENTAL SERVICES, INC.	\$50.00	FUELS & FLUIDS
813.02	GREAT LAKES PETROLEUM	\$848.09	FUELS & FLUIDS
813.02	HUTCHENS PETROLEUM	\$167.30	FUELS & FLUIDS
813.02	CARTER MACHINERY COMPANY, INC.	\$2,824.04	FUELS & FLUIDS
813.02	GREAT LAKES PETROLEUM	\$8,888.77	FUELS & FLUIDS
813.02	MANSFIELD OILD COMPANY	\$61.19	FUELS & FLUIDS
813.02	GREAT LAKES PETROLEUM	\$18,592.19	FUELS & FLUIDS
813.02	HUTCHENS PETOLEUM	\$560.96	FUELS & FLUIDS
920.05	COMMONWEATLH DOCUMENT MGMT.	\$1,500.00	HHW CONTRACT SERVICE
920.06	LUSK DISPOSAL SERVICE, INC.	\$5,689.50	TIRE PROGRAM
125 125 125 125 125	PITTSBURG TANK & TOWER MAINT. CO. BAY POWER SOLUTIONS NATIONAL BANK THOMPSON & LITTON, INC.	\$3,658.54	WATER TANK REPAIRS SHOP GENERATOR CONTROL PANEL CHAIRS/TABLES BREAKROOM AREA D
	NET PAYROLL VA DEPARTMENT OF TAXATION WVA DEPARTMENT OF TAXATION US TREASURY DEPARTMENT MISSON SQUARE RETIREMENT MINNESOTA LIFE INSURANCE CO. VRS AFLAC BUREAU OF CHILD SUPPORT ENFORCEMENT	\$69,862.08 \$4,587.00 \$150.00 \$27,453.06 \$3,571.40 \$135.84 \$14,781.24 \$810.89 \$649.00	

\$340,783.05

3:44 PM 10/11/22 Accrual Basis

NEW RIVER RESOURCE AUTHORITY Balance Sheet



As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets Checking/Savings	
100.01 CASH O & M NBB	868,109.80
100.06 PETTY CASH - NBB	2,315.67
100.07 FLEXIBLE SPENDING ACCT	18,501.23
100.08 CASH VRS UNFUNDED LIAB	400,680.55
100.09 RESERVE FUNDS	7,898,526.67
108.01 NBB FINANCIAL ASSURANCE	8,247,829.80
109.01 NBB - INGLES FUNDS 110.01 CASH - ENVIR FUND INVEST	2,064,737.28 958,802.68
111.01 INGLES ENVIR FUND INVES	958,802.69
Total Checking/Savings	21,418,306.37
Accounts Receivable 190.20 ACCOUNTS RECEIVABLE	661,621.43
Total Accounts Receivable	661,621.43
Other Current Assets	
180 A/R	-162,532.54
192 DEF OUTFLOWS-PENSION	360,151.00 -7,985.00
192 DEF OUTFLOW RESO EXP VS AC 194 PREPAID INSURANCE	34,992.58
DEFERRED OUTFLOWS-OPEB	22,812.00
Total Other Current Assets	247,438.04
Total Current Assets	22,327,365.84
Fixed Assets	
150.00 LEASED ASETS	1,250,817.00
151.00 AMORTIZATION OF LEASED	-50,126.00
Total Fixed Assets	1,200,691.00
Other Assets	
120 LAND	1,087,105.64
125 LANDFILL & FACILITIES 126 ACC DEP LANDFILL & FACILI	45,760,824.63 -27125855.70
130 EQUIPMENT	7,450,055.36
131 ACC DEP EQUIPMENT	-5,514,820.00
145 VEHICLES	339,849.47
146 ACC DEPR VEHICLES	-297,393.00
Total Other Assets	21,699,766.40
TOTAL ASSETS	45,227,823.24
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Accounts Payable	
202 ACCOUNTS PAYABLE	50.00
Total Accounts Payable	50.00

3:44 PM 10/11/22 Accrual Basis

NEW RIVER RESOURCE AUTHORITY Balance Sheet



As of September 30, 2022

	Sep 30, 22
Other Current Liabilities 203 ACCOUNTS PAYABLE 206 FEDERAL WITHHELD 208 ACCOUNTS PAYABLE 211 ACCRUED PAYROLL 212 457 PLAN 215 ACCRUED ANNUAL LEAVE 216 PR TAX DUE ACCRUED LEAVE 218 CHILD SUPPORT 219 ACCRUED FLEX SPENDING 240 CLOSURE COST LIABILITY 241 DEFER INFLOW OF RES-PENSI 243 DEFER INFLOW OF RES-OPEB 244.00 VRS-NET PENSION LIABILIT 245 VRS OPEN LIABILITY (HIC) 246 VRS - OPER LIABILITY (GLI)	-50.00 1,525.00 643.00 15,527.36 1,269.98 176,809.70 13,525.94 169.50 -1,497.12 9,758,373.00 489,491.00 33,443.00 193,349.00 -12,189.00 68,226.00 1,111,103.00
Payroll Liabilities	320.80
Total Other Current Liabilities	11,850,040.16
Total Current Liabilities	11,850,090.16
Total Liabilities	11,850,090.16
Equity 318 RETAINED EARNINGS 319 UNRESTRICTED NET ASSET Net Income	28,514,046.09 4,652,574.59 211,112.40
Total Equity	33,377,733.08
TOTAL LIABILITIES & EQUITY	45,227,823.24

NEW RIVER RESOURCE AUTHORITY Profit Loss Budget Performance SEPTEMBER 2022



	SEPT 2022	JULY TO SEPT 2022	Annual Budget	Budget Balance	% Budget	% YTD (25)
Revenue:					25%	
402 REVENUE - PULASKI COUNTY	173,296.39	485,185.92	1,017,415.00	532,229.08	48%	22.7%
403 REVENUE - RADFORD CITY	16,331.47	45,341.55	196,890.00	151,548.45	23%	-2.0%
404 REVENUE - DUBLIN TOWN	1,954.40	4,963.52	14,600.00	9,636.48	34%	9.0%
405 REVENUE -GILES COUNTY	30,241.13	87,626.30	381,600.00	293,973.70	23%	-2.0%
406 REVENUE MSW - MRSWA	178,365.60	485,434.80	1,733,500.00	1,248,065.20	28%	3.0%
410 INTEREST INCOME/DIVIDEND INCOME	11,606.00	57,230.90	200,000.00	142,769.10	29%	3.6%
414 REVENUE - NON-MEMBER	138,385.02	358,095.25	1,228,775.00	870,679.75	29%	4.1%
415 REVENUE - MISC. SALES	0.00	100,000.00	50,000.00	(50,000.00)	200%	175.0%
498 GAS TO ENERGY REVENUE	0.00	40,486.51	125,000.00	84,513.49	32%	7.4%
Total Operating Revenue	550,180.01	1,664,364.75	4,947,780.00	3,283,415.25	34%	8.6%
Expense:				22.252.22	050/	0.00/
500.01 BOARD COMPENSATION	2,550.00	7,650.00	30,600.00	22,950.00	25%	
500.02 BOARD EXPENSES	145.16	377.87	6,000.00	5,622.13	6%	
501.05 SALARIES & WAGES F/T	30,152.14	90,861.70	566,000.00	475,138.30	16%	
501.15 SALARIES & WAGES O/T	0.00	0.00	2,000.00	2,000.00	0%	
502.05 SALARIES & WAGES F/T	70,807.52	214,253.97	870,000.00	655,746.03	25% 11%	
502.15 SALARIES & WAGES O/T	2,594.99	5,530.62		44,469.38		
511.00 BANK ADMIN FEES	231.89	675.21	2,000.00	1,324.79	34%	8.8%
512.00 TRUST FUND EXPENSE	1,717.14	5,181.18		(5,181.18)		0.09/
520.01 FICA	7,982.44	24,104.51	100,000.00	75,895.49	24%	
520.02 VRS RETIREMENT	9,783.32	29,200.80		80,799.20	27% 21%	
520.03 HOSPITAL/MEDICAL	28,012.86	96,435.54		363,564.46	18%	
520.04 LIFE INSURANCE	1,463.42	4,398.19		19,601.81		
520.05 VEC UNEMPLOYMENT INS	0.00	196.08		303.92		
520.06 WORKER COMPENSATION INS	0.00	16,180.00		10,820.00 2,475.00		
520.07 MEDICAL EXPENSES	0.00	525.00		17,419.15		
520.08 MISCELLANEOUS BENEFITS	6,137.34	7,580.85		14,288.39		
520.10 UNIFORMS/SPECIAL CLOTH	830.21	1,711.61		20,456.38		
520.11 DENTAL INSURANCE	1,474.12	4,543.62 6,049.50		23,950.50		
601.01 LEGAL	2,829.00 33,857.26	40,877.37		184,122.63		
603.01 ENGINNERING- GENERAL 603.02 ENGINEERING -SURVEYING	1,350.00	5,912.00		44,088.00		
603.03 FINANCIAL ASSURANCE	0.00	0.00		25,000.00		
604.01 ACCOUNTING	1,200.00	2,400.00		17,600.00		
605.01 AUDITOR	0.00	0.00		15,000.00		
608.11 GW TEST & REPORT NRSWMA	0.00	0.00		35,000.00		
608.14 SURFACE WATER TESTING	154.70	1,871.20		8,128.80		
609.01 LANDFILL GAS MANAGEMENT PROGRAM	141.86	192.93		124,807.07		
630.01 DEQ PERMIT FEE	18,010.84	18,010.84		56,989.16		6 -1.0%
660.10 GENERAL LIABILITY	0.00			1,948.00	78%	6 53.4%
660.30 HEAVY EQUIP INSURANCE	0.00			3,507.00	719	6 45.8%
660.40 VEHICLE INSURANCE	0.00			3,098.00	72%	6 46.8%
660.60 EMPLOYEE BOND	0.00			248.00	50%	6 25.4%
660.70 PHYSICAL PROPERTY	0.00			1,817.00	779	6 52.3%
702.10 OFFICE EQUIPMENT & SUPPLIES	2,302.86			48,437.60	129	6 -13.1%
703.10 POSTAGE	340.78				2 69	6 -19.3%
705.10 TRAINING & EDUCATION	660.67			4,392.16	3 279	% 1.8%
706.10 MEETING & TRAVEL	310.93				3 99	% -15.8%
708.10 DUES & ASSOC MEMBERSHPS	0.00		2,000.00	1,950.00	0 39	% -22.5%
709.10 ADVERTISMENTS	0.00		0 12,000.00	12,000.0	0 09	% -25.0%
710.10 PROMOTIONS	77.98		8 3,000.00	2,922.0	2 3	% -22.4%
751.80 ELECTRICITY	2,785.60		0 45,000.00	35,837.7	0 20	% -4.6%
752.50 COMMUNICATION SERVICES & ALARM	2,154.27		8 30,000.00	25,202.4	2 16	% -9.0%

NEW RIVER RESOURCE AUTHORITY Profit Loss Budget Performance SEPTEMBER 2022



	SEPT 2022	JULY TO SEPT 2022	Annual Budget	Budget Balance	% Budget	% YTD (25)
753.81 WATER AND WASTE WATER SYSTEM	4,491.38	10,629.40	45,000.00	34,370.60	24%	-1.4%
753.90 SCALE SERVICE	0.00	0.00	4,000.00	4,000.00	0%	-25.0%
754.10 SUPPLIES & MAINTENANCE - GENERAL	2,637.08	5,863.14	40,000.00	34,136.86	15%	-10.3%
770.10 GAS SERVICE	709.52	709.52	18,000.00	17,290.48	4%	-21.1%
780.10 POST CLOSURE CARE	0.00	2,740.90	25,000.00	22,259.10	11%	-14.0%
790.10 WEST FORK PROPERTY	73.12	73.12	5,000.00	4,926.88	1%	-23.5%
801.01 GENERAL MAINTENANCE	1,890.00	4,095.00	25,000.00	20,905.00	16%	-8.6%
802.01 BMP GENERAL	2,894.25	3,090.25	45,000.00	41,909.75	7%	-18.1%
803.01 TOOLS & SUPPLIES GENERAL	60.39	479.73	5,000.00	4,520.27	10%	-15.4%
805.10 GRAVEL-M.S.W. AREA	0.00	5,333.25	70,000.00	64,666.75	8%	-17.4%
807.01 EQUIPMENT BUDGET	26,690.79	42,173.86	260,000.00	217,826.14	16%	-8.8%
809.01 VEHICLE PARTS & MAINT	262.82	1,065.78	25,000.00	23,934.22	4%	-20.7%
810.20 HEAVY EQUIPMENT RENTAL	5,720.11	6,810.51	10,000.00	3,189.49	68%	43.1%
813.02 FUELS AND FLUIDS	31,992.54	80,533.11	220,000.00	139,466.89	37%	11.6%
920.05 HHW CONTRACT SERVICES	1,500.00	1,500.00	40,000.00	38,500.00	4%	-21.3%
920.06 TIRE PROGRAM	5,689.50	9,499.50	80,000.00	70,500.50	12%	-13.1%
Total Operating Expenses	314,670.80	812,536.11	4,051,600.00	3,239,063.89	20%	-4.9%
Net Operating Income	235,509.21	851,828.64	896,180.00	44,351.36	95%	70.1%
Non-Operating Expenses						
847. DEPRECIATION	138,162.58	414,487.74	1,066,201.00	651,713.26	39%	13.9%
848 APPRECIATION- TRUST FUND	136,840.50	226,228.50	0.00	(226,228.50)		
Total Non Operating Expenses	275,003.08	640,716.24	1,066,201.00	425,484.76	60%	35.1%
Net Income	(39,493.87)	211,112.40	(170,021.00)	(381,133.40)		

AREA D
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PROJECT
PAY
REQUEST
28

\$1,323,003.03	\$12,080,117.35	\$10,755,538.32	\$1,576.00	TOTAL
\$131,700.00	\$135,000.00	\$3,300.00	\$0.00	Misc. Legal, etc.
\$9,082.80	\$530,000.00	\$520,917.20	\$0.00	Liner (purchased by NRRA)
\$171,548.25	\$2,000,000.00	\$1,828,451.75	\$0.00	Stone (purchased by NRRA)
\$0.00	\$342,889.00	\$342,889.00	\$0.00	QA-QC #1
\$457,331.42	\$494,986.00	\$37,654.58	\$0.00	Construction Contingency
\$30,070.08	\$4,328,763.00	\$4,297,116.92	\$1,576.00	CONSTRUCTION - Phase II
\$0.00	\$2,507,599.35	\$2,507,599.35	\$0.00	CONSTRUCTION - MAIN ST.
\$8,514.01	\$25,000.00	\$16,485.99	\$0.00	LFG Contract #1
\$6,937.00	\$215,880.00	\$208,943.00	\$0.00	Engineering #1
\$507,819.47	\$1,500,000.00	\$992,180.53	\$0.00	INFRASTRUCTURE
Balance	Budget	Expenditures to Date	Pay Request Expenditures	Account Name

RESOLUTION OF THE NEW RIVER RESOURCE AUTHORITY ADOPTING TEMPORARY DISPOSAL AGREEMENT – SMYTH COUNTY

	At a regular meeting of	t the Boar	rd of Dire	ectors of the	he New River	Resource A	Authority,
held or	1	, 20	at Noon,	the Board	d of Directors	resolved as	follows:

A **RESOLUTION** authorizing an emergency, temporary disposal agreement (the "Temporary Disposal Agreement") between the New River Resource Authority ("Authority") and Smyth County, Virginia ("Smyth County") for the emergency disposal of nonhazardous solid waste:

WHEREAS, the Articles of Incorporation of the Authority provide that the Authority may, with the consent of all member jurisdictions, enter into contracts with other political subdivisions that are not members of the Authority in order to further its purposes and functions; and

WHEREAS, the Agreement of expansion of the Authority dated April 14, 1998 (the "Agreement"); provides that the Authority is to be used only for the disposal of waste in the member jurisdictions and only such areas outside of those geographical limits as the governing bodies of the member jurisdictions may unanimously agree; and

WHEREAS pursuant to the Fourth Amended User Agreement of New River Resource Authority for Authority Members, adopted and effective August 24, 2016 (the "Fourth Amendment"), provides that, subject to and upon certain terms and conditions, to authorize the Authority to contract with other public subdivisions within the Commonwealth of Virginia to allow for the emergency disposal of nonhazardous solid waste without the requirement of prior approval of each of the member jurisdictions; and

WHEREAS, Smyth County has proposed to contract with the Authority for the acceptance by the Authority of non-hazardous solid waste from Smyth County on a temporary basis in the event of an unexpected emergency; and

WHEREAS, Smyth County does not have solid waste disposal facilities and therefore cannot reciprocate as envisioned under the Fourth Amendment whereby the Authority can unilaterally execute a temporary disposal agreement with localities in cases of emergencies; and

WHEREAS, pursuant to the above provisions of the Articles of Incorporation and the Agreement, the consent of all Member Jurisdictions of the Authority is required for approval of such contracts; and

WHEREAS, the Authority desires to execute an agreement to provide emergency assistance to the Smyth County; and

WHEREAS, the Proposed Temporary Disposal Agreement has been submitted to each of the Member Jurisdictions and has been ratified and approved by each of the Member Jurisdictions.

NOW THEREFORE, BE IT RESOLVED that:

- 1. The Chairman of the Authority is authorized to execute and attest, respectively, the Temporary Disposal Agreement in substantially the form attached hereto as Exhibit A, subject to review and final approval as to form by the Attorney for the Authority.
- 2. The Chairman and the Executive Director is authorized to take such further actions and execute additional documents as may be needed to implement and administer such Temporary Disposal Agreement, and such additional documents, if any, are to be approved as to form by the Attorney for the Authority.
 - 3. This Resolution shall take effect immediately.

Attest:				
Secretary, Nev	v River	Resource	Authori	ty

CERTIFICATE

The undersigned Chairman foregoing constitutes a true Directors held on matters referred to in such e scheduled meeting and that, was present. The vote of th Resolution was as follows:	and correct extra , 20, and extract. I hereby during the consi	of the whole the further certify the deration of the	nutes of a mee hereof so far a hat such meet foregoing Re	eting of the I s applicable ting was a re solution, a q	Board of to the egularly
			Voting		
Member Name	Present	Absent	Yes	No	Abstaining
Barry Helms, Chairman					
Paul Baker, Vice Chairman					
Robert Asbury					
Steve Fijalkowski					
Dirksen Compton					
Thomas Starnes					
Jonathan Sweet					
Tye Kirkner WITNESS MY HA this day of			iver Resource	Authority,	Virginia,
		Chairman Ne	w River Reso	urce Author	ity

AGREEMENT FOR THE TEMPORARY DISPOSAL OF NON-HAZARDOUS MUNICIPAL SOLID WASTE OF SMYTH COUNTY WITH THE NEW RIVER RESOURCE AUTHORITY

THIS TEMPORARY DISPOSAL AGREEMENT ("Agreement") is made and entered into as of this ____ day of ____, 20__, by and between SMYTH COUNTY, VIRGINIA, a public body politic and political subdivision of the Commonwealth of Virginia (the "County"), and the NEW RIVER RESOURCE AUTHORITY, a public body corporate and political subdivision of the Commonwealth of Virginia, organized pursuant to the laws of the Commonwealth of Virginia by City of Radford, Pulaski County, Town of Dublin, Giles County, and the Montgomery Regional Solid Waste Authority (hereinafter referred to as "NRRA").

WHEREAS, currently, the County operates waste disposal facilities for the disposal of municipal solid waste originating from Smyth, such facilities consisting of the Smyth County Transfer Station with final disposal outside of the County; and

WHEREAS, currently, NRRA operates waste disposal facilities for the disposal of municipal solid waste originating from the City of Radford, Pulaski County, Town of Dublin, Giles County, and the member jurisdictions of Montgomery Regional Solid Waste Authority, such facilities consisting of the NRRA Regional Landfill; and

WHEREAS, currently the County is not authorized to use NRRA's waste disposal facilities in the event of an emergency; and

WHEREAS, the County desires to have a temporary alternative for the emergency disposal of municipal solid waste in the event an unforeseen emergency circumstance were to shut down or render its waste disposal facilities inoperable; and

WHEREAS, such an agreement is in the public interest and is appropriate to protect the public health, safety, and welfare; and

WHEREAS, the County and NRRA desire to set forth herein the terms and conditions applicable to such emergency, temporary disposal of non-hazardous municipal solid waste at NRRA's facilities.

WITNESSETH:

For good and valuable consideration, including the mutual promises contained herein, the County and NRRA covenant and agree, as follows:

1. <u>Use of Disposal Facilities</u>. In the event the County's waste disposal facilities are shut down or rendered inoperable due to an unforeseen emergency circumstance, including, by way of example, act of God, storm, flood, landslide, earthquake, fire, war, environmental incident, operational problems, or the order or judgment of any local, state, or federal court, administrative agency, officer, or body, NRRA agrees to make its facilities for the disposal of

municipal solid waste available to the County, subject to and on the terms and conditions set forth herein. The County agrees that it shall use due diligence and good faith efforts to put its waste disposal facilities back into operation as soon as possible.

- Disposal of Acceptable Waste Only. Only non-hazardous, "municipal solid waste 3. industrial waste", "agricultural waste construction waste", "debris waste", or "demolition waste" as defined in the Virginia Department of Environmental Quality Solid Waste Management Regulations, as amended, that is collected and delivered by solid waste collection vehicles owned or contracted by the County. Commercial haulers with monthly charge accounts with the County may be disposed of under this Agreement if the County elects to include this solid waste stream during the temporary usage period. All waste shall ultimately be disposed of at an NRRA facility that is properly licensed and approved by the Commonwealth of Virginia for acceptance of municipal solid waste in compliance with all applicable laws and regulations. NRRA reserves the right in its sole discretion to determine whether any waste is acceptable for disposal under this Agreement. Under no circumstance shall NRRA accept or be deemed to have accepted for disposal any hazardous or unacceptable waste which it would be precluded by applicable law from accepting, including, without limitation, medical, infectious, or hazardous waste. In the event NRRA determines that hazardous or unacceptable waste has been delivered for disposal under this Agreement, NRRA shall immediately notify the County and the County shall immediately arrange for the proper collection, removal, and disposal of such waste in compliance with all applicable laws and regulations; should the County fail to do so, NRRA shall be authorized to take any and all actions necessary to collect, remove, and dispose of such unacceptable waste and the County shall be responsible for and shall pay NRRA for any and all related costs and expenses, including any consultant, engineering or attorney's fees.
- 4. <u>Operational Requirements</u>. Any emergency disposal of municipal solid waste by the County at NRRA's facility pursuant to this Agreement shall be subject to and in compliance with the following terms and conditions:
 - a. Prior to any such use, the County shall give NRRA prior written notice of: (i) the nature of the emergency; (ii) the estimated duration of the emergency use; and, (iii) the estimated daily amount of municipal solid waste requested to be delivered for disposal. Any such use shall be subject to the prior written approval of NRRA's Executive Director or other authorized official.

- b. NRRA reserves the right at any time to determine the disposal capacity of its facility and to refuse to accept any waste from the County if acceptance would exceed available capacity.
- c. Such use and all waste transportation and delivery operations shall be subject to all applicable laws, rules, regulations, and procedures, including, without limitation, NRRA's rules, regulations, and procedures and normal days and hours of operation, unless otherwise agreed in writing by NRRA.
- d. No tractor trailers shall be used to deliver waste for disposal, without written approval from NRRA. Standard compactor vehicles, walking floor trailers and roll-off containers may be used for delivery of waste for disposal.
- e. The County shall be responsible for and shall pay for any and all claims, suits, damages, fines, penalties, loss, liability, including any required cleanup or remediation, for damage to property, death, or personal injury of any kind, including reasonable attorneys' fees, resulting from or arising out of: (i) the activities or presence of its employees, agents, or contractors on NRRA's premises; (ii) its delivery, handling, or disposal or attempt to dispose of any hazardous or unacceptable waste as defined herein; or, (iii) its violation of any law, rule, regulation, or procedure.
- 5. <u>Rates and Billing</u>. The disposal rate under this Agreement for all acceptable municipal solid waste, as defined in paragraph 3 above, shall be the municipal disposal rate prevailing and charged by the receiving party at the time of disposal, plus \$3/per ton. NRRA shall provide the County with documentation showing the amount of waste, in tonnage, delivered by each hauler emanating from the County's service area.
- 6. Additional Members of Authority or Localities Contracting with Smyth County. The parties recognize and agree that in the event additional localities join NRRA or contract with the County for the disposal of municipal solid waste within the permitted service areas, respectively subsequent to this Agreement, such localities shall be entitled to the benefit of and subject to the terms and conditions of this Agreement and shall be listed in an Appendix A hereto which shall be updated from time to time by the parties. Notwithstanding this, the County shall receive prior written approval of NRRA in order to contract with another jurisdiction for solid waste disposal that would be subject to the terms of this Agreement.

[Signature Page Follows]

[Signature Page to Agreement for Temporary Disposal of Solid Waste]

IN WITNESS WHEREOF, the parties hereto have caused this Temporary Disposal Agreement to be signed by their duly authorized officers as of the date first set forth above.

SMYTH COUNTY, VIRGINIA

Approved as to form:	By: Chairman, Board o	f Supervisors
By: County Attorney	NEW RIVER RESOU	RCE AUTHORITY
	By: Chairman, Board or	f Directors
COMMONWEALTH OF VIRGINIA : COUNTY OF, TO WIT:		
Before me, the undersigned, on this day personal	ly appeared	, Chairman,
Board of Supervisors, Smyth County, Virginia kr		
, and	whose signature is above.	
Subscribed and sworn before me, a Notary Public	e, thisth day of	, 20
My Commission expires:	Notary Public	(SEAL)
COMMONWEALTH OF VIRGINIA : COUNTY OF, TO WIT:		
Before me, the undersigned, on this day personal	ly appeared	, Chairman,
Board of Directors, New River Resource Authorit		
, and	whose signature is above.	
Subscribed and sworn before me, a Notary Public	, thisth day of	, 20
		(SEAL)
My Commission expires:	Notary Public	

Appendix "A"

Smyth County Authorized Localities:

- 1. Smyth County
 - a All towns within Smyth County

NRRA's Authorized Localities:

- 1. City of Radford
- 2. Pulaski County
- 3. Town of Dublin
- 4. Giles County
- 5. Montgomery Regional Solid Waste Authority
 - a Town of Blacksburg
 - b Montgomery County
 - c Town of Christiansburg
 - d Virginia Polytechnic Inst. & State Univ.

RESOLUTION OF THE NEW RIVER RESOURCE AUTHORITY RECOMMENDING APPROVAL OF A TEMPORARY DISPOSAL AGREEMENT – SMYTH COUNTY

At a regular meeting of	the Boa	rd of Directors of the New River Resource Authority,
held on	, 20	at Noon, the Board of Directors resolved as follows:

A **RESOLUTION** recommending approval by Member Jurisdictions of an emergency, temporary disposal agreement (the "Temporary Disposal Agreement") between the New River Resource Authority ("Authority") and Smyth County, Virginia ("Smyth County") for the emergency disposal of nonhazardous solid waste:

WHEREAS, the Articles of Incorporation of the Authority provide that the Authority may, with the consent of all Member Jurisdictions, enter into contracts with other political subdivisions that are not members of the Authority in order to further its purposes and functions; and

WHEREAS, the Agreement of expansion of the Authority dated April 14, 1998 (the "Agreement"); provides that the Authority is to be used only for the disposal of waste in the member jurisdictions and only such areas outside of those geographical limits as the governing bodies of the member jurisdictions may unanimously agree; and

WHEREAS pursuant to the Fourth Amended User Agreement of New River Resource Authority for Authority Members, adopted and effective August 24, 2016 (the "Fourth Amendment"), provides that, subject to and upon certain terms and conditions, to authorize the Authority to contract with other public subdivisions within the Commonwealth of Virginia to allow for the emergency disposal of nonhazardous solid waste without the requirement of prior approval of each of the member jurisdictions; and

WHEREAS, Smyth County has proposed to contract with the Authority for the acceptance by the Authority of non-hazardous solid waste from Smyth County on a temporary basis in the event of an unexpected emergency; and

WHEREAS, Smyth County does not have solid waste disposal facilities and therefore cannot reciprocate as envisioned under the Fourth Amendment whereby the Authority can unilaterally execute a temporary disposal agreement with localities in cases of emergencies; and

WHEREAS, pursuant to the above provisions of the Articles of Incorporation and the Agreement, the consent of all Member Jurisdictions of the Authority is required for approval of such contracts; and

WHEREAS, the Authority desires to execute an agreement to provide emergency assistance to the Smyth County and has negotiated the terms of a Proposed Temporary Disposal Agreement, in substantially the form as attached hereto as Exhibit A; and

WHEREAS, such Proposed Temporary Disposal Agreement has been submitted to each of the Member Jurisdictions and the Authority seeks consent from the Member Jurisdictions to execute the Proposed Temporary Disposal Agreement, in substantial form as presented thereto.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors that:

- 1. The Board of Directors hereby approve of the terms and conditions set forth in the Proposed Temporary Disposal Agreement, as presented at this meeting.
- 2. The Board of Directors ask that each Member Jurisdiction consent to the Authority entering into the Proposed Temporary Disposal Agreement in substantially the form attached hereto as Exhibit A, subject to review and final approval as to form by the Attorney for the Authority.
- 3. The Chairman of the Authority and the Executive Director is each authorized to communicate this request to each of the Member Jurisdictions and seek approval of the draft resolution as attached hereto as Exhibit B.
- 4. The Chairman and the Executive Director are each authorized to take such further actions and execute additional documents as may be needed to further the goals set forth in this Resolution.
 - 5. This Resolution shall take effect immediately.

Attest:					
Secretary	, New	River	Resou	rce Aut	hority

CERTIFICATE

			Voting		
Member Name	Present	Absent	Yes	No	Abstaining
Barry Helms, Chairman					
aul Baker, Vice Chairman					
Robert Asbury					
teve Fijalkowski					
Dirksen Compton					
Thomas Starnes					
onathan Sweet					
'ye Kirkner				-	

AGREEMENT FOR THE TEMPORARY DISPOSAL OF NON-HAZARDOUS MUNICIPAL SOLID WASTE OF SMYTH COUNTY WITH THE NEW RIVER RESOURCE AUTHORITY

of

WHEREAS, currently, the County operates waste disposal facilities for the disposal of municipal solid waste originating from Smyth, such facilities consisting of the Smyth County Transfer Station with final disposal outside of the County; and

WHEREAS, currently, NRRA operates waste disposal facilities for the disposal of municipal solid waste originating from the City of Radford, Pulaski County, Town of Dublin, Giles County, and the member jurisdictions of Montgomery Regional Solid Waste Authority, such facilities consisting of the NRRA Regional Landfill; and

WHEREAS, currently the County is not authorized to use NRRA's waste disposal facilities in the event of an emergency; and

WHEREAS, the County desires to have a temporary alternative for the emergency disposal of municipal solid waste in the event an unforeseen emergency circumstance were to shut down or render its waste disposal facilities inoperable; and

WHEREAS, such an agreement is in the public interest and is appropriate to protect the public health, safety, and welfare; and

WHEREAS, the County and NRRA desire to set forth herein the terms and conditions applicable to such emergency, temporary disposal of non-hazardous municipal solid waste at NRRA's facilities.

WITNESSETH:

For good and valuable consideration, including the mutual promises contained herein, the County and NRRA covenant and agree, as follows:

1. <u>Use of Disposal Facilities</u>. In the event the County's waste disposal facilities are shut down or rendered inoperable due to an unforeseen emergency circumstance, including, by way of example, act of God, storm, flood, landslide, earthquake, fire, war, environmental

incident, operational problems, or the order or judgment of any local, state, or federal court, administrative agency, officer, or body, NRRA agrees to make its facilities for the disposal of municipal solid waste available to the County, subject to and on the terms and conditions set forth herein. The County agrees that it shall use due diligence and good faith efforts to put its waste disposal facilities back into operation as soon as possible.

- 3. Disposal of Acceptable Waste Only. Only non-hazardous, "municipal solid waste industrial waste", "agricultural waste construction waste", "debris waste", or "demolition waste" as defined in the Virginia Department of Environmental Quality Solid Waste Management Regulations, as amended, that is collected and delivered by solid waste collection vehicles owned or contracted by the County. Commercial haulers with monthly charge accounts with the County may be disposed of under this Agreement if the County elects to include this solid waste stream during the temporary usage period. All waste shall ultimately be disposed of at an NRRA facility that is properly licensed and approved by the Commonwealth of Virginia for acceptance of municipal solid waste in compliance with all applicable laws and regulations. NRRA reserves the right in its sole discretion to determine whether any waste is acceptable for disposal under this Agreement. Under no circumstance shall NRRA accept or be deemed to have accepted for disposal any hazardous or unacceptable waste which it would be precluded by applicable law from accepting, including, without limitation, medical, infectious, or hazardous waste. In the event NRRA determines that hazardous or unacceptable waste has been delivered for disposal under this Agreement, NRRA shall immediately notify the County and the County shall immediately arrange for the proper collection, removal, and disposal of such waste in compliance with all applicable laws and regulations; should the County fail to do so, NRRA shall be authorized to take any and all actions necessary to collect, remove, and dispose of such unacceptable waste and the County shall be responsible for and shall pay NRRA for any and all related costs and expenses, including any consultant, engineering or attorney's fees.
- 4. <u>Operational Requirements</u>. Any emergency disposal of municipal solid waste by the County at NRRA's facility pursuant to this Agreement shall be subject to and in compliance with the following terms and conditions:
 - a. Prior to any such use, the County shall give NRRA prior written notice of: (i) the nature of the emergency; (ii) the estimated duration of the emergency use; and, (iii) the estimated daily amount of municipal solid waste requested to be delivered for disposal. Any such use shall be subject to the prior written approval of NRRA's Executive Director or other authorized official.

- b. NRRA reserves the right at any time to determine the disposal capacity of its facility and to refuse to accept any waste from the County if acceptance would exceed available capacity.
- c. Such use and all waste transportation and delivery operations shall be subject to all applicable laws, rules, regulations, and procedures, including, without limitation, NRRA's rules, regulations, and procedures and normal days and hours of operation, unless otherwise agreed in writing by NRRA.
- d. No tractor trailers shall be used to deliver waste for disposal, without written approval from NRRA. Standard compactor vehicles, walking floor trailers and roll-off containers may be used for delivery of waste for disposal.
- e. The County shall be responsible for and shall pay for any and all claims, suits, damages, fines, penalties, loss, liability, including any required cleanup or remediation, for damage to property, death, or personal injury of any kind, including reasonable attorneys' fees, resulting from or arising out of: (i) the activities or presence of its employees, agents, or contractors on NRRA's premises; (ii) its delivery, handling, or disposal or attempt to dispose of any hazardous or unacceptable waste as defined herein; or, (iii) its violation of any law, rule, regulation, or procedure.
- 5. Rates and Billing. The disposal rate under this Agreement for all acceptable municipal solid waste, as defined in paragraph 3 above, shall be the municipal disposal rate prevailing and charged by the receiving party at the time of disposal, plus \$3/per ton. NRRA shall provide the County with documentation showing the amount of waste, in tonnage, delivered by each hauler emanating from the County's service area.
- 6. Additional Members of Authority or Localities Contracting with Smyth County. The parties recognize and agree that in the event additional localities join NRRA or contract with the County for the disposal of municipal solid waste within the permitted service areas, respectively subsequent to this Agreement, such localities shall be entitled to the benefit of and subject to the terms and conditions of this Agreement and shall be listed in an Appendix A hereto which shall be updated from time to time by the parties. Notwithstanding this, the County shall receive prior written approval of NRRA in order to contract with another jurisdiction for solid waste disposal that would be subject to the terms of this Agreement.

[Signature Page Follows]

[Signature Page to Agreement for Temporary Disposal of Solid Waste]

IN WITNESS WHEREOF, the parties hereto have caused this Temporary Disposal Agreement to be signed by their duly authorized officers as of the date first set forth above.

SMYTH COUNTY, VIRGINIA By: Chairman, Board of Supervisors Approved as to form: By: County Attorney NEW RIVER RESOURCE AUTHORITY By: Chairman, Board of Directors COMMONWEALTH OF VIRGINIA COUNTY OF _____, TO WIT: Before me, the undersigned, on this day personally appeared ______, Chairman, Board of Supervisors, Smyth County, Virginia known to me/presenting identification as follows: _____, and whose signature is above. Subscribed and sworn before me, a Notary Public, this ____th day of ______, 20___. ____(SEAL) My Commission expires: Notary Public COMMONWEALTH OF VIRGINIA COUNTY OF _____, TO WIT: Before me, the undersigned, on this day personally appeared ______, Chairman, Board of Directors, New River Resource Authority known to me/presenting identification as follows: _____, and whose signature is above. ____(SEAL)

Notary Public

My Commission expires:

Appendix "A"

Smyth County Authorized Localities:

- 1. Smyth County
 - a All towns within Smyth County

NRRA's Authorized Localities:

- 1. City of Radford
- 2. Pulaski County
- 3. Town of Dublin
- 4. Giles County
- 5. Montgomery Regional Solid Waste Authority
 - a Town of Blacksburg
 - b Montgomery County
 - c Town of Christiansburg
 - d Virginia Polytechnic Inst. & State Univ.

RESOLUTION OF CONSENTING TO THE NEW RIVER RESOURCE AUTHORITY ENTERING INTO A TEMPORARY DISPOSAL AGREEMENT SMYTH COUNTY

At a regular meeting of the		of the	, held on
, 20 at _	, the		resolved as follows:

A **RESOLUTION** consenting to the New River Resource Authority (the "Authority") entering into an emergency, temporary disposal agreement (the "Temporary Disposal Agreement") between the Authority and Smyth County, Virginia ("Smyth County") for the emergency disposal of nonhazardous solid waste:

WHEREAS, the Articles of Incorporation of the Authority provide that the Authority may, with the consent of all Member Jurisdictions, enter into contracts with other political subdivisions that are not members of the Authority in order to further its purposes and functions; and

WHEREAS, the Agreement of expansion of the Authority dated April 14, 1998 (the "Agreement"); provides that the Authority is to be used only for the disposal of waste in the member jurisdictions and only such areas outside of those geographical limits as the governing bodies of the member jurisdictions may unanimously agree; and

WHEREAS pursuant to the Fourth Amended User Agreement of New River Resource Authority for Authority Members, adopted and effective August 24, 2016 (the "Fourth Amendment"), provides that, subject to and upon certain terms and conditions, to authorize the Authority to contract with other public subdivisions within the Commonwealth of Virginia to allow for the emergency disposal of nonhazardous solid waste without the requirement of prior approval of each of the member jurisdictions; and

WHEREAS, Smyth County has proposed to contract with the Authority for the acceptance by the Authority of non-hazardous solid waste from Smyth County on a temporary basis in the event of an unexpected emergency; and

WHEREAS, Smyth County does not have solid waste disposal facilities and therefore cannot reciprocate as envisioned under the Fourth Amendment whereby the Authority can unilaterally execute a temporary disposal agreement with localities in cases of emergencies; and

WHEREAS , pursuant to the above provisions of the Articles of Incorporation and the Agreement, the consent of all Member Jurisdictions of the Authority is required for approval of such contracts; and
WHEREAS, the Authority desires to execute an agreement to provide emergency assistance to the Smyth County and has negotiated the terms of a Proposed Temporary Disposal Agreement, in substantially the form as attached hereto as Exhibit; and
WHEREAS, such Proposed Temporary Disposal Agreement has been submitted to [MEMBER] as one of the Member Jurisdictions and the Authority seeks consent from the Member Jurisdictions to execute the Proposed Temporary Disposal Agreement, in substantial form as presented hereto.
NOW THEREFORE, BE IT RESOLVED by that:
1. The hereby consents to the Authority entering into the Proposed Temporary Disposal Agreement, in substantially the form as presented at this meeting.
2. The Board of Directors ask that each Member Jurisdiction approve, authorize and consent to the Authority executing the Proposed Temporary Disposal Agreement in substantially the form attached hereto as Exhibit A, subject to review and final approval as to form by the Attorney for the Authority.
3. The is authorized to communicate this Resolution to the Authority as the requisite consent as a Member Jurisdiction under the Agreement.
4. The is authorized to take such further actions and execute additional documents as may be needed to further the goals set forth in this Resolution.
5. This Resolution shall take effect immediately.
Attest:
Secretary/Clerk

CERTIFICATE

The undersigned	of the			_, does hereb	y certify
The undersigned that the foregoing constitute	es the Resolution	as adopted by	the	at	a
meeting of the	held on	, 20	I hereby t	further certif	y that
such meeting was a regularl	y scheduled mee	ting and that,	during the con	sideration of	f the
foregoing Resolution, a quo					
upon the foregoing Resoluti			•		
			Voting		
			_		
Member Name	Present	Absent	Yes	No	Abstaining
					-
				-	
WITNESS MY HA	ND and the seal	of the		Viro	oinia this
day of				, , , , , , ,	siiia, uns
au	, 20	<i></i> ·			



October 12, 2022

MEMORANDUM:

TO:

NEW RIVER RESOURCE AUTHORITY BOARD MEMBERS

FROM:

JOSEPH R. LEVINE, P.E.

EXECUTIVE DIRECTOR

SUBJECT: EXECUTIVE DIRECTOR'S REPORT

This report includes the following:

Waste Stream Report for September 2022

Operations Summary

In summary of the Balance Sheet, revenues to date are 8.6% above projections and expenses are 4.9% below projections to date. The amount transferred to the Reserve Fund for the month of September 2022, was \$196,053.55. The total year to date transferred to the Reserve Fund is \$629,473.46.

Operations Summary

October 4, Marjorie Atkins, Dave Rupe, Ike Snider, and I attended a project update meeting with T&L representatives.

October 4, DEQ representatives conducted a site inspection.

October 5, Dave Rupe, and Thad Ball met with SCS Engineers representatives to discuss landfill gas collection system remote monitoring capabilities and options.

- October 5, Marjorie Atkins, Thad Ball, Dave Rupe, and Chis Hale (Kalsor IT) met to review and discuss new Wasteworks software update. NRAA staff will train with the demonstration program on October 19 with Carolina software and plan to go live with the new version November 3.
- October 6, Dave Rupe attended a SWANA webinar on the Worldwide Effect of Solid Waste on Climate Change.
- October 10, T&L representative conducted a routine site inspection of the West Fork Mitigation site.
- October 11, Dave Rupe attended a SWANA webinar Strategic Plan Town Hall 2023-2027 was the agenda.
- October 13, Dave Rupe conducted a site visit with Ryan Duckett, SCS, and Masury Lynch, Ruby Canyon Environmental for the carbon credit verification site visit.
- October 18, ABBI Automation, and Matt Driscoll from Labella are scheduled to finish up Flare upgrades.
- October 19, Marjorie Atkins and Dave Rupe will participate in a VRSA webinar on VRSA's member portal/web site.
- October 24, Marjorie Atkins, and Dave Rupe will attend a Woods Rogers 41st annual labor and employment seminar in Roanoke.

UPCOMING

November 16, Scott Wickham with Robinson Farmer Cox will present the 2021-2022 Financial Audit report during the regularly scheduled Board Meeting.

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100.00	17944.65	30.00	0.00	1210.03	91.60	3925.54	12687.48	NRRA TOTALS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ROANOKE VR AUTH.
1.89	339.29	0.00	0.00	135.64	0.00	44.19	159.46	WYTHE/BLAND CO.
7.00	1256.43	0.00	0.00	0.00	0.00	119.65	1136.78	FLOYD COUNTY
								NON MEMBERS
5.11	917.64	2.04	0.00	0.00	4.22	17.11	894.27	RADFORD TOTAL
	101.26	0.00	0.00	0.00		0.00	101.05	RADFORD UNIVERSITY
	1.68	0.00	0.00	0.00	0.00	0.03	1.65	RADFORD PRIVATE
	223.35	2.04	0.00	0.00		15.71	201.59	RADFORD INDUST./COMMERCIAL
	591.35	0.00	0.00	0.00	0.00	1.37	589.98	CITY OF RADFORD
39.07	7011.02	23.06	0.00	595.43	75.55	3366.53	2950.45	PULASKI COUNTY TOTAL
	32.06	0.00	0.00	0.00		10.42	19.01	PULASKI COUNTY PRIVATE
	880.17	14.43	0.00	154.85		441.23	208.39	PULASKI CO. IND./COMMERCIAL
	6098.79	8.63	0.00	440.58		2914.88	2723.05	PULASKI COUNTY P. S. A.
38.30	6873.14	4.89	0.00	455.13	0.00	82.06	6331.06	MONTGOMERY COUNTY
	555.28	4.89	0.00	455.13	0.00	82.06	13.20	MONTGOMERY COUNTY
	6317.86	0.00	0.00	0.00	0.00	0.00	6317.86	MONTGOMERY REGIONAL SWA
7.56	1356.59	0.01	0.00	23.83	10.25	178.50	1144.00	GILES COUNTY TOTAL
	1.42	0.01	0.00	0.00	0.00	0.50	0.91	GILES COUNTY PRIVATE
	223.14	0.00	0.00	23.83	1.50	169.54	28.27	GILES CO. INDUST./COMMERCIAL
	1132.03	0.00	0.00	0.00		8.46	1114.82	GILES COUNTY P. S. A.
1.06	190.54	0.00	0.00	0.00		117.50	71.46	DUBLIN TOTAL
	0 43	0.00	0.00	0.00			0.43	DUBLIN PRIVATE
	130 25	0.00	0.00	0.00		11	11.17	DUBLIN INDUST./COMMERCIAL
	28 02	0 00	0 00	0 00	0.00	0.00	59.86	TOWN OF DUBLIN
% OF TOTAL	TOTALS	TIRES	ASH	POTW/IND	CLEAN WOOD	CONST. DEBRIS	MUNICIPAL SOLID WASTE	MEMBER JURISDICTION
					2022	SEPTEMBER		

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	December 2022
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	November 2022
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	October 2022
172335.10	17944.65	30.00	0.00	1210.03	91.60	3925.54	12687.48	September 2022
154390.45	21274.38	31.81	0.00	1356.48	112.47	5261.37	14512.25	August 2022
133116.07	18380.29	20.91	0.00	1210.63	87.67	4541.18	12519.90	July 2022
114735.78	18250.90	11.72	0.00	1494.39	108.34	3640.37	12996.08	June 2022
96484.88	20305.84	30.90		1701.53	81.05	4125.44	14366.92	May 2022
76179.04	19656.14	27.21		1497.83	115.80	4709.90	13305.40	April 2022
56522.90	20310.84	28.81		1537.41	83.97	4683.84	13976.81	March 2022
36212.06	19111.79	21.15	0.00	1476.90	83.51	6579.21	10951.02	February 2022
17100.27	17100.27	18.75	0.00	1213.48	85.44	5228.45	10554.15	January 2022
SNOT			w/o USER FEE	EE	WOOD			
ALD	TOTALS	TIRES	SP WASTE	SP WASTE	CLEAN	CONST. DEBRIS	MSW	MONTH
								WASTE STREAM REPORT FOR JANUARY - DECEMBER 2022
	256784.13	486.43	0.00	19095.58	1203.63	15205.64	220792.85	NRRA TOTALS
256784.13	15128.71	25.86	0.00	2161.46	53.12	1191.03	11697.24	December 2021
241655.42	15378.75	26.06	0.00	1362.15	92.33	779.21	13119.00	November 2021
226276.67	16243.81	22.90		1514.37	101.16	1788.67	12816.71	October 2021
210032.86	16458.16	33.21		1453.42	246.20	2044.68	12680.65	September 2021
193574.70	15979.96	53.34		1383.33	116.49	1341.37	13085.43	August 2021
177594.74	33276.79	35.68		1275.13	83.37	1050.53	30832.08	July 2021
144317.95	36088.36	90.12		1447.77	68.09	927.94	33554.44	June 2021
108229.59	33298.35	31.49		1509.49	74.93	1739.16	29943.28	May 2021
74931.24	34133.87	26.88		2597.77	80.12	1235.89	30193.21	April 2021
40797.37	16192.85	89.70		1816.73	159.98	874.62	13251.82	March 2021
24604.52	11696.77	21.86		1249.83	67.40	603.68	9754.00	February 2021
12907.75	12907.75	29.33	0.00		60.44	1628.86	9864.99	January 2021
TONS			W/o USER FEE	111	WOOD			
DTY	TOTALS	TIRES	SP WASTE	SP WASTE	CLEAN	CONST. DEBRIS	MSW	MONTH
								ANUARY - DECEMBER 2021
					Contract of the Contract of th			