

BOARD OF COUNTY COMMISSIONERS

DATE: January 23, 2007
AGENDA ITEM NO. 22.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

pj sus

Subject:

Award of Contract - Waste to Energy Facility Operator Re-procurement
Contract No. 045-143-P(JL)

Department:

Utilities / Purchasing

Staff Member Responsible:

Pick Talley / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE CONTRACT FOR WASTE TO ENERGY FACILITY OPERATOR RE-PROCUREMENT SERVICES AND SUBSEQUENT SERVICE AND CONSTRUCTION AGREEMENTS TO VEOLIA ES PINELLAS, INC. (VEOLIA), DOVER, DELAWARE.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN BE AUTHORIZED TO SIGN THE AGREEMENTS AND THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

The current operation and management contract for the County-owned Resource Recovery Facility (facility), which includes the Waste to Energy Facility and associated materials recovery, expires May 6, 2007. Staff has been working with the Board toward re-procurement of these services for almost three years. The contract includes two separate agreements. A new long-term Service Agreement of seventeen years, which would be coterminous with our Power Purchase Agreement with Progress Energy Corporation, is proposed for Board approval. A Construction Agreement for several re-construction projects representing the necessary renewal of the twenty-four year-old facility to provide the level of assurance required by a contractor to meet the Service Agreement performance guarantees is also provided for Board approval.

The Purchasing Department, on behalf of Utilities Solid Waste Operations, released a Request For Qualifications (RFQ) on November 22, 2004. The purpose of the RFQ was to pre-qualify prospective vendors for the Request For Proposal (RFP) process to follow.

On June 7, 2005, the Board approved the following three firms as Qualified Respondents:

- 1) Covanta Energy Corporation (Covanta)
- 2) Montenay Power Corporation (Name change during procurement process. The county is contracting with a subsidiary of Veolia ES Waste to Energy Inc. named Veolia ES Pinellas, Inc.)
- 3) Wheelabrator Technologies Inc. (Wheelabrator)

The next step in the re-procurement process was the release of a Draft RFP document on February 7, 2006. The purpose of the Draft RFP was to have the Qualified Respondents provide comments to staff and consultants. Three sets of meetings were held with each Qualified Respondent, with revised drafts on the proposed agreements being sent prior to each meeting. From these meetings, a Final RFP was drafted and approved by the

The Final RFP was evaluated by a Board approved Evaluation Committee consisting of:

Robert Hauser, Jr., Director of Utilities Solid Waste Operations
Kelsi Oswald, Utilities Solid Waste Operations Waste to Energy Program Manager
Michael Sweet, Director of Utilities Engineering
Beth Wininger, Director of Risk Management
Robert Brumback, Chairman of the Technical Management Committee

The Director of Purchasing provided oversight of the evaluation process and acted as proctor for the Evaluation Committee.

The Final RFP contained a proposal evaluation scoring process where cost constituted eighty percent (80%) of the final award score and subjective criteria pertaining to perspective staffing/transition plans and historical performance equaled twenty percent (20%) of the final award score (see detailed evaluation sheets attached). In addition, our consultants, Camp, Dresser and McKee Inc (CDM) issued a report to the committee based on the three final RFP submittals which was also taken into consideration during the evaluation process.

Veolia offered the county the overall best cost structure considering both operation and capital costs. In addition, Veolia scored highest on the subjective criteria.

The cost summary was as follows:

Company	Service Fee Per Ton	Construction Cost	Net Present Value
Veolia	\$17.40	\$88,300,000.00	\$202,815,200.00
Covanta	\$24.00	\$34,400,000.00	\$217,500,387.00
Wheelabrator	\$19.74	\$93,838,437.00	\$240,660,954.00

The Service Agreement provides for the long term operation, maintenance and management of the facility. The estimated expenditure of this Agreement is \$522,000,000.00 for the seventeen year term. This includes the processing fee with annual escalation based on industry cost indices over the seventeen year term, the contractor's share of electrical energy revenues, pass through costs (chemicals, utilities etc), and contingencies for specifically designated purposes. The estimated total value will vary based on the tons per year processed, the future value of electricity, future commodity prices and future escalation.

The cost of the Construction Agreement is \$93,300,000.00 including a \$5,000,000.00 contingency. The cost is based upon fixed lump sum prices for the various construction projects providing the necessary renewal of the facility and to provide the level of assurance required by the contractor to meet the performance guarantees in the Service Agreement. The key projects included in the Construction Agreement are refurbishment of the grate system and furnaces on all three combustion units and the construction of a new ash processing building.

The total estimated expenditure for both agreements is \$615,300,000.00

Fiscal Impact/Cost/Revenue Summary:

Funding for the contracts will be from the Solid Waste Enterprise Fund

Exhibits/Attachments Attached:

1. Contract Review
2. Service Agreement: Document will be presented for execution at BCC meeting
3. Construction Agreement: Document will be presented for execution at BCC meeting
4. Evaluation Scoring Sheets
5. CDM Report
6. BCC Agenda Memo and Board Order for approval of Pre-qualified Firms
7. BCC Agenda Memo and Board Order to Issue and Advertise the Request for Qualifications
8. Corporate Identity



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

**CATS NO.:
16784**

PROJECT: Operation Management Services Pinellas County Resource Recovery Facility <i>(Waste To Energy Operator Reprocurement)</i>			
BID NUMBER: 045-143-P (JL)		REQ. NUMBER:	
TYPE:	<input type="checkbox"/> Other:	<input type="checkbox"/> Construction-Less than \$100,000	<input checked="" type="checkbox"/> One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages:

PRODUCT ONLY ☐

This is an annual/semi-annual/one-time requirement contract. Estimated Expenditure: \$

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> Joe Lauro	8/22/06	<i>JL</i>	See comments in eval section	OK <i>JL</i> 11/4/07
2.	<u>Solid Waste</u> Attn: Bob Hauser	9/8/06	<i>RH</i>		
Using Dept please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax) <i>OK JL 11/4/07</i>					
3.	<u>Risk Management</u> Attn: Loretta Hunter (Please check applicable box at right)	8/25/06	<i>LH</i>	This does not have the final insurance section. I am working w/ legal at this time, and will be re-submitted.	<input checked="" type="checkbox"/> HIGH RISK <input type="checkbox"/> NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Michelle Farmin	8-30-06	<i>MF</i>	<i>OK 11/4/07</i> my comments attached.	<i>Ins. updated large will be included. OK</i>
5.	<u>Asst. County Administrator</u> Attn: Pick Talley	9-7-06	<i>P. Talley</i>		
6.	<u>Asst. County Administrator</u> Attn: Mark Woodard	9/13/06	<i>MSV</i>		
7.	<u>Legal</u> Attn: Michelle Wallace	9/13/06	<i>MSV</i>	See my responses to comments in red <i>OK JL 11/4/07</i>	

****RETURN ALL DOCUMENTS TO PURCHASING****

Make all inquiries to:	Joe Lauro, CPPO, Director	at Extension 4-4710
In order to meet the following schedule, please return your requirements to Purchasing by: Sept. 1, 2006		

36/ 2006 (ag)

TENTATIVE DATES		RECEIVED SEP 13 2006 PURCHASING
Legal Ad-BID/RFP Mail Out:		
BID/RFP Opening:		
Board/County Admin/Purchasing Director Approval:		

**Pinellas County
WTE Facility Operator
Proposal Evaluation Worksheet
Consensus Matrix**

Excellent = 10 - 8

Good = 7 - 6

Average = 5

Below Average = 4 - 3

Poor = 2 - 0

Date Of Review: December 5, 2006

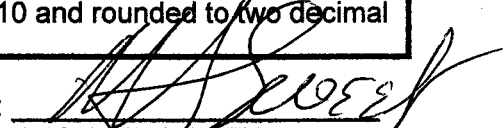
Criteria	Total Averaged Raw Score for Covanta	Total Averaged Raw Score for Veolia ES	Total Averaged Raw Score for Wheelabrator
Staffing Plan	60.6	63.4	63.2
Transition Plan	68.6	74.8	67.2
Historical Performance	36.6	37.6	34.8

Criteria	Normalized Score for Covanta	Normalized Score for Veolia ES	Normalized Score for Wheelabrator	Normalizing Formula
Staffing Plan	8.66	9.06	9.03	Normalized Staffing Plan Score = Total Averaged Raw Score divided by Maximum Score of seventy (70), with the result multiplied by 10 and rounded to two decimal places (Staffing & Transition Plans are equally weighted)
Transition Plan	8.58	9.35	8.40	Normalized Transition Plan Score = Total Averaged Raw Score divided by Maximum Score of eighty (80), with the result multiplied by 10 and rounded to two decimal places (Staffing & Transition Plans are equally weighted)
Historical Performance	9.15	9.40	8.70	Normaized Historical Performance = Total Averaged Raw Score divided by the Maximum Score of forty (40), with the result multiplied by 10 and rounded to two decimal places

SIGNATURE:


ROBERT HAUSER

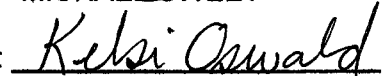
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MICHAEL SWEET

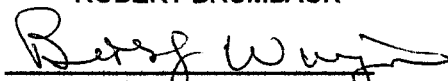
SIGNATURE:


ROBERT BRUMBACK

SIGNATURE:


KELSI OSWALD

SIGNATURE:


BETH WININGER

**Pinellas County
WTE Facility Operator Reprocurement
Proposal Evaluation
Composite Score**

Proposer	C	SPTP	HP	Composite Scores
Covanta	9.32	8.62	9.15	9.24
Veolia ES	10.00	9.21	9.40	9.86
Wheelabrator	8.43	8.72	8.70	8.48

Composite Score = 0.8 C + 0.1 SPTP + 0.1 HP

Where:

C = Cost Score

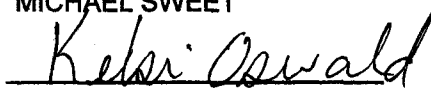
SPTP = (Normalized Staffing Plan Score plus Normalized Transition Plan Score) divided by two

HP = Normalized Historical Performance Score

SIGNATURE: 
ROBERT HAUSER

SIGNATURE: 
MICHAEL SWEET

SIGNATURE: 
ROBERT BRUMBACK

SIGNATURE: 
KELSI OSWALD

SIGNATURE: 
BETH WININGER

Date: December 5, 2006

**Pinellas County
WTE Facility Operator Reprocurement
Proposal Evaluation Master Matrix**

	Hauser			Oswald			Sweet			Wininger			Brumback		
	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator
Staffing Plan Evaluation Criteria															
a) How staff will be deployed to ensure reliable operation of the Facility	9	9	9	10	9	10	10	9	10	10	9	10	8	8	8
b) The proposed management structure	9	9	9	8	10	8	9	9	9	8	9	9	8	8	8
c) The proposed organization chart and job descriptions	8	9	8	8	10	10	9	10	9	8	10	10	8	8	8
d) Full-time and part-time positions	9	9	9	10	9	8	10	9	9	9	9	9	8	8	8
e) Proposed contracted services	8	9	9	8	8	10	8	9	9	9	9	9	8	8	8
f) The qualifications of the proposed Facility Manager and other named employees	9	10	10	8	10	9	10	10	10	9	10	9	8	8	9
g) Proposed staff skills, training, certifications, and safety requirements	8	9	10	8	10	10	9	9	9	9	10	9	8	8	8
Total Staffing Plan Raw Score	60	64	64	60	66	65	65	65	65	62	66	65	56	56	57

Scoring: Excellent = 10 - 8, Good = 7 - 6, Average = 5, Below Average = 4 - 3, Poor = 2 - 0

**Pinellas County
WTE Facility Operator Reprocurement
Proposal Evaluation Master Matrix**

	Hauser			Oswald			Sweet			Wininger			Brumback		
	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator
Transition Plan Evaluation Criteria															
a) Plans for job assignments and responsibilities	9	9	9	10	10	9	9	9	9	10	10	9	8	8	8
b) Employee training objectives and plans	9	10	9	10	9	9	10	10	10	9	10	10	8	9	8
c) Draft protocol required by Section 3.4.4(b)(ii) of the Service Agreement	9	9	9	9	10	9	9	10	10	8	10	9	8	9	8
d) Emergency plan required by Section 3.8 of the Service Agreement	9	9	8	9	9	8	9	9	8	9	10	8	8	9	8
e) Plan to comply with the Power Purchase Agreement pursuant to Section 3.28 of the Service Agreement	8	9	9	8	10	9	8	10	10	9	10	9	8	9	9
f) The draft of the hazardous waste contingency plan (HWCP) required by Section 7.3.2.2 of the Service Agreement;	9	10	8	9	10	8	9	9	8	9	10	8	8	8	8
g) Plan to deliver minus 5 inch Residue to the County while the RSPB is being constructed	7	8	6	7	9	6	7	9	6	7	9	7	7	9	6
h) Plan for removing the water that has accumulated in the storage pit	9	9	9	9	10	9	9	10	9	9	10	9	8	8	8
Total Transition Plan Raw Score	69	73	67	71	77	67	70	76	70	70	79	69	63	69	63

Scoring: Excellent = 10 - 8, Good = 7 - 6, Average = 5, Below Average = 4 - 3, Poor = 2 - 0

**Pinellas County
WTE Facility Operator Reprocurement
Proposal Evaluation Master Matrix**

	Hauser			Oswald			Sweet			Wininger			Brumback		
	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator	Covanta	Veolia Es Pinellas	Wheelabrator
Historical Performance Evaluation Criteria															
a) Regulatory compliance records at all waste-to-energy facilities operated by the Proposer or affiliates of the Proposer using ECHO data	10	10	10	9	10	9	9	10	8	9	10	9	8	8	8
b) Health and safety history at all waste-to-energy facilities operated by the Proposer or affiliates of the Proposer	10	10	10	9	9	9	10	10	10	9	10	9	8	9	8
c) Client references at all publicly owned waste-to-energy facilities operated by the Proposer or affiliates or the Proposer (This criteria is weighted at fifty percent (50%) of the Historical Performance Criteria. Therefore, the raw score for this criteria is multiplied by 2 in determining the Total Historical Performance Raw Score.)	9	9	8	10	9	8	9	10	9	9	9	8	9	9	9
Total Historical Performance Raw Score	38	38	36	38	37	34	37	40	36	36	38	34	34	35	34

Scoring: Excellent = 10 - 8, Good = 7 - 6, Average = 5, Below Average = 4 - 3, Poor = 2 - 0

**Pinellas County
WTE Facility Operator Reprocurement
Proposal Evaluation Worksheet
Cost**

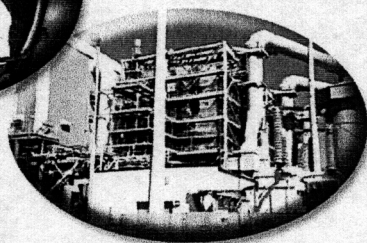
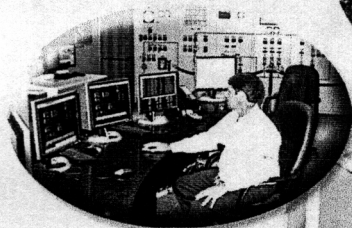
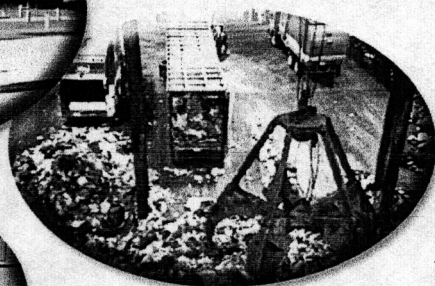
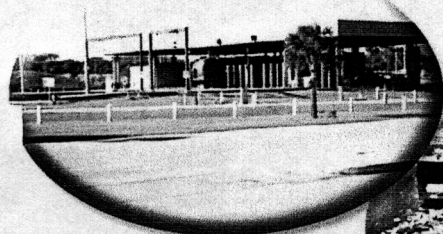
Proposer	Proposal NPV	Lowest NPV Divided By Proposer's NPV	Cost Scores
Covanta	\$ 217,500,387.00	\$ 0.93	\$ 9.32
Veolia ES	\$ 202,815,200.00	\$ 1.00	\$ 10.00
Wheelabrator	\$ 240,660,954.00	\$ 0.84	\$ 8.43

Score for the Lowest NPV = 10

Score for the Second Lowest NPV = (Lowest NPV divided by Second Lowest NPV),
with the result multiplied by 10 and rounded to two decimal places

Score for the Third Lowest NPV = (Lowest NPV divided by Third Lowest NPV),
with the result multiplied by 10 and rounded to two decimal places

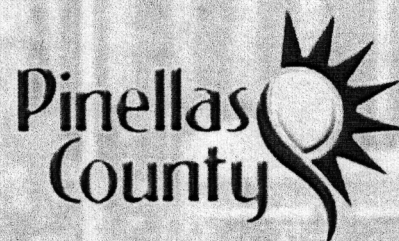
CDM Report *on* Proposals Received



**Pinellas County, Florida
Waste-To-Energy Facility**

Operator Procurement

November 2006



Contents

Contents

Section 1	Background, Introduction and Purpose	
1.1	Background	1-1
1.2	Introduction	1-1
1.3	Purpose	1-2
Section 2	Completeness of Proposals	2-1
Section 3	Staffing and Transition Plans	
3.1	Staffing Plans	3-1
3.2	Transition Plans	3-1
Section 4	Historical Performance	
4.1	Regulatory Compliance History	4-1
4.2	Health and Safety Records	4-8
4.5	Client References	4-11
Section 5	Net Present Value Cost	5-1

Appendices

<i>Appendix A – Completeness Checklists</i>	
<i>Appendix A-1 Proposal Submission Checklist</i>	
<i>Appendix A-2 Transmittal Letter Checklist</i>	
<i>Appendix A-3 Staffing Plan Checklist</i>	
<i>Appendix A-4 Transition Plan Checklist</i>	
<i>Appendix A-5 Historical Performance Checklist</i>	
<i>Appendix A-6 Proposal Form Checklist</i>	
<i>Appendix A-7 Resume Checklist</i>	
<i>Appendix A-8 Service Agreement Checklist</i>	
<i>Appendix A-9 Construction Agreement Checklist</i>	
<i>Appendix A-10 Total Capital Project Price Checklist</i>	
<i>Appendix B - Client Reference Check Forms</i>	
<i>Appendix C – Blacklines of Proposal Form 7</i>	
<i>Appendix D – Net Present Value Cost Calculations</i>	

Figures

Figure 4-1 Comparison of Forma Enforcement Actions and Penalties in the Past Three Years	4-7
Figure 4-2 Comparison of OSHA Recordable Incidence Rates.....	4-10

Tables

Table 2-1 Exceptions to the Instructions for Proposal Preparation Contained in the Final RFP.....	2-2
Table 4-1 Comparison of Formal Enforcement Actions and Penalties in the Past Three Years	4-2
Table 4-2 Summary of Enforcement and Compliance History for the Past Three Years – Covanta WTE Facilities.....	4-3 & 4-4
Table 4-3 Summary of Enforcement and Compliance History for the Past Three Years – Montenay WTE Facilities	4-5
Table 4-4 Summary of Enforcement and Compliance History for the Past Three Years – Wheelabrator WTE Facilities.....	4-6
Table 4-5 Comparison of OSHA Recordable Incidence Rates	4-9
Table 4-6 Client Reference Responses for Covanta	4-12
Table 4-7 Client Reference Responses for Montenay	4-12
Table 4-8 Client Reference Responses for Wheelabrator	4-13
Table 4-9 Summary of Client Reference Responses.....	4-14 through 4-19
Table 5-1 Cost Proposal Net Present Value and Scoring	5-1

Section 1

Background, Introduction and Purpose

1.1 Background

One of the primary components of Pinellas County's ("County") integrated waste management system is its waste-to-energy facility ("WTE Facility"). The WTE Facility is used to reduce the volume and weight of non-recyclable solid wastes by approximately 90 and 70 percent, respectively, and to generate up to 75 megawatts ("MW") of electrical power. The WTE Facility is located at the County's 705-acre Bridgeway Acres site off of 28th Street North, St. Petersburg Florida.

The WTE Facility began commercial operations in 1983, with two units having a processing capacity of 2,000 tons per day (tpd). A third combustion unit was brought on line in 1986, increasing the WTE Facility total processing capacity to its current 3,000 tpd. The WTE Facility has been operated and maintained by Wheelabrator Pinellas Inc. under contract to the County since start up. The current Consolidated Management Agreement ("CMA") between Wheelabrator Pinellas and the County, which governs the operation and maintenance of the Facility, expires on May 6, 2007 at 12:00 a.m.

1.2 Introduction

The County is competitively procuring a contract operator to operate and maintain the WTE Facility on a long term basis upon expiration of the CMA and to complete certain capital projects designed to keep the Facility operating efficiently and safely at least through 2024.

On November 22, 2004, the County issued a Request for Qualifications from firms interested in operating and maintaining the County's WTE Facility. Three firms submitted Statements of Qualifications (Covanta, Montenay and Wheelabrator) and all three were deemed qualified ("Qualified Respondents") by the Pinellas County Board of County Commissioners ("BCC") on June 7, 2005.

A Draft Request for Proposals (RFP) was issued by the County on February 7, 2006 to the three Qualified Respondents. Three sets of individual meetings were held on the Draft RFP with each Qualified Respondent, with revised Draft RFPs being sent prior to the second and third sets of meetings. The Final RFP was issued by the County on September 15, 2006. Two addenda were issued to the Final RFP. Addenda No. 1 was issued on October 11, 2006 and Addendum No. 2 was issued on October 19, 2006. In response to the Final RFP, priced Proposals were received from the three Qualified Respondents ("Proposers") on or before the due date of November 2, 2006.

1.3 Purpose

CDM has assisted the County throughout the competitive procurement process. The purpose of this report by CDM is to present statements of fact regarding the three Proposals for consideration by the County's Evaluation Committee. This report does not present an evaluation of the Proposals. The County's Evaluation Committee will evaluate and score the Proposals based upon the Evaluation Criteria and methodology contained in the Final RFP. Section 5 of this report does, however, include the scoring of the cost of each Proposal as determined by a Microsoft Excel® program developed by CDM in accordance with the methodology and assumptions contained in the Final RFP. This spreadsheet program was provided to each of the Qualified Respondents as part of the Final RFP.

Section 2

Completeness of Proposals

CDM developed and used a series of checklists to determine the completeness of each Proposal with respect to the Proposal submission requirements contained in Section 4 of the Final RFP. All of the completed checklists are contained in Appendix A of this report.

Based upon the results of the checklists, all three Proposers submitted complete Proposals except as noted in Table 2-1 on the following page.

Table 2-1
Exceptions to the Instructions for Proposal Preparation Contained in the Final RFP

Item	Deviations, Exceptions or Changes
Filling-in the name of the Proposer on page 1 of the Service Agreement and page 1 of the Construction Agreement.	Montenay did not fill in their name in either agreement.
Minimum font size	Covanta and Wheelabrator had some font sizes below the minimum font size that was specified in the Final RFP.
In accordance with the requirement of Section 4.4.4.2 g) of the RFP, each Proposer was to describe in the Transition Plan how the Proposer will process and load the Residue while the existing ASPB is being demolished and the new RSPB is being constructed such that: (i) the bottom ash and fly ash will continue to be combined in a manner consistent with the existing operation so that there will be no process change; and (ii) the size of the Residue delivered to the County after processing is minus five (5) inches so that the County can continue to use the Residue as landfill cover	Wheelabrator states in its Proposal that they will deliver fly ash separately to the new RSPB during a seven day down time period to tie-in the existing system to the new RSPB. Montenay states in its Proposal that they need a two day tie-in period, but they do not state how they will handle the Residue during that period. Covanta does not address a tie-in period in its Proposal.
Pursuant to Section 4.4.6 of the Final RFP, each Proposer was to provide a calculation of how the Performance and Payment Bond amount was calculated for the initial Performance and Payment Bond to be delivered by the recommended Proposer prior to the BCC selecting meeting.	None of the three Proposers provided the required calculation.
Proposal Form 7	All Proposers retyped Proposal Form 7. The Final RFP instructed the Proposers not to change the Proposal Forms except where information was to be filled-in by them. Appendix C to this report includes Proposal Form 7 blacklined to show the changes that each Proposer made. Additionally, neither Covanta nor Wheelabrator filled in the name of the Guarantor as instructed pursuant to Section 4.4.6 of the Final RFP.
Transition Plan	Wheelabrator did not provide a Draft Hazardous Waste Contingency Plan, the Proposal references the existing Wheelabrator Pinellas, Inc. Hazardous Waste Contingency Plan
No deviations, exceptions or changes to the Construction Agreement	The Construction Agreement would have to be changed to incorporate the provisions of the last two paragraphs of "Attachment to Proposal Form 5 - per RFP Section 4.4.6" that was submitted by Covanta (see second paragraph of Section 8.1 of the Construction Agreement).

Section 3

Staffing and Transition Plans

3.1 Staffing Plan

Section 4.4.4.1 of the Final RFP required each Proposer to submit a Staffing Plan. The minimum information that was requested to be supplied in the Staffing Plan included:

- a) How the staff will be deployed to ensure reliable operation of the Facility;
- b) The proposed management structure;
- c) The proposed organization chart and associated job descriptions;
- d) The clear listing of which positions will be full time and which will be part time positions was provided;
- e) The proposed services that will be contracted were listed;
- f) The qualifications of the proposed Facility manager and other named employees were included; and
- g) The proposed staff skills, training, certifications, and safety requirements were listed.

The Staffing Plan submitted by each Proposer was deemed complete in that all required information was supplied. All three Proposers listed full time staffs which were very comparable in number and job description. Wheelabrator listed 65 full time staff members while Covanta and Montenay listed 67.

3.2 Transition Plan

Section 4.4.4.2 of the Final RFP required each Proposer to submit a Transition Plan. The minimum information that was requested to be supplied in the Transition Plan included:

- a) Plans for job assignments and responsibilities and how existing employees will be transitioned into these job assignments;
- b) Employee training objectives and plans;
- c) Draft protocols for contact with governmental authorities;
- d) A draft Emergency Plan;

- e) A plan to comply with the Power Purchase Agreement;
- f) A draft Hazardous Waste Contingency Plan;
- g) How the Proposer will process and load the Residue while the existing ash storage and processing building (ASPB) is being demolished and the new residue storage and processing building (RSPB) is being constructed such that:
 - (i) the bottom ash and fly ash will continue to be combined in a manner consistent with the existing operation so that there will be no process change; and (ii) the size of the Residue delivered to the County after processing is minus five (5) inches so that the County can continue to use the Residue as landfill cover; and
- h) A plan for removing standing water in the refuse storage pit.

The Transition Plan submitted by each Proposer was deemed complete in that all required information was supplied except as noted below.

Wheelabrator referenced the existing Emergency Plan and existing Hazardous Waste Contingency Plan that are currently in place at the Facility and have been previously reviewed and approved by the County in lieu of actually including these plans with their proposal.

The plans to comply with Item g) above contained considerable differences among the three Proposals. Item g) was changed by Addendum No. 1 to include the language under Items g)(i) and (ii).

Covanta stated that during the interim period when the new RSPB is being constructed they plan on using the existing conveyors, drum magnet, and eddy current system inside the ASPB, which are owned by the current ASPB operator. Covanta also stated that they would not only deliver minus five inch Residue, but would also separate ferrous and non-ferrous metals during the interim period and that this interim system would be in place on May 7, 2007. Covanta did not reference any agreements in place or anticipated to be in-place between them and the current operator of the ASPB which would allow continued use of this equipment during the interim period.

Wheelabrator stated they would install new equipment to supply the minus five inch Residue to the County. They also stated that a seven day outage would be required to tie in the new conveyor linking the new RSPB to the existing inclined belt conveyor. Wheelabrator stated that they plan on collecting fly ash separately and hauling it separately to the remaining portion of the ASPB during this seven day period. This plan would not comply with Item g)(i) which requires that the bottom ash and fly ash continue to be combined in a manner consistent with the existing operation so that there will be no process change, which would otherwise require that the ash be re-characterized.

Montenay stated they would need a two day outage to tie the new conveyor into the new RSPB. They did not mention how the Residue would be handled during this two day down time period or alternatively whether the WTE Facility would be shutdown during this period.

Section 4

Historical Performance

4.1 Regulatory Compliance History

Section 4.4.5 of the Final RFP required that each Proposer submit the name, permit number and other information for each of the waste-to-energy facilities operated by the Proposer or affiliates of the Proposer in the United States so that the compliance history could be looked up using the United States Environmental Protection Agency's (USEPA) Enforcement & Compliance History Online (ECHO). The ECHO database includes information on facility compliance and USEPA/state enforcement of environmental regulations. The information available on the ECHO system is for the prior three year (12 quarter) period from the date that the information was accessed.

Table 4-1 contains a summary of formal enforcement actions and penalties for each Proposer. Tables 4-2, 4-3 and 4-4 include summaries of formal enforcement actions and penalties by facility for Covanta, Montenay and Wheelabrator, respectively. The ECHO system does not provide any information on the reason for a formal enforcement action and the Final RFP did not require Proposers to include such information. Montenay did voluntarily provide such information and this information is included in Table 4-3. Figure 4-1 includes a comparison of various data including the total number of states that each Proposer operates waste-to-energy facilities in, the total number of formal enforcement actions taken against each Proposer for all facilities over the past three years and the total penalties assessed during this period.

Table 4-1
Comparison of Formal Enforcement Actions and Penalties
in the Past Three Years^{(1), (2)}

	Covanta	Montenay	Wheelabrator
Total Number of States	15	6	9
Total Number of Facilities	31	9	17
Total Number of Formal Enforcement Actions	21	10	7
Total Fines	\$ 400,046	\$ 54,901	\$ 151,865

Notes:

- 1) 3-year period covers November 14, 2003 through November 14, 2006
- 2) Source: USEPA Enforcement & Compliance History Online (ECHO)
(http://www.epa.gov/echo/compliance_report.html)

Table 4-2 (Page 1 of 2)
Summary of Enforcement and Compliance History for the Past Three Years⁽¹⁾ – Covanta WTE Facilities

State	Facility Name	Date Formal Enforcement ⁽²⁾	Penalty ⁽²⁾	Reason For Enforcement
AL	Huntsville Solid Waste Disposal Authority	None	\$0	
CA	Ogden Martin Systems of Stanislaus	None	\$0	
CT	American Ref-Fuel Company Southeastern CT	None	\$0	
	Ogden Martin Systems of Bristol	None	\$0	
	CT Resource Recovery Authority	None	\$0	
	Covanta Projects of Wallingford, LP	None	\$0	
FL	Hillsborough County Resource Recovery Facility	1/29/2004	\$13,200	Not available from ECHO and not provided by Covanta
	Covanta Lake, Inc	None	\$0	
	Lee County Department of Solid Waste Management	None	\$0	
	Pasco County Resource Recovery Facility	None	\$0	
HI	Honolulu Resource Recovery Venture	3/29/2006	\$6,200	Not available from ECHO and not provided by Covanta
IN	Covanta Indianapolis Inc.	None	\$0	
MA	Covanta Haverhill Inc.	None	\$0	
	SEMASS Partnership	None	\$0	
MD	Montgomery County Resource Recovery Facility	None	\$0	
MI	Greater Detroit Resource Recovery Facility	None	\$0	
	Kent County Waste to Energy Facility	None	\$0	
MN	Hennepin Energy Recovery Company	12/10/2004	\$4,200	Not available from ECHO and provided by Covanta

Notes:

1) 3-year period covers November 14, 2003 through November 14, 2006

2) Source: USEPA Enforcement & Compliance History Online (ECHO) (http://www.epa.gov/echo/compliance_report.html)

Table 4-2 (Page 2 of 2)
Summary of Enforcement and Compliance History for the Past Three Years⁽¹⁾ – Covanta WTE Facilities

State	Facility Name	Date Formal Enforcement ⁽²⁾	Penalty ⁽²⁾	Reason For Enforcement
NJ	American Ref-Fuel Company Essex County	6/2/2006	\$2,000	Not available from ECHO and not provided by Covanta
	Union County Resource Recovery Facility	12/27/2004	\$3,000	Not available from ECHO and not provided by Covanta
		5/11/2005	\$31,600	Not available from ECHO and not provided by Covanta
		5/11/2005	\$2,200	Not available from ECHO and not provided by Covanta
		10/5/2005	\$1,600	Not available from ECHO and not provided by Covanta
		8/19/2005	\$800	Not available from ECHO and not provided by Covanta
		1/3/2006	\$7,200	Not available from ECHO and not provided by Covanta
		3/29/2006	\$1,600	Not available from ECHO and not provided by Covanta
	Covanta Warren Energy Resource Co.	8/28/2006	\$20,000	Not available from ECHO and not provided by Covanta
		8/28/2006	\$4,000	Not available from ECHO and not provided by Covanta
		8/14/2006	\$9,000	Not available from ECHO and not provided by Covanta
NY	Babylon Resource Recovery Facility	None	\$0	
	Hempstead Resource Recovery Facility	None	\$0	
	Huntington Resource Recovery Facility	None	\$0	
	Covanta Niagara LP	None	\$0	
	Onondaga County Resource Recovery Facility	None	\$0	
OR	Covanta Marion Inc.	None	\$0	
PA	Lancaster County Solid Waste Authority	3/3/2004	\$2,600	Not available from ECHO and not provided by Covanta
		6/30/2004	\$7,564	Not available from ECHO and not provided by Covanta
		10/25/2004	\$12,000	Not available from ECHO and not provided by Covanta
		8/17/2005	\$11,289	Not available from ECHO and not provided by Covanta
		11/29/2005	\$7,529	Not available from ECHO and not provided by Covanta
		7/17/2006	\$21,400	Not available from ECHO and not provided by Covanta
	Covanta Delaware Valley Chester City Facility	4/4/2005	\$231,064	Not available from ECHO and not provided by Covanta
VA	Covanta Alexandria Arlington Inc.	None	\$0	
	Covanta Fairfax Inc.	None	\$0	

Notes: 1) 3-year period covers November 14, 2003 through November 14, 2006

2) Source: USEPA Enforcement & Compliance History Online (ECHO) (http://www.epa.gov/echo/compliance_report.html)

Table 4-3
Summary of Enforcement and Compliance History for the Past Three Years⁽¹⁾ – Montenay WTE Facilities

State	Facility Name	Date Formal Enforcement ⁽²⁾	Penalty ⁽²⁾	Reason For Enforcement
CA	Long Beach SERRF Project	None	\$0	
FL	Bay County Management Center	None	\$0	
	Miami Dade Resources Recovery Facility	11/28/2005	\$8,000	Exceeded CO, dioxin-furan, HCl, and visible emission limits (See Page 11, Section 3.1 of Montenay's proposal for further details)
		4/12/2005	\$7,500	Exceeded CO emission limit (See Page 11, Section 3.1 of Montenay's proposal for further details)
		12/22/2005	\$8,000	Exceeded CO emission limit (See Page 12, Section 3.1 of Montenay's proposal for further details)
		5/8/2006	\$13,500	Not available from ECHO and not provided by Montenay
GA	Savannah Resource Recovery Facility	None	\$0	
NY	Dutchess County Resource Recovery Facility	None	\$0	
	Islip McArthur Resource Recovery Facility	None	\$0	
PA	Montgomery County Resource Recovery Facility	9/13/2004	\$1,800	Exceeded CO and opacity emission limits (See Page 12, Section 3.1 of Montenay's proposal for further details)
		3/22/2005	\$1,600	Exceeded HCl emission limit (See Page 12, Section 3.1 of Montenay's proposal for further details)
		9/14/2006	\$2,600	Not available from ECHO and not provided by Montenay
	York County Resource Recovery Facility	6/15/2004	\$1,369	Excessive CEM and continuous opacity monitor downtime (See Page 12, Section 3.1 of Montenay's proposal for further details)
		7/17/2006	\$1,532	Excessive CEM and continuous opacity monitor downtime (See Page 12, Section 3.1 of Montenay's proposal for further details)
SC	Charleston Resource Recovery Facility	8/23/2006	\$9,000	Exceeded lead and cadmium emission limits (see Page 10, Section 3.1 of Montenay's proposal for further details)

Notes:

1) 3-year period covers November 14, 2003 through November 14, 2006

2) Source: USEPA Enforcement & Compliance History Online (ECHO) (http://www.epa.gov/echo/compliance_report.html)

Table 4-4
Summary of Enforcement and Compliance History for the Past Three Years⁽¹⁾ – Wheelabrator WTE Facilities

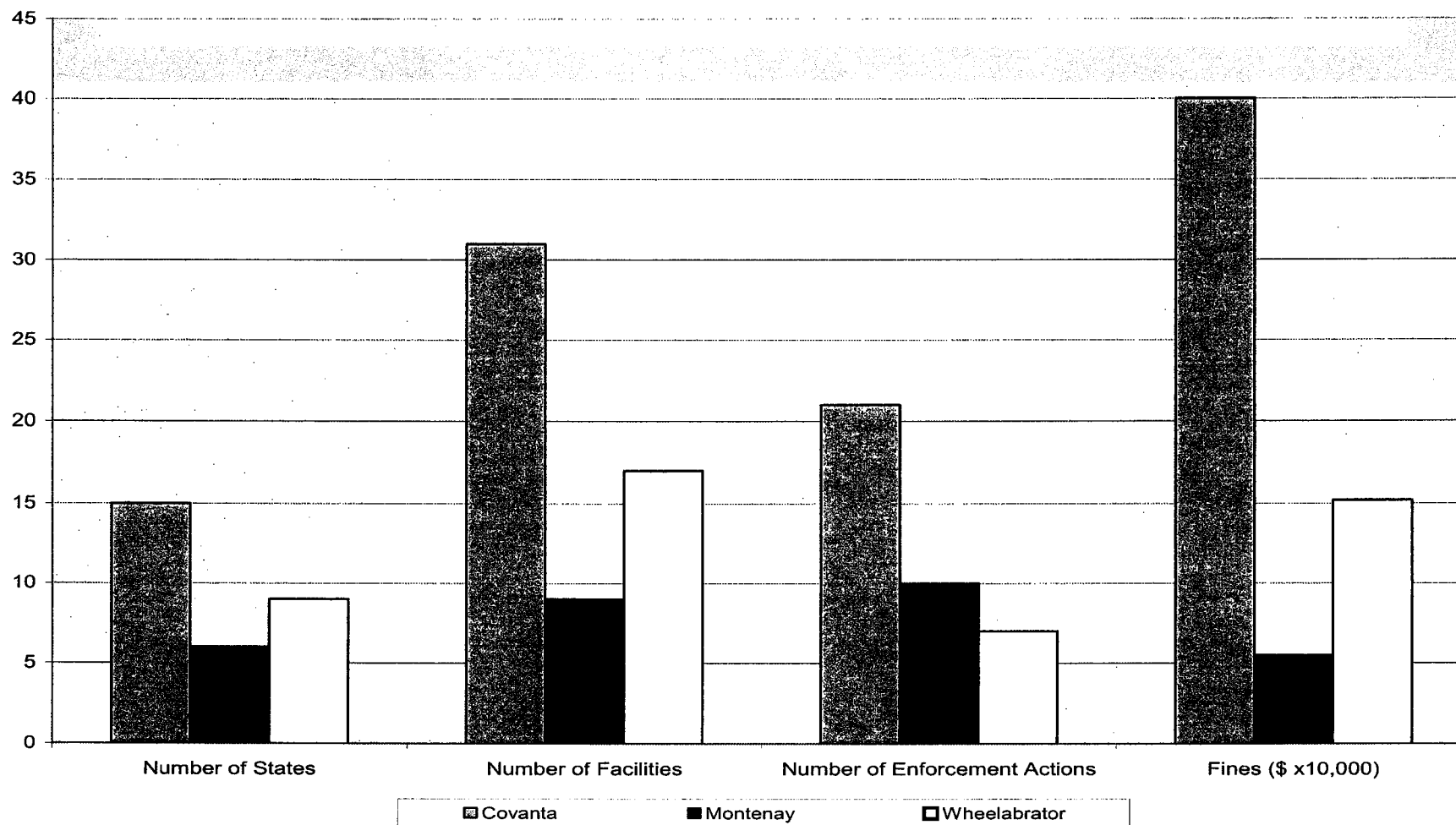
State	Facility Name	Date Formal Enforcement ⁽²⁾	Penalty ⁽²⁾	Reason For Enforcement
CT	Wheelabrator Bridgeport	None	\$0	
	Wheelabrator Lisbon	None	\$0	
FL	Wheelabrator North Broward	None	\$0	
	Wheelabrator South Broward	12/5/2005	\$14,450	Not available from ECHO and not provided by Wheelabrator
	Pinellas County Resource Recovery Facility	None	\$0	
	City of Tampa	None	\$0	
MA	Wheelabrator Millbury	None	\$0	
	Wheelabrator North Andover	None	\$0	
	Wheelabrator Saugus	None	\$0	
MD	Baltimore RESCO	None	\$0	
NH	Wheelabrator Claremont	None	\$0	
	Wheelabrator Concord	None	\$0	
NY	Wheelabrator Hudson Falls	None	\$0	
	Westchester RESCO	None	\$0	
NJ	Wheelabrator SES Gloucester	5/11/2004	\$2,000	Not available from ECHO and not provided by Wheelabrator
		6/28/2005	\$2,000	Not available from ECHO and not provided by Wheelabrator
		10/4/2006	\$4,800	Not available from ECHO and not provided by Wheelabrator
PA	Wheelabrator Falls	2/10/2005	\$106,849	Not available from ECHO and not provided by Wheelabrator
		7/5/2006	\$21,079	Not available from ECHO and not provided by Wheelabrator
WA	Spokane Regional Waste to Energy Facility	11/10/2004	\$687	Not available from ECHO and not provided by Wheelabrator

Notes:

1) 3-year period covers November 14, 2003 through November 14, 2006

2) Source: USEPA Enforcement & Compliance History Online (ECHO) (http://www.epa.gov/echo/compliance_report.html)

Figure 4-1
Comparison of Formal Enforcement Actions and Penalties in the Past Three Years



4.2 Health and Safety Records

Section 4.4.5 of the Final RFP required that each Proposer submit information on OSHA (or equivalent) recordable incidents for the five years prior to the Proposal submission date for each of the waste-to-energy facilities operated by the Proposer or affiliates of the Proposer in North America. Table 4-5 includes calendar year summaries of the number of waste-to-energy facilities operated by each Proposer in North America, the total number of recordable cases and the average recordable incidence rate. OSHA recordable incidents include any work related injury or illness that results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, loss of consciousness or any significant injury or illness diagnosed by a physician or other licensed health care professional. Incidence rates represent the number of injuries and illnesses per 100 full time workers.

Industry average incidence rates maintained by the US Bureau of Labor Statistics are included in Table 4-5 for comparison purposes. The industry average incidence rate data for calendar years 2001 and 2002 is based on Standard Industrial Classification (SIC) Code 404900 (Electric, Gas and Sanitary Services) while the industry average data for calendar years 2003-2005 is based on North American Industrial Classification System (NAICS) Code 562200 (Waste Treatment and Disposal). The NAICS system replaced the SIC system in 2003. These industries represent the closest industry category for which incidence data is available during these respective periods. Figure 4-2 includes a comparison of the annual incidence rates for each Proposer along with the industry average

Table 4-5
Comparison of OSHA Recordable Incidence Rates

Calendar Year	2001 ⁽¹⁾			2002			2003			2004			2005			2006 ⁽²⁾		
	No. WTE Plants ⁽³⁾	Total Rec'ble Cases ⁽⁴⁾	Avg. OSHA Rate ⁽⁵⁾	No. WTE Plants ⁽³⁾	Total Rec'ble Cases ⁽⁴⁾	Avg. OSHA Rate ⁽⁵⁾	No. WTE Plants ⁽³⁾	Total Rec'ble Cases ⁽⁴⁾	Avg. OSHA Rate ⁽⁵⁾	No. WTE Plant ⁽³⁾	Total Rec'ble Cases ⁽⁴⁾	Avg. OSHA Rate ⁽⁵⁾	No. WTE Plants ⁽³⁾	Total Rec'ble Cases ⁽⁴⁾	Avg. OSHA Rate ⁽⁵⁾	No. WTE Plants ⁽³⁾	Total Rec'ble Cases ⁽⁴⁾	Avg. OSHA Rate ⁽⁵⁾
Covanta ⁽⁶⁾	25	53	3.16	25	68	4.06	25	60	3.64	31	74	3.16	31	91	3.80	31	51	2.95
Montenay ⁽⁷⁾	8	4	2.67	10	24	3.86	10	32	4.62	10	27	3.85	10	27	3.83	10	21	3.70
Wheelabrator ⁽⁸⁾	16	NR	5.38	16	NR	4.01	17	NR	3.42	17	NR	2.76	17	NR	3.25	17	NR	2.64
Industry Average ⁽⁹⁾	-	-	5.7	-	-	5.0	-	-	8.2	-	-	6.9	-	-	7.3	-	-	NA

Notes:

1) For Montenay, 4th Quarter 2001 data only

2) For Covanta and Montenay, January-September 2006; For Wheelabrator, January-October 25, 2006

3) Includes only WTE facilities

4) OSHA recordable incidents include any work related injury or illness that results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, loss of consciousness or any significant injury or illness diagnosed by a physician or other licensed health care professional.

5) Recordable incidence rate calculated as the total recordable cases divided by the total hours worked times 200,000.

6) Source: Table 3-3a, Page 8, Section 3 of Covanta's Proposal. Excludes non-WTE facilities/operations.

7) Source: Page 21, Section 3.2 of Montenay's Proposal.

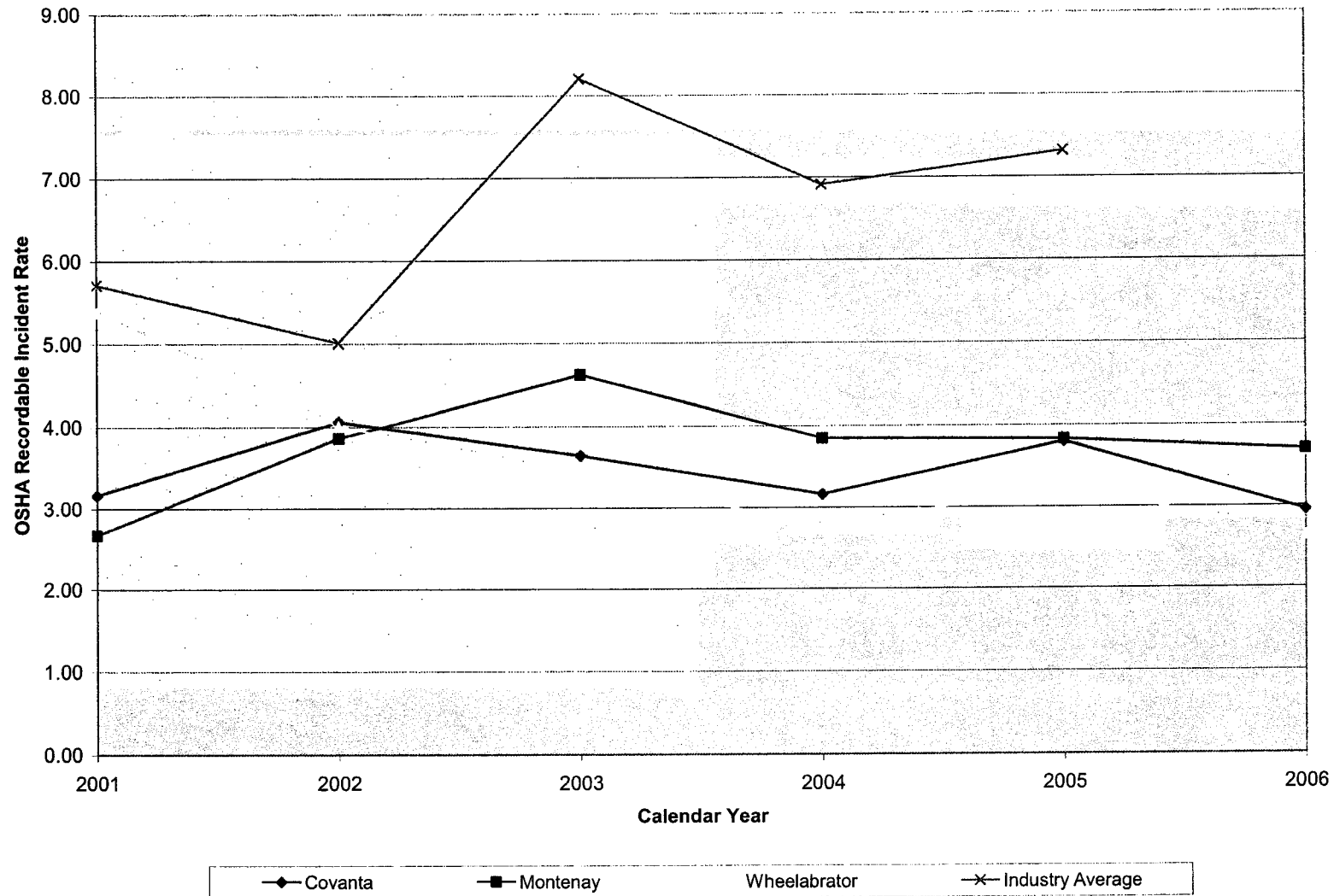
8) Source: Table 3.2, Page 3-3, Section 3 of Wheelabrator's Proposal.

9) Source: US Bureau of Labor Statistics Industry Average for SIC Code 404900 (Electric, Gas and Sanitary Services) for calendar years 2001-2002 and NAICS Code 5622 (Waste Treatment and Disposal) for calendar years 2003-2005.

NR - Not Reported

NA - Not Available

Figure 4-2
Comparison of OSHA Recordable Incident Rates



4.3 Client References

Section 4.4.5 of the Final RFP required that each Proposer provide a client reference for each publicly owned waste-to-energy facility located in North America operated by the Proposer or affiliates of the Proposer. CDM called each client reference listed by each Proposer and filled in the Client Reference Check Form as the information was provided over the telephone. The filled-in Client Reference Check Forms are included in Appendix B to this report. One person performed all the calls in order to maintain consistency of the recorded responses. The Client Reference Check Form was included in the Final RFP and the Qualified Respondents were encouraged to share this form with their clients in advance of their Proposal submission.

Tables 4-6, 4-7 and 4-8 present the waste-to-energy facilities that were listed by each Proposer as a client reference and whether or not they responded. A total of 21 out of 25 client references responded, which is an overall response rate of 84%. For Covanta, 9 out of 13 facilities responded (69%), for Montenay 7 out of 7 facilities responded (100%), and for Wheelabrator 5 out of 5 facilities responded (100%).

Table 4-9 presents summaries of the results of the responses for each Proposer for each question, the number presents the number of respondents who made the characterization, and the phrase after the number is how those respondents characterized the Proposer. In the Final RFP, client references were requested for only publicly owned facilities operated by each Proposer. As shown on Tables 4-6 and 4-8, both Covanta and Wheelabrator have listed facilities that appear not to be publicly owned.

Table 4-6
Client Reference Responses for Covanta

Facility Name	Responded (Yes/No)	Comments
Chester, PA	Yes	Appears not to be a publicly owned facility.
Detroit, MI	Yes	Appears not to be a publicly owned facility.
Hartford, CT	No	
Hennepin County, MN	Yes	
Hillsborough County, FL	Yes	
Honolulu, HI	Yes	Appears not to be a publicly owned facility.
Huntsville, AL	Yes	
Kent County, MI	No	
Lancaster County, PA	Yes	
Lee County, FL	Yes	
Montgomery County, MD	Yes	
Pasco County, FL	No	
Union County, NJ	No	

Table 4-7
Client Reference Responses for Montenay

Facility Name	Responded (Yes/No)	Comments
Bay County, FL	Yes	
Dutchess County, NY	Yes	
Islip, NY	Yes	
Long Beach, CA	Yes	
Miami-Dade County, FL	Yes	
Vancouver, CN	Yes	
York County, PA	Yes	

Table 4-8
Client Reference Responses for Wheelabrator

Facility Name	Responded (Yes/No)	Comments
Hudson Falls, NY	Yes	
Lisbon, CT	Yes	Appears not to be a publicly owned facility.
Pinellas County, FL	Yes	
Spokane, WA	Yes	
Tampa, FL	Yes	

Table 4-9 (page 1 of 6)
Summary of Client Reference Responses

Question	Covanta	Montenay	Wheelabrator
1. Is the Proposer responsive to requests for information?	3-Very responsive, 1-Very good, 1-Generally good, 1-Locally rates a 10, corporate is slow to deliver, 3-Yes	3-Very responsive, 1-Pretty responsive, 3-Yes	1-Excellent, 3-Very Response, 1-Yes
2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?	5-Very Client/community oriented, 2- Very Client/community oriented, excellent partnership, 1-Very good, 1- Good working relationship,	3-Very client/community oriented, 2-Very good, 1-Good working relationship, 1-Very responsive	2-Very client/community oriented, 1-Excellent partnership, 1-Good working relationship, 1- Between Good working relationship & Poor Working relationship
3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?	4- Demonstrated highest ethical standards, 2-Very fair in dealing with community regarding contractual matters, 1-Outstanding, 1-Generally fair in all business transactions, 1-They are very straight forward and above-board	4-Demonstrated highest ethical standards, 1-Very good, 1-Extremely well, 1-Ethical and above board	2-Highest ethical standards, 1-Very fair, 1-Excellent, 1-Not always trustworthy

Table 4-9 (page 2 of 6)
Summary of Client Reference Responses

Question	Covanta	Montenay	Wheelabrator
4. How well has the Proposer managed litter?	1-Excellent, 1-Have won beautification awards, 2-Very well, 1-Pretty pro-active, 1-Good, they take initiative, 1-Fairly reasonable, need to improve road sweeping, 1- Covanta is not responsible, 1-N/A	1-Never been an issue, 1-Extremely well, 1-Very good job, 2-Good job, 1-Very clean, 1-Clean site every day	4-Very well, 1-Fairly well
5. How well has the Proposer managed odors?	1-Excellent, 2-Very well, 1-Good, 1-Very proactive, 2-Never had odor problems, 1-Very strong partner, County decided to install high speed doors, Covanta very helpful, 1-N/A	2-No odors, 5- Never been an issue	5-Very well

Table 4-9 (page 3 of 6)
Summary of Client Reference Responses

Question	Covanta	Montenay	Wheelabrator
6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors' attitudes?	2-The facility is a great neighbor, 1-Very good neighbor, 1-Many of the neighbors do not know it's here, less than five complaints per year, 1-They get along very well, 1-good relationship, 1- Neighbors on very good terms with facility, on first name basis with facility personnel, 1-Only when the trucks back up do people get upset, 1-To his knowledge, the facility is a good neighbor	4-They do not know it's there, 1-In 2005 had 5 complaints, none caused by facility, 1-No complaints, 1- Development in the area has blossomed	2-Great neighbor, 1-Good neighbor, 1-Positive relationship with neighbors, 1-Occasional complaint about noise
7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?	7-Always, 1-Almost always, 1-Like any WTE facility, there are excursions	3-Always, 2-Almost always, 1-Very well, 1-Pretty good job.	4-Always, 1-Almost always
7b. What permit requirements are most frequently not complied with?	7-N/A 1-Exceeds HCl limit 1-CO, HCl, minimum temperature during start-up	3-N/A 1-Data availability 1-Loss of ignition 1-Some wastewater issues 1-No specifics given	4-N/A 1-Varies
8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?	5-Always, 2-Most of the time, 1-Between always and most of the time, 1-Made it every year	3-Always, 1-Most of the time (moisture in ash an issue), 1-Good job, 1-No problems, 1-Done well	4-Always, 1-Most of the time

Table 4-9 (page 4 of 6)
Summary of Client Reference Responses

Question	Covanta	Montenay	Wheelabrator
9. Which of the following best describes how well the Proposer maintains your facility?	2-Excellent, 4-Very well, 1-Very good, 1-Fair, 1-N/A	3-Excellent, 1-Very well, 1-Reasonably well, 1-Pretty good job, 1-Have some issue, they could respond faster	2-Excellent, 2-Very well, 1-Fair
10. a) Did you have to retrofit the facility due to the clean air act amendments? b) What was the cost of the retrofit? c) How was the cost determined? d) How would you characterize the cost?	1-Yes, bond amount was \$113 million, 1-Yes, \$32 million, negotiated lump sum, reasonable, 1-Yes, \$ 2.5 million, negotiated lump sum, reasonable, 1-Yes, \$1.5 million, negotiated lump sum, he was not there at the time, 1-Yes, he was not there at the time, 2-No, 1-No, not to his knowledge, 1-N/A	1-Yes, \$70 million, he was not there, can not characterize cost, 1-Yes, \$15 million, competitively bid, 1-Yes, \$4-5 million, he was not there, 1-Yes, \$ 15 million, bid, Town controlled project, 2-No, 1-N/A	1-Cost high, 1-Cost exceptionally reasonable, 2-Did not know specifics, 1-Did not have to do anything
11. a) Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? b) If yes, please explain and provide the dollar amount(s) How would you characterize these charges?	1-Yes, non-ferrous metal recovery, \$435,000, reasonable, 1-They are evaluating options with Covanta to improve the facility, 5-No, 1-No, not to his knowledge, 1-N/A	1-Yes, ash treatment, \$10.5 million, reasonable, 1-Authority added mercury control before it was required, cost was reasonable, 1-Fire safety improvements, 4-No	4-No, 1-Boiler rehab, cost reasonable

Table 4-9 (page 5 of 6)
Summary of Client Reference Responses

Question	Covanta	Montenay	Wheelabrator
12. a) Have you had any other capital projects that were performed by the Proposer? b) If yes, please explain and provide the dollar amount(s). c) How would you characterize these charges? d) How would you characterize their performance on these capital projects?	1-Expanded tipping floor, added administration offices and loading docks, cost very reasonable, 1-Lots of small projects, cost was reasonable, 6-No, 1-N/A	1- Yes, T/G installation, cost was quite tight, 1-Yes, Transfer station, CEM upgrades, ash handling upgrades, all were bid, 5-No	1-Over \$1 million, Wheelabrator has paid over 80%, 1-Boiler makeup waster pretreatment, \$ 600,00, cost was reasonable, performed well, 1-A lot of them, cost high due to 20% profit in contract, performed well, 2-No,
13. a) Have you had to amend the service agreement? b) How would you characterize how the Proposer acted during the amendment process?	2-Yes, very agreeable, 1-Yes, a few times, good partnership, 1-Yes, went very well, 1-Yes, Covanta gave concessions for the County using its option to extend agreement for five years, 1-Yes, three or four times, they were business like, 1-Yes, lengthy and difficult negotiations, got to a fair rate after much contentious negotiations, 1-Not sure, 1-No	1-In process, they are respectful, 1-In-process, fair and equitable, makes attempt to find middle ground, 1-Yes, reasonable, 1-Yes, up-front, realistic, honest, 1-Yes, when they took over from Westinghouse, Very prepared, good but tough negotiator, 1-Yes, rebid in 1999, District came out quite well, 1-No	4-Yes, 1-No 1-Very reasonable, 1-Reasonable, 1-Very well, 1-Very difficult

Table 4-9 (page 6 of 6)
Summary of Client Reference Responses

Question	Covanta	Montenay	Wheelabrator
14. How would you characterize how the Proposer interprets your service agreement?	3-Very fair, 3-Very fair and reasonable, 1-Only one or two issues over the years, they were worked out to both parties satisfaction, 1-Worked around issues, showed flexibility, 1-Good working relationship, very open	1-Never had a problem, 1-Very agreeable, 1-They pointed out agreement was not in County's best interest, high level of good faith based on sound business principles, 1-Knowledgeable and reasonable, 3-Reasonable	2-Very fair, 1-Very reasonable, 1-Reasonable, 1-Tries to take advantage at every opportunity
15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? If yes, please explain	9-No	7-No	5-No
16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer?	5-Ten, 2-Nine and one half, 1-Nine, 1-Seven	1-Ten, 1-Close to ten, 1-Nine, 1-Eight to nine, 1-eight and one half, 1-eight to eight and one half, 1-eight	3-Ten, 1-Nine, 1-Seven

Section 5

Net Present Value Cost

Table 5-1 presents the Net Present Value and scoring of the cost of each Proposal as determined by a Microsoft Excel® program developed by CDM in accordance with the methodology and assumptions contained in the Final RFP. Such Microsoft Excel® program was distributed to each Proposer as part of the Final RFP. The printout of each worksheet contained in the Microsoft Excel® program is included in Appendix D to this report.

In accordance with the Final RFP, the score for the Lowest NPV = 10, the score for the Second Lowest NPV = (Lowest NPV divided by Second Lowest NPV) times 10, and the score for the Third Lowest NPV = (Lowest NPV divided by Third Lowest NPV) times 10.

Table 5-1
Cost Proposal Net Present Value and Scoring

Proposer	Net Present Value (NPV) of Proposal	Lowest NPV Divided By Proposer's NPV	Score
Covanta	\$217,500,387	0.932	9.32
Montenay	\$202,815,200	1.00	10.00
Wheelabrator	\$240,660,954	0.843	8.43

Appendix A

Appendix A-1
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Proposal Submission Checklist

Completed By: R. Velasco
Date: Nov. 8-9, 2006

Item	Requirement	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Proposal Submittal Date	By 2 PM on 11/2/06	Yes	Yes	Yes	
Number of Original Proposals	2	Yes	Yes	Yes	
Number of Proposal Copies	20	Yes	Yes	Yes	
Letter of Transmittal	Max. 4 Pages	Yes	Yes	Yes	
Table of Contents	As Needed	Yes	Yes	Yes	
Section 1 Executive Summary	Max. 10 Pages	Yes	Yes	Yes	
Section 2 Staffing Plan and Transition Plan	Max. 40 Pages	Yes	Yes	Yes	
Section 3 Historical Performance	Max. 30 Pages	Yes	Yes	Yes	
Section 4 Proposal Forms	As Needed	Yes	Yes	Yes	
Section 5 Resumes	As Needed	Yes	Yes	Yes	
Section 6 Signed Service Agreement	As Needed	Yes	Yes	Yes	Montenay did not fill in the name of the Contractor on page 1 of the Service Agreement;
Section 7 Signed Construction Agreement	As Needed	Yes	Yes	Yes	Montenay did not fill in the name of the Contractor on page 1 of the Construction Agreement;
Proposer	Qualified Respondent or Subsidiary	Yes	Yes	Yes	Included in Transmittal Letters
Proposal Pages	Numbered	Yes	Yes	Yes	
Text Font Size	Min. 11 point	Yes	Yes	No	Wheelabrator has some fonts less than 11 points
Table Font Size	Min. 10 point	No	Yes	No	Covanta and Wheelabrator have some tables with fonts less than 10 point

Appednix A-2
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Transmittal Letter Checklist

Completed By: R. Velasco
Date: Nov. 8-9, 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Prepared on Proposer Letterhead	Yes	Yes	Yes	
Signed By Authorized Representative	Yes	Yes	Yes	
Addressed to Joseph Lauro	Yes	Yes	Yes	
Statement Transmitting Proposal	Yes	Yes	Yes	Information included in Transmittal Letter
Contact Person Identified	Yes	Yes	Yes	Information included in Transmittal Letter
Statement Confirming Minimum Qualifications Criteria	Yes	Yes	Yes	Information included in Transmittal Letter

Appnedix A-3
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Staffing Plan Checklist

Completed By: Bill Crellin
Date: November 12, 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Deployment of Staff	Yes	Yes	Yes	
Management Structure	Yes	Yes	Yes	
Organizational Charts	Yes	Yes	Yes	
Job Descriptions	Yes	Yes	Yes	
Designation of Full and Part Time Positions	Yes	Yes	Yes	
Contracted Services	Yes	Yes	Yes	
Qualifications of Facility Manager and Other Named Employees	Yes	Yes	Yes	
Staff Skills, Training, Certifications and Safety Requirements	Yes	Yes	Yes	

Appendix A-4
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Transition Plan Checklist

Completed By: Bill Crellin
Date: November 12, 2006

stem to the new RSPB. Montenay states they need a two day t	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Transition of Existing Employees	Yes	Yes	Yes	
Employee Training	Yes	Yes	Yes	
Draft Protocols for Contact With Governmental Authorities	Yes	Yes	Yes	
Draft Emergency Plan	Yes	Yes	Yes	
Plan to Comply With Power Purchase Agreement	Yes	Yes	Yes	
Draft Hazardous Waste Contingency Plan	Yes	Yes	Yes	Wheelabrator Proposal references existing WPI plan in place
How the Proposer will process and load the Residue while the existing ASPB is being demolished and the new RSPB is being constructed such that: (i) the bottom ash and fly ash will continue to be combined in a manner consistent with the existing operation so that the there will be no process change; and (ii) the size of the Residue delivered to the County after processing is minus five (5) inches so that the County can continue to use the Residue as landfill cover;	Yes	Yes	Yes	Wheelabrator states they will deliver fly ash separately to the new RSPB during a 7 day down time period to tie-in the exiting system to the new RSPB. Montenay states they need a two day tie-in period, but they do not state how they will handle the Residue during that period. Covanta does not address a tie-in period.
Plan for Removing Standing Water in Refuse Storage Pit	Yes	Yes	Yes	

Appendix A-5
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Historical Performance Checklist

Completed By: Tony LoRe
Date: November 8, 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Name and Permit Numbers for All of Proposer's North America WTE Facilities	Yes	Yes	Yes	
Health and Safety Records for OSHA Recordable Incidents	Yes	Yes	Yes	
Client Reference for All of Proposer's Publicly Owned WTE Facilities in North America	Yes	Yes	Yes	

Appendix A-6
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Proposal Form Checklist

Completed By: Dan Strobridge
Date: Nov. 14, 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Properly Executed Proposal Form 1 - Statement of Ownership	Yes	Yes	Yes	
Properly Executed Proposal Form 2 - Affidavit From Proposer	Yes	Yes	Yes	
Properly Executed Proposal Form 3 - Service Agreement Performance Bond Affidavit From Surety	Yes	Yes	Yes	
Properly Executed Proposal Form 4 - Service Agreement Letter of Credit Affidavit From Bank	Yes	Yes	Yes	
Properly Executed Proposal Form 5 - Construction Agreement Payment and Performance Bond Affidavit From Surety	Yes	Yes	Yes	
Calculations for Bond Amount in Proposal Form 5	No	No	No	Covanta provided a calculation for Exhibit 2 only. Montenay and Wheelabrator provided no calculations.
Properly Executed Form 6 - Bond for the Delivery of the Performance Bond, Letters of Credit, Payment and Performance Bond, Guaranties and Insurance	Yes	Yes	No	Wheelabrator covered all items with LOC (Form 7)
The Performance Bond to the Service Agreement ⁽¹⁾	Yes	Yes	No	
Two Letters of Credit to the Service Agreement ⁽¹⁾	No	No	No	All Proposers covered this item with LOC (Form 7)
Guaranty for the Service Agreement ⁽¹⁾	No	No	No	All Proposers covered this item with LOC (Form 7)
Proof of insurance required by the Service Agreement ⁽¹⁾	No	No	No	All Proposers covered this item with LOC (Form 7)
The Payment and Performance Bonds to the Construction Agreement ⁽¹⁾	Yes	Yes	No	Wheelabrator covered this item with LOC (Form 7)
Guaranty for the Construction Agreement ⁽¹⁾	No	No	No	All Proposers covered this item with LOC (Form 7)
Proof of insurance required by the Construction Agreement ⁽¹⁾	No	No	No	All Proposers covered this item with LOC (Form 7)
Properly Executed Form 7 - Letter of Credit (LOC)	Yes	Yes	Yes	All Proposers retyped this Proposal Form. Appendix C to this report contains Proposal Form 7 blacklined to show the changes that each Proposer made. Additionally, neither Covanta nor Wheelabrator filled in the name of the Guarantor as instructed pursuant to Section 4.4.6 of the Final RFP.
The Performance Bond to the Service Agreement ⁽¹⁾	Yes	No	Yes	Montenay covered this item with a bond (Form 6)
Two Letters of Credit to the Service Agreement ⁽¹⁾	Yes	Yes	Yes	
Guaranty for the Service Agreement ⁽¹⁾	Yes	Yes	Yes	
Proof of insurance required by the Service Agreement ⁽¹⁾	Yes	Yes	Yes	
The Payment and Performance Bonds to the Construction Agreement ⁽¹⁾	Yes	No	Yes	Montenay covered this item with a bond (Form 6)
Guaranty for the Construction Agreement ⁽¹⁾	Yes	Yes	Yes	
Proof of insurance required by the Construction Agreement ⁽¹⁾	Yes	Yes	Yes	

Note 1) Needs to be covered by either Proposal Form 6 OR Proposal Form 7

Appendix A-7
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Resume Checklist

Completed By: Bill Crellin
Date: November 12 , 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Facility Manager	Yes	Yes	Yes	
Personnel Named in Staffing Plan	Yes	Yes	Yes	
Personnel Named in Transition Plan	Yes	Yes	Yes	

Appednix A-8
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Service Agreement Checklist (page 1 of 2)

Completed By: Tony LoRe
Date: November 7, 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
No Deviations, Exceptions or Changes to Service Agreement	Yes	Yes	Yes	
Date in First Paragraph Not Filled In (Pg. 1)	Yes	Yes	Yes	Montenay did not fill in Contractor name and address
Monthly Lime Softening System O&M Fee in Section 2 Filled In (Pg. 24)	Yes	Yes	Yes	
Processing Fee in Section 2 Filled In (Pg. 27)	Yes	Yes	Yes	
Percentages in Section 8.2.4 Filled In (Pg. 116)	Yes	Yes	Yes	
Service Agreement Properly Signed and Sealed	Yes	Yes	Yes	
Any Revisions to Performance Guarantees in Schedule 2 Filled In	Yes	Yes	Yes	
Schedule 10 Not Filled In and Not Signed	Yes	Yes	Yes	
Staffing Plan Included as Schedule 13	Yes	Yes	Yes	
Transition Plan Included as Schedule 17	Yes	Yes	Yes	
Revision 1 Pages Inserted into Service Agreement	N/A	N/A	N/A	
Page 2	Yes	Yes	Yes	
Page 14	Yes	Yes	Yes	
Page 17	Yes	Yes	Yes	
Page 49	Yes	Yes	Yes	
Page 53	Yes	Yes	Yes	
Page 71	Yes	Yes	Yes	
Page 76	Yes	Yes	Yes	
Page 89	Yes	Yes	Yes	
Page 92	Yes	Yes	Yes	
Page 130	Yes	Yes	Yes	

Note: N/A means Not Applicable

Appednix A-8
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Service Agreement Checklist (page 2 of 2)

Completed By: Tony LoRe
Date: November 7, 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
Revision 1 Pages Inserted into Service Agreement (Continued)	N/A	N/A	N/A	
Pages 138-146	Yes	Yes	Yes	
Pages 150-151	Yes	Yes	Yes	
Page 157	Yes	Yes	Yes	
Pages 160-166	Yes	Yes	Yes	
Page 170	Yes	Yes	Yes	
Page 173	Yes	Yes	Yes	
Pages 177-178	Yes	Yes	Yes	
Page 185	Yes	Yes	Yes	
Page 194	Yes	Yes	Yes	
Page 204	Yes	Yes	Yes	
Page 3-7 of Schedule 3	Yes	Yes	Yes	
Pages 10-1 and 10-13 of Schedule 10	Yes	Yes	Yes	
Page 11-4 of Schedule 11	Yes	Yes	Yes	
Pages 12B-1 through 12B-13 of Schedule 12B	Yes	Yes	Yes	
Pages 16-1 through 16-27 of Schedule 16	Yes	Yes	Yes	

Note: N/A means Not Applicable

Appendix A-9
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Construction Agreement Checklist

Completed By: Tony LoRe
and Paul Stoller
Date: November 6, 2006

Item	Covanta (Yes/No)	Montenay (Yes/No)	Wheelabrator (Yes/No)	Comments
No Deviations, Exceptions or Changes to Construction Agreement	Yes	Yes	Yes	The Construction Agreement would have to be changed to incorporate the provisions of the last two paragraphs of "Attachment to Proposal Form 5 - per RFP Section 4.4.6" that was submitted by Covanta.
Date in First Paragraph Not Filled In (Pg. 1)	Yes	Yes	Yes	Montenay did not fill in Contractor name and address
Total Capital Price in Section 2 Filled In (Pg. 18)	Yes	Yes	Yes	
Construction Agreement Properly Signed and Sealed	Yes	Yes	Yes	
Schedule 1 Not Signed	Yes	Yes	Yes	
Capital Project Commencement Dates in Schedule 7 Filled In	Yes	Yes	Yes	
Capital Project Price in Each Exhibit (7) Filled In	Yes	Yes	Yes	
Revision 1 Pages Inserted into Construction Agreement	N/A	N/A	N/A	
Page 2	Yes	Yes	Yes	
Page 26	Yes	Yes	Yes	
Pages 41-43	Yes	Yes	Yes	
Page 46	Yes	Yes	Yes	
Page 55	Yes	Yes	Yes	
Page 58	Yes	Yes	Yes	
Pages 1-1 and 1-13 of Schedule 1	Yes	Yes	Yes	
Page 4-2 of Schedule 4	Yes	Yes	Yes	Covanta included Page 4-2 Rev. 0 with Rev. 1 because the pagination/text on Rev. 1 does not match up
Pages 1-16 and 1-17 of Exhibit 1	Yes	Yes	Yes	
Page 4-4 of Exhibit 2	Yes	Yes	Yes	
Page 1-7 of Exhibit 4	Yes	Yes	Yes	
Pages 1-12 and 1-13 of Exhibit 7	Yes	Yes	Yes	

Note: N/A means Not Applicable

Appendix A-10
Proposal for the Operation, Maintenance and Management
of the Pinellas County Waste-to-Energy Facility
Total Capital Project Price Checklist

Completed By: Tony LoRe
Date: November 6, 2006

Capital Project	Covanta	Montenay	Wheelabrator
Capital Project Price for Exhibit 1 - New Residue Storage and Processing Building Including Recovery Equipment	\$7,700,000	\$13,600,000	\$17,696,217
Capital Project Price for Exhibit 2 - Furnace Related Work	\$18,500,000	\$65,600,000	\$54,584,333
Capital Project Price for Exhibit 3 - I&C and Electrical Work	\$100,000	\$1,450,000	\$2,560,244
Capital Project Price for Exhibit 4 - Building Related Work	\$1,600,000	\$1,750,000	\$4,138,622
Capital Project Price for Exhibit 5 - Miscellaneous Improvements	\$100,000	\$1,000,000	\$4,169,474
Capital Project Price fir Exhibit 6 - Underground Recirculating Water-Cooling System	\$6,300,000	\$1,350,000	\$6,779,685
Capital Project Price for Exhibit 7 - Spare Parts Storage System	\$100,000	\$3,550,000	\$3,909,862
Sum of Exhibits 1-7 Capital Project Prices	\$34,400,000	\$88,300,000	\$93,838,437
Total Capital Project Price From Page 18 of Construction Agreement	\$34,400,000	\$88,300,000	\$93,838,437
Does the Sum of Exhibits 1-7 Capital Project Prices equal the Total Capital Project Price From Page 18 of the Construction Agreement?	Yes	Yes	Yes

Appendix B

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 15, 2006*

Reference City/County/Agency Name: *The facility is located in Chester, PA. The client reference is the Delaware County Solid Waste Authority, PA*

Reference Person's Name: *Joseph Vesturia*

Title and Phone Number: *Chairman and Chief Executive Officer, 610-892-9621*

Type & Size of Facility: *5,250 tpd daily Monday – Friday, 1,100 tons on Saturday*

Date of Commercial Operation of Facility: *1992*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor? *Westinghouse*

When did Proposer start operating the facility? *June of 2005*

If the Proposer was not the original operator, what caused the change? *Westinghouse was the original design/build/operate company. The operation changed to American Ref-Fuel because Westinghouse went out of the waste-to-energy business. American Ref-Fuel started operating the facility in 1997. Covanta bought American Ref-Fuel in June of 2005 and the facility is now operated by Covanta.*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very well*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ☒ Excellent partnership _____ Good working relationship _____ Poor working relationship _____ Almost no relationship _____ At odds a good deals of the time _____ Very Poor _____ Wish they would leave _____ Other (explain) _____

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards _____ Very fair in dealing with community regarding contractual matters ☒ Fair in all business transactions _____ Not always trustworthy _____ Usually tries to stretch interpretations to his own economic advantage _____ Always tries to get more money than he deserves or is entitled to _____ Don't trust them at all _____ Other (explain) _____

4. How well has the Proposer managed litter? *As far as I know, no violations. Looks very clean.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

5. How well has the Proposer managed odors? *As far as I know, no violations.*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there___ The facility is a great neighbor___ The facility is a good neighbor___ The neighbors never complain___ We get an occasional neighbor complaint___ A few complaints from neighbors are received each year___ We get routine complaints from the neighbors___ The neighbors do not like the facility operation___ The neighbors want us to buy their properties___
To my knowledge, the facility is a good neighbor.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_ ☒ _ Almost always___ Most of the time___ There are frequent violations___ Permit compliance is not a priority___

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always_ ☒ _ Most of the time_ ☒ _ Sometimes___ There are no performance guarantees___
Have had some concerns with the turn-around time of the delivery waste vehicles.

9. Which of the following best describes how well has the Proposer maintains your facility? *N/A*

Excellent___ Very well___ Reasonably well___ Fair___ Not very well___ Poorly___ Not maintained at all___ It is falling down___
N/A

10. Did you have to retrofit the facility due to the clean air act amendments? ___ What was the cost of the retrofit? ___ How was the cost determined? ___
How would you characterize the cost? Low___ Reasonable___ High___ Unreasonably high___
N/A

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *N/A* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

12. Have you had any other capital projects that were performed by the Proposer? *N/A* If yes, please explain and provide the dollar amount(s)

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent___ Good___
Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *No, not with Covanta* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly_√_
Reasonable_√_ Tries to take advantage at every opportunity___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Nine and one half.*

Additional Comments on Proposers's performance:

Covanta has only been in a short period of time, but they are mountains above the predecessors.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 14, 2006*

Reference City/County/Agency Name: *Greater Detroit Resource Recovery Authority, MI*

Reference Person's Name: *Marvin Ponder*

Title and Phone Number: *Acting General Manager, 313-876-0140*

Type & Size of Facility: *Refuse derived fuel, 3,300 tpd, 3 lines, 3 boilers*

Date of Commercial Operation of Facility: *1989 opened, October 24, 1991 was the Acceptance Date*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor? *Combustion Engineering and ABB*

When did Proposer start operating the facility? *January 8, 1993*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very responsive. Have had no problems. Very professional.*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ✓ Excellent partnership Good working relationship Poor working relationship Almost no relationship At odds a good deals of the time Very Poor Wish they would leave Other (explain)
They provide sponsorships for parks, science programs, cleanups.

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ✓ Very fair in dealing with community regarding contractual matters Fair in all business transactions Not always trustworthy Usually tries to stretch interpretations to his own economic advantage Always tries to get more money than he deserves or is entitled to Don't trust them at all Other (explain)
Outstanding. Very fair, professional, easy to communicate with.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

4. How well has the Proposer managed litter? *Pretty proactive. They have a designated manager who works with temporary employees to get to area that the vacuum truck and sweeper can not get to.*

5. How well has the Proposer managed odors? *Very proactive to minimize odors*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor_ ☒ __ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties ____
Very good neighbor.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_ ☒ __ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always_ ☒ __ Most of the time__ Sometimes__ There are no performance guarantees__

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent_ ☒ __ Very well__ Reasonably well__ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__
Meets all industry standards, exceeds most of the. The quality of the repairs is excellent.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *The bond amount was \$ 113 million* How was the cost determined? _____ How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__
Replaced ESPs with SDAs and baghouses

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent ___ Good ___
Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___
Went very well, around 1996

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly_✓_
Reasonable___ Tries to take advantage at every opportunity___
There are a series of requirement contracts that were done twenty years ago. The energy price reduces the more they produce.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers' performance:

I am very happy and satisfied that they are doing the quality job that they are doing. They are professional and cooperative and have a "How can we make this work" attitude. This is a lease/by-back facility. It is not currently a publicly owned facility.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 14, 2006*

Reference City/County/Agency Name: *Hennepin County, MN*

Reference Person's Name: *Philip Eckert*

Title and Phone Number: *Director, Department of Environmental Services, 612-348-6445*

Type & Size of Facility: *Mass burn, 1,212 tpd, 2 boilers, operates at 365,000 tpy*

Date of Commercial Operation of Facility: *1989 - 1990*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor? *Blount Industries*

When did Proposer start operating the facility? *Covanta (formerly Ogden Martin) has been the operator virtually the whole time.*

If the Proposer was not the original operator, what caused the change? *Blount Industries sold the facility to GE Capital. The County bought the facility three years ago*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very responsive, they get back very quickly.*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ✓ Excellent partnership ✓ Good working relationship ___ Poor working relationship ___ Almost no relationship ___ At odds a good deals of the time ___ Very Poor ___ Wish they would leave ___ Other (explain)

The facility is located in downtown Minneapolis, there is a new ballpark and the tipping floor is 400 feet from home plate, and the facility is very close to new condominiums.

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ___ Very fair in dealing with community regarding contractual matters ___ Fair in all business transactions ___ Not always trustworthy ___ Usually tries to stretch interpretations to his own economic advantage ___ Always tries to get more money than he deserves or is entitled to ___ Don't trust them at all ___ Other (explain)

They are very straight forward and above board. They need to maintain profitability. They do not give anything away but they are very fair.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

4. How well has the Proposer managed litter? *Good. They take the initiative to pick it up within 15 minutes*

5. How well has the Proposer managed odors? *Very strong partner. The County decided to install high speed doors and updated louvers and Covanta was very helpful.*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties ____
Many of the neighbors do not know its here. Less than five complaints per year.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always__ Almost always_√_ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

Have had two issues. One was HCl exceedance in the early 1990s. Also put in a carbon injection system. They recognize the environmental performance is job one.

7b. What permit requirements are most frequently not complied with?

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always____ Most of the time_√_ Sometimes____ There are no performance guarantees____

There is an ongoing dialog. They had one bad year about five or six years ago where they did not meet the performance guarantees, Covanta wanted it waived, the County said no.

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent____ Very well_√_ Reasonably well____ Fair__ Not very well__ Poorly____ Not maintained at all____ It is falling down____

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 1.5 million* How was the cost determined? *Negotiated* How would you characterize the cost? *I can not because I was not here at that time.* Low____ Reasonable____ High____ Unreasonably high____
Installed carbon injection in the early 1990s

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *In process* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
We both want to continuously improve the facility. We are going to get rid of the anhydrous ammonia because it does not belong in a downtown area. We are looking at options with Covanta.

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent___ Good___
Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___
Tried to take advantage at every opportunity___ We gave up trying___
Amended it three or four time. They were business like.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___
Reasonable___ Tries to take advantage at every opportunity___
Fair and reasonable.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Nine*

Additional Comments on Proposers's performance:

The people in Minneapolis and corporate understand what the County wants and will initiate and take the lead, and I value that very highly. They do not try and hide bad news.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 7, 2006*

Reference City/County/Agency Name: *Hillsborough County, Fl*

Reference Person's Name: *Tom Smith*

Title and Phone Number: *Executive Manager, 813-276-2909*

Type & Size of Facility: *Mass burn, Martin grates, 1,200 tpd, 3 furnaces*

Date of Commercial Operation of Facility: *May 1987*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Yes*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ☒ Excellent partnership ☒ Good working relationship ☐ Poor working relationship ☐ Almost no relationship ☐ At odds a good deals of the time ☐ Very Poor ☐ Wish they would leave ☐ Other (explain)

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ☐ Very fair in dealing with community regarding contractual matters ☒ Fair in all business transactions ☐ Not always trustworthy ☐ Usually tries to stretch interpretations to his own economic advantage ☐ Always tries to get more money than he deserves or is entitled to ☐ Don't trust them at all ☐ Other (explain)

4. How well has the Proposer managed litter? *Very well, they have a sweeper on-site and they use it.*

5. How well has the Proposer managed odors? *Very well. Seldom, if ever are there any off-site odors. Very little odor in the facility.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there___ The facility is a great neighbor_✓_ The facility is a good neighbor___ The neighbors never complain___ We get an occasional neighbor complaint___ A few complaints from neighbors are received each year___ We get routine complaints from the neighbors___ The neighbors do not like the facility operation___ The neighbors want us to buy their properties___

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_✓_ Almost always___ Most of the time___ There are frequent violations___ Permit compliance is not a priority___

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always_✓_ Most of the time___ Sometimes___ There are no performance guarantees___

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent___ Very well_✓_ Reasonably well___ Fair___ Not very well___ Poorly___ Not maintained at all___ It is falling down___

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 32 million* How was the cost determined? *Negotiated lump sum* How would you characterize the cost? Low___ Reasonable_✓_ High___ Unreasonably high___

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent___ Good___
Fair___ Not good___ Poor___

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable_✓___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly_✓___ Reasonable___ Tries to take advantage at every opportunity___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers's performance:

They have been very responsive to the client's needs and/or requests.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 13, 2006*

Reference City/County/Agency Name: *City and County of Honolulu, HI*

Reference Person's Name: *Martin Okabe*

Title and Phone Number: *Executive Assistant Director of Department of Environmental Services,
808-692-5314*

Type & Size of Facility: *Refused derived fuel, 1,000 tpd, 2 boilers, generate steam to a steam turbine-generator*

Date of Commercial Operation of Facility: *Approximately 1989 – 1990 (I have been in this position about 1 year)*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *1989 - 1990*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very good*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented √ Excellent partnership _____ Good working relationship _____ Poor working relationship _____ Almost no relationship _____ At odds a good deals of the time _____ Very Poor _____ Wish they would leave _____ Other (explain)

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards √ Very fair in dealing with community regarding contractual matters _____ Fair in all business transactions _____ Not always trustworthy _____ Usually tries to stretch interpretations to his own economic advantage _____ Always tries to get more money than he deserves or is entitled to _____ Don't trust them at all _____ Other (explain)

4. How well has the Proposer managed litter? *Very well, do not have any*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

5. How well has the Proposer managed odors? *Very well. Rarely have any complaints*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties ____
In commercial/industrial area. When the trucks back up, people get upset.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always _☒_ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__
Very good. Won awards for being in compliance They keep it well maintained.

7b. What permit requirements are most frequently not complied with?

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always _☒_ Most of the time__ Sometimes__ There are no performance guarantees__
They are doing better than the performance guarantees

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent__ Very well_☒_ Reasonably well__ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__

10. Did you have to retrofit the facility due to the clean air act amendments? *No* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__
Not to my knowledge

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)
Not to my knowledge

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent___ Good___
Fair___ Not good___ Poor___

13. Have you had to amend the service agreement?___ How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___
I am not sure

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable___ Tries to take advantage at every opportunity___
Good working relationship. Very open.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers's performance:

This information is based only on the Honolulu facility. This was a sale-lease back transaction. We may be purchasing the facility in a few years.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 17, 2006*

Reference City/County/Agency Name: *Solid Waste Disposal authority, Huntsville, AL*

Reference Person's Name: *John Holladay*

Title and Phone Number: *Executive director, 256-880-6054*

Type & Size of Facility: *Mass burn, 690 tpd, 2 furnaces*

Date of Commercial Operation of Facility: *1990*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very. I am very pleased.*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented___ Excellent partnership___ Good working relationship ___ Poor working relationship ___ Almost no relationship___ At odds a good deals of the time ___ Very Poor___ Wish they would leave___ Other (explain)
Very good

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards___ Very fair in dealing with community regarding contractual matters___ Fair in all business transactions ___ Not always trustworthy___ Usually tries to stretch interpretations to his own economic advantage___ Always tries to get more money than he deserves or is entitled to___ Don't trust them at all___ Other (explain)
Outstanding

4. How well has the Proposer managed litter? *They have won beatification awards*

5. How well has the Proposer managed odors? *The facility is under negative pressure, there are no odor problems*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__
Good relationship. there are six houses across the street. Never received a complaint.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always √ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__
No excursions except at startup.

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always__ Most of the time__ Sometimes__ There are no performance guarantees__
They have made it every year. A portion of Covanta's compensation (\$ 555,000) is tied to performance.

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent__ Very well__ Reasonably well__ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__
Very good. they set aside maintenance money.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__
I do not know, it happened before I was here.

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

12. Have you had any other capital projects that were performed by the Proposer? If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize their performance on these capital projects? Excellent ____ Good ____
Fair ____ Not good ____ Poor ____

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable ____ Reasonable ☒ Somewhat Difficult ____ Very Difficult ____ Tried to take advantage at every opportunity ____ We gave up trying ____
Amended it a few time. Good partnership.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly ☒
Reasonable ☒ Tries to take advantage at every opportunity ____

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers's performance:

If you select Covanta, Pinellas County will be very, very satisfied.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 14, 2006*

Reference City/County/Agency Name: *Lancaster County Solid Waste Management Authority, PA*

Reference Person's Name: *Jim Warner*

Title and Phone Number: *Executive Director, 717-397-9968*

Type & Size of Facility: *Mass burn, 1,200 tpd @ 5,000 Btu/lb, 3 boilers*

Date of Commercial Operation of Facility: *May 11, 1991*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Eight on a scale of one to ten. Local people are a ten, corporate slows down to a seven or eight.*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ✓ Excellent partnership _____ Good working relationship _____ Poor working relationship _____ Almost no relationship _____ At odds a good deals of the time _____ Very Poor _____ Wish they would leave _____ Other (explain)
Locally very good

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ✓ Very fair in dealing with community regarding contractual matters _____ Fair in all business transactions _____ Not always trustworthy _____ Usually tries to stretch interpretations to his own economic advantage _____ Always tries to get more money than he deserves or is entitled to _____ Don't trust them at all _____ Other (explain)

4. How well has the Proposer managed litter? *The Authority is responsible for litter control and clean-up, not Covanta.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

5. How well has the Proposer managed odors? *Never had odor problems*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__
Neighbors are on very good terms, they are on a first name basis with the facility staff.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always__ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

Like any waste-to-energy facility, there are excursions. Estimate 0.04% out of compliance.

7b. What permit requirements are most frequently not complied with? *CO, HCl and minimum temperature during startup. Due to mechanical failures.*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always__ ☒ Most of the time__ Sometimes__ There are no performance guarantees__
Terrific. Every year they have done better than what the Service Agreement calls for.

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent__ Very well ☒ Reasonably well__ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__

The Authority monitors the facility and has an engineer inspect it.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 2.5 million* How was the cost determined? *Negotiated* How would you characterize the cost?

Low__ Reasonable ☒ High__ Unreasonably high__

Put in NOx control (aqueous ammonia) and carbon injection.

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

12. Have you had any other capital projects that were performed by the Proposer? *Yes* If yes, please explain and provide the dollar amount(s)

A couple of years ago expanded the tipping floor, added some administrative offices and added loading docks for the special waste program.

How would you characterize these charges? Low___ Reasonable_✓___ High___ Unreasonably high___

How would you characterize their performance on these capital projects? Excellent ___ Good ___ Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

They were fair. On October 2006 the Authority exercised its option to extend the Service Agreement for another five years, Covanta gave some concessions to get that done, they showed flexibility.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable___ Tries to take advantage at every opportunity___

They work around and in between. They have showed good flexibility.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Nine and one half*

Additional Comments on Proposers's performance:

I have found them open to hear out there clients. They could have more timely responsiveness. I think the best years are ahead for the. I would absolutely recommend them.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 14, 2006*

Reference City/County/Agency Name: *Lee County, FL*

Reference Person's Name: *Jim Lavender*

Title and Phone Number: *Director of Public Works, 239-479-8301*

Type & Size of Facility: *Mass burn, 1,200 tpd, 2 furnaces being expand to 3 furnaces for a total of 1,800 tpd*

Date of Commercial Operation of Facility: *December 1, 1994*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Generally good*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented___ Excellent partnership___ Good working relationship *✓* Poor working relationship___ Almost no relationship___ At odds a good deals of the time___ Very Poor___ Wish they would leave___ Other (explain)

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards___ Very fair in dealing with community regarding contractual matters___ Fair in all business transactions___ Not always trustworthy___ Usually tries to stretch interpretations to his own economic advantage___ Always tries to get more money than he deserves or is entitled to___ Don't trust them at all___ Other (explain)

Generally fair in all business transaction

4. How well has the Proposer managed litter? *Fairly reasonable. They need to improve road sweeping.*

5. How well has the Proposer managed odors? *Good*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor_✓_ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_✓_ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always__ Most of the time_✓_ Sometimes__ There are no performance guarantees__

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent__ Very well__ Reasonably well__ Fair_✓_ Not very well__ Poorly__ Not maintained at all__ It is falling down__
Work need to be done on routine housekeeping

10. Did you have to retrofit the facility due to the clean air act amendments? *No* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *Yes* If yes, please explain and provide the dollar amount(s)

Added non-ferrous metal recovery system for \$ 435,000

How would you characterize these charges? Low__ Reasonable_✓_ High__ Unreasonably high__

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__
How would you characterize their performance on these capital projects? Excellent__ Good__
Fair__ Not good__ Poor__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___
Lengthy and difficult negotiations. Changed service fee to a fair rate after much contentious negotiations.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable___ Tries to take advantage at every opportunity___
Only one or two issues over the years. Given the complexity of the agreement, both won.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Seven*

Additional Comments on Proposers's performance:

Generally, maintenance, repair and replacement deteriorated around eight years into the agreement, it now is a battle to get them to do long term replacement rather than short term fixes.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Covanta* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 17, 2006*

Reference City/County/Agency Name: *The facility is located in Montgomery County, MD. The client reference is the Northeast Maryland Waste Disposal Authority, MD*

Reference Person's Name: *Robin Davidov*

Title and Phone Number: *Executive Director, 410-333-2730*

Type & Size of Facility: *Mass burn, 1,800 tpd*

Date of Commercial Operation of Facility: *1995*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very good*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ✓ Excellent partnership _____ Good working relationship ✓ Poor working relationship _____ Almost no relationship _____ At odds a good deals of the time _____ Very Poor _____ Wish they would leave _____ Other (explain)

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ✓ Very fair in dealing with community regarding contractual matters _____ Fair in all business transactions _____ Not always trustworthy _____ Usually tries to stretch interpretations to his own economic advantage _____ Always tries to get more money than he deserves or is entitled to _____ Don't trust them at all _____ Other (explain)

4. How well has the Proposer managed litter? *Excellent*

5. How well has the Proposer managed odors? *Excellent*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__
They get along very well with the neighbors.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_√_ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always_√_ Most of the time__ Sometimes__ There are no performance guarantees__

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent_√_ Very well__ Reasonably well__ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__

10. Did you have to retrofit the facility due to the clean air act amendments? *No* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

12. Have you had any other capital projects that were performed by the Proposer? *Yes, lots of small projects.* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable_√_ High__ Unreasonably high__
How would you characterize their performance on these capital projects? Excellent__ Good__
Fair__ Not good__ Poor__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___
The amendments were mostly things that both parties wanted.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly_ ✓___
Reasonable___ Tries to take advantage at every opportunity___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers's performance:

Our experience with Covanta has been excellent partnership. The facility has won lots of awards. Everyone is very proud of it.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Montenay* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 8, 2006*

Reference City/County/Agency Name: *Bay County, FL*

Reference Person's Name: *Paul Lackemacher*

Title and Phone Number: *Utilities Manager, 850-872-4785*

Type & Size of Facility: *Mass burn, O'Connor combustor, 250 tpd total*

Date of Commercial Operation of Facility: *Circa 20 years ago*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor? *Westinghouse*

When did Proposer start operating the facility? *Shortly thereafter*

If the Proposer was not the original operator, what caused the change? *Westinghouse went out of the waste-to-energy business*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Yes*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented____ Excellent partnership____ Good working relationship *√* Poor working relationship ____ Almost no relationship____ At odds a good deals of the time____ Very Poor____ Wish they would leave____ Other (explain)

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards____ Very fair in dealing with community regarding contractual matters____ Fair in all business transactions ____Not always trustworthy____ Usually tries to stretch interpretations to his own economic advantage____ Always tries to get more money than he deserves or is entitled to____ Don't trust them at all____ Other (explain)

Fairly high standard, forthright. Extremely well for the business they are in.

4. How well has the Proposer managed litter? *Very good job. For this facility, they received the 2007 National Performance Award for a small facility*

5. How well has the Proposer managed odors? *Quite well, They do not have any problems or complaints.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__
Not an issue. No complaints. No information that says its problem. They maintain the facility extremely well

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always__ ☒__ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__
They do a tremendous job, they get the highest marks.

7b. What permit requirements are most frequently not complied with? *None*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always__ ☒__ Most of the time__ Sometimes__ There are no performance guarantees__
Extremely well

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent__ ☒__ Very well__ Reasonably well__ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__
Outstanding. One of the cleanest facilities I have ever seen.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *About \$ 4 – 5 million* How was the cost determined? *I was not here at the time, I think it was a negotiated number.* How would you characterize the cost? Low__ Reasonable__ High__
Unreasonably high__
I think it was market rate.

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

12. Have you had any other capital projects that were performed by the Proposer? *None* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent ___ Good ___
Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Now in the process* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___
Fair and equitable manner, they make attempts to find a middle ground. I think we will reach a middle ground a-on all the issues, there is a lot of good faith.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable___ Tries to take advantage at every opportunity___
They have the highest level of good faith based on sound business principles. They pointed out areas where the agreement is not in the County's best interest, and they are attempting to get the County to a good place.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Eight to eight and one half.*

Additional Comments on Proposers's performance:

I am not disappointed with performance, they are maintaining the facility generally as a partner. They are pretty doggone good.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Montenay* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 14, 2006*

Reference City/County/Agency Name: *Dutchess County, NY*

Reference Person's Name: *Lou Rea*

Title and Phone Number: *Deputy Executive Director, 845-463-6020*

Type & Size of Facility: *Mass burn, O'Connor combustors, 450 tpd, 2 furnaces*

Date of Commercial Operation of Facility: *October 5, 1987*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor?
Pennsylvania Engineering

When did Proposer start operating the facility? *August 1998*

If the Proposer was not the original operator, what caused the change? *Westinghouse went out of the waste-to-energy business.*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Yes*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ✓ Excellent partnership _____ Good working relationship _____ Poor working relationship _____ Almost no relationship _____ At odds a good deals of the time _____ Very Poor _____ Wish they would leave _____ Other (explain) _____

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ✓ Very fair in dealing with community regarding contractual matters _____ Fair in all business transactions _____ Not always trustworthy _____ Usually tries to stretch interpretations to his own economic advantage _____ Always tries to get more money than he deserves or is entitled to _____ Don't trust them at all _____ Other (explain) _____

4. How well has the Proposer managed litter? *Every day they clean the site*

5. How well has the Proposer managed odors? *No odor problems*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties ____
Half the people do not know its there.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Never been out on compliance

Always _☒_ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always_☒_ Most of the time__ Sometimes__ There are no performance guarantees__

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent _☒_ Very well__ Reasonably well __ Fair__ Not very well__ Poorly __ Not maintained at all__ It is falling down__
The facility has very high availability.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 15 million* How was the cost determined? *Competitively bid* How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize their performance on these capital projects? Excellent ____ Good ____
Fair ____ Not good ____ Poor ____

13. Have you had to amend the service agreement? *No* How would you characterize how the Proposer acted during the amendment process? Very Agreeable ____ Reasonable ____ Somewhat Difficult ____ Very Difficult ____ Tried to take advantage at every opportunity ____ We gave up trying ____

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly_ ☒ ____
Reasonable ____ Tries to take advantage at every opportunity ____
They are very agreeable

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers's performance:

They are a very competent group of people. They are all fair, equitable and honorable. I have dealt with two other operators who were always fighting with me.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Montenay* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 17, 2006*

Reference City/County/Agency Name: *Town of Islip, NY*

Reference Person's Name: *Eric Hofmeister*

Title and Phone Number: *Town Supervisor, 631-224-5502*

Type & Size of Facility: *Mass burn, O'Connor rotary combustors, 485 tpd, 2 units with room for a third*

Date of Commercial Operation of Facility: *March 7, 1990*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor?
Pennsylvania Engineering

When did Proposer start operating the facility? *March 7, 1990*

If the Proposer was not the original operator, what caused the change? *The Town defaulted Pennsylvania Engineering and issued a request for proposals for an operator, Montenay won.*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very responsive. No problems sharing information. Have audited books a while ago, they were very complete.*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented___ Excellent partnership___ Good working relationship ___ Poor working relationship ___ Almost no relationship___ At odds a good deals of the time ___ Very Poor___ Wish they would leave___ Other (explain)

When the turbine was down, there was noise at a house, the were very responsive

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards___ Very fair in dealing with community regarding contractual matters___ Fair in all business transactions ___ Not always trustworthy___ Usually tries to stretch interpretations to his own economic advantage___ Always tries to get more money than he deserves or is entitled to___ Don't trust them at all___ Other (explain)

Never been unethical. Both interests different, but when they say something they do it. They are ethical and above board.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

4. How well has the Proposer managed litter? *Good job. They take an interest in the facility.*

5. How well has the Proposer managed odors? *Never had an odor complaint. There was negative draft until the Town installed a bypass transfer area to handle a lot of bypass waste.*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__
Stop ten people who live there and the do not know its there.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always__ Almost always_✓_ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

7b. What permit requirements are most frequently not complied with? *Loss of ignition*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always____ Most of the time____ Sometimes____ There are no performance guarantees____
They have done well. They did not make the electrical guarantee, they paid us, we did not have a problem

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent____ Very well____ Reasonably well____ Fair__ Not very well____ Poorly__ Not maintained at all____ It is falling down____
Pretty good job. Not the cleanest, but the keep after it.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 15 million* How was the cost determined? *Bid, Town controlled the project* How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

12. Have you had any other capital projects that were performed by the Proposer? *Yes* If yes, please explain and provide the dollar amount(s)

1994 – Transfer station installation, CEMs upgrades, ash handling upgrades. The Town wanted all of them.

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

How would you characterize their performance on these capital projects? Excellent___ Good___

Fair___ Not good___ Poor___

All of the above were bid.

13. Have you had to amend the service agreement? *Only for the work set forth in Item No. 12 above.* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___

Reasonable_ ☒ ___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___

Reasonable_ ☒ ___ Tries to take advantage at every opportunity___

Have not had a lot of items where there was a dispute

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Eight and one half*

Additional Comments on Proposers's performance:

They took over a difficult situation and they have performed very well.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Montenay* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 9, 2006*

Reference City/County/Agency Name: *City of Long Beach, CA*

Reference Person's Name: *Charlie Tripp*

Title and Phone Number: *Electric Generation General Manager*

Type & Size of Facility: *Mass burn, 1,500 tpd, 3 boilers*

Date of Commercial Operation of Facility: *December 1988*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor? *Dravo*

When did Proposer start operating the facility? *Early 1989 as a subcontractor to Dravo*

If the Proposer was not the original operator, what caused the change? *Dravo got out of the business, Montenay was operating the facility as a subcontractor to Dravo, the City signed a contract with Montenay to operate the facility while there was ongoing litigation between the City and Dravo.*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very responsive*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented___ Excellent partnership___ Good working relationship___ Poor working relationship___ Almost no relationship___ At odds a good deals of the time___ Very Poor___ Wish they would leave___ Other (explain)
Very good. A community player. They are involved in charitable events.

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards_ ☒ ___ Very fair in dealing with community regarding contractual matters___ Fair in all business transactions___ Not always trustworthy___ Usually tries to stretch interpretations to his own economic advantage___ Always tries to get more money than he deserves or is entitled to___ Don't trust them at all___ Other (explain)

4. How well has the Proposer managed litter? *Extremely well, it's a port facility, have complex stormwater prevention program, no sewer, zero discharge. All stormwater drains must be very clean.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

5. How well has the Proposer managed odors? *Not an issue. In 18 years maybe one or two odor complaints. There is no pit, the facility has a five foot deep trench that must be scrapped clean.*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there ✓ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__
It's a very industrial area. Residents are four miles away.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always__ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__
Very well. Only one Notice Of Violation due to Dravo operation sixteen years ago.

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always__ Most of the time__ Sometimes__ There are no performance guarantees__
No problems. They have hit records never hit before and the facility is nineteen years old

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent__ Very well__ Reasonably well ✓ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__
It is a difficult facility to maintain. Its an outdoor facility, much like Pinellas.

10. Did you have to retrofit the facility due to the clean air act amendments? *No* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__
The facility was already there.

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *Yes* If yes, please explain and provide the dollar amount(s)
Put is ash treatment system using Wes-Phix 14 - 15 years ago.

How would you characterize these charges? Low__ Reasonable ✓ High__ Unreasonably high__

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

How would you characterize their performance on these capital projects? Excellent ___ Good___

Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

Steve Passage up-front, realistic, a pleasure to deal with, honest, when we made a valid point, he agreed.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly_☒___ Reasonable_☒___ Tries to take advantage at every opportunity___

The City walks through the facility every day. Everything is up-front.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? If yes, please explain

The City could not accept the facility because it did not meet the performance guarantees. Dravo claimed that was Montenay's fault as the operator of the facility under subcontract to Dravo. Montenay was therefore part of that litigation. The City settled with Dravo.

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Nine*

Additional Comments on Proposers's performance:

None

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Montenay* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 17, 2006*

Reference City/County/Agency Name: *Miami-Dade County, FL*

Reference Person's Name: *Kathy Woods-Richardson*

Title and Phone Number: *Department Director, Department of Solid Waste Management, 305-514-6628*

Type & Size of Facility: *Refuse derived fuel facility, process 1.2 million tons per year*

Date of Commercial Operation of Facility: *1981*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor?

When did Proposer start operating the facility? *1985*

If the Proposer was not the original operator, what caused the change? *The original operator's performance record was a total disaster.*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Pretty responsive*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented___ Excellent partnership___ Good working relationship ✓ Poor working relationship___ Almost no relationship___ At odds a good deals of the time___ Very Poor___ Wish they would leave___ Other (explain)
They have an outreach program. They do things for the schools.

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ✓ Very fair in dealing with community regarding contractual matters___ Fair in all business transactions___ Not always trustworthy___ Usually tries to stretch interpretations to his own economic advantage___ Always tries to get more money than he deserves or is entitled to___ Don't trust them at all___ Other (explain)
Very good, have not had any situations.

4. How well has the Proposer managed litter? *Very clean, they do a good job*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

5. How well has the Proposer managed odors? *Very well, no odors.*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor_✓_ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties__
For an operating WTE facility, very good. Development has blossomed in the Dural area, which is a very nice area.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always__ Almost always_✓_ Most of the time__ There are frequent violations__ Permit compliance is not a priority__
Pretty good

7b. What permit requirements are most frequently not complied with?

Some wastewater pretreatment issues.

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always____ Most of the time_✓_ Sometimes____ There are no performance guarantees____
They do a good job. Staff has weekly meeting, management has meetings every two weeks.

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent____ Very well_✓_ Reasonably well____ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down____
Have some issues, they could be a little faster in responding. Its improving.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 70 million* How was the cost determined? *I do not know, I was not here at the time* How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__ *I do not know, I was not here at the time*

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *Yes* If yes, please explain and provide the dollar amount(s)

Change in law. Fire safety improvements, \$ 3 million

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize these charges? Low___ Reasonable_ ☒ _ High___ Unreasonably high___

12. Have you had any other capital projects that were performed by the Proposer? If yes, please explain and provide the dollar amount(s)

\$ 75 million overhaul, constructed biomass fuel facility for \$ 26 million, constructed ash landfill cell

How would you characterize these charges? Low___ Reasonable_ ☒ _ High___ Unreasonably high___

How would you characterize their performance on these capital projects? Excellent_ ☒ _ Good___
Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable_ ☒ _ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable_ ☒ _ Tries to take advantage at every opportunity___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Nine*

Additional Comments on Proposers's performance:

We are very pleased with the company's dedication to customer service and performance excellence.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Montenay* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 17, 2006*

Reference City/County/Agency Name: *Greater Vancouver Regional District, CN*

Reference Person's Name: *Chantal Babensee*

Title and Phone Number: *Senior Engineer, 604-436-6853*

Type & Size of Facility: *Mass burn, Martin grates, 275,000 tpy*

Date of Commercial Operation of Facility: *May 1988*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor?
GKN/Berwelco

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very responsive*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ✓ Excellent partnership ✓ Good working relationship Poor working relationship Almost no relationship At odds a good deals of the time Very Poor Wish they would leave Other (explain)
They understand community concerns

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ✓ Very fair in dealing with community regarding contractual matters Fair in all business transactions Not always trustworthy Usually tries to stretch interpretations to his own economic advantage Always tries to get more money than he deserves or is entitled to Don't trust them at all Other (explain)

4. How well has the Proposer managed litter? *Never been an issue. They take care of roadways that are outside the limits of the facility site.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

5. How well has the Proposer managed odors? *Never had an issue. The bunker is under negative pressure.*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there ☒ The facility is a great neighbor ___ The facility is a good neighbor ___ The neighbors never complain ___ We get an occasional neighbor complaint ___ A few complaints from neighbors are received each year ___ We get routine complaints from the neighbors ___ The neighbors do not like the facility operation ___ The neighbors want us to buy their properties ___
Most people do not know its there. Some people say its not running when it is

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always ☒ Almost always ___ Most of the time ___ There are frequent violations ___ Permit compliance is not a priority ___
Never been written up by any regulatory agency. Had to report some things to the agency.

7b. What permit requirements are most frequently not complied with?

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always ☒ Most of the time ___ Sometimes ___ There are no performance guarantees ___
Rebid in 1999. Since then, they have achieved the highest level of performance. Before that, the performance was less, but they still met the guarantees.

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent ☒ Very well ___ Reasonably well ___ Fair ___ Not very well ___ Poorly ___ Not maintained at all ___ It is falling down ___
Not had any problem. The contract has incentives for them to maintain the facility.

10. Did you have to retrofit the facility due to the clean air act amendments? *N/A* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low ___ Reasonable ___ High ___ Unreasonably high ___

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low ___ Reasonable ___ High ___ Unreasonably high ___

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

12. Have you had any other capital projects that were performed by the Proposer? *Yes* If yes, please explain and provide the dollar amount(s).

T/G installation for \$ 36 million, heat recovery upgrade for \$ 8 million, NOx recirculation for \$ 7 million

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

How would you characterize their performance on these capital projects? Excellent ___ Good___

Fair___ Not good___ Poor___

They perform the projects on a cost plus basis with a cap. They have eaten money above the cap.

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable_ ☒ ___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

Excellent. We rebid in 1999 and added the T/G. GVRD came out quite well.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable___ Tries to take advantage at every opportunity___

Never had a problem. Its very rare that we look at the contract.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Close to ten.*

Additional Comments on Proposers's performance:

We are very happy with them. If we built another one, we would like to have them involved.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Montenay* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 3, 2006*

Reference City/County/Agency Name: *York County Solid Waste & Refuse Authority, PA*

Reference Person's Name: *Bill Ehrman*

Title and Phone Number: *Executive Director, 717-845-1066*

Type & Size of Facility: *Mass burn, O'Connor rotary combustors, 1,344 tpd, 3 furnaces*

Date of Commercial Operation of Facility: *1989*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor?
Westinghouse

When did Proposer start operating the facility? *November 1998*

If the Proposer was not the original operator, what caused the change? *Westinghouse go out of the waste-to-energy business.*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Yes*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ✓ Excellent partnership ✓ Good working relationship ___ Poor working relationship ___ Almost no relationship ___ At odds a good deals of the time ___ Very Poor ___ Wish they would leave ___ Other (explain)
Excellent partners

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ✓ Very fair in dealing with community regarding contractual matters ✓ Fair in all business transactions ___ Not always trustworthy ___ Usually tries to stretch interpretations to his own economic advantage ___ Always tries to get more money than he deserves or is entitled to ___ Don't trust them at all ___ Other (explain)
They are ethical, management does a good job.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

4. How well has the Proposer managed litter? *They do a good job on-site. They are very responsive to spills, etc.*

5. How well has the Proposer managed odors? *Per the design, they have negative pressure and they keep the doors closed when not operating. Never had any odor complaints.*

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there___ The facility is a great neighbor_✓_ The facility is a good neighbor___ The neighbors never complain___ We get an occasional neighbor complaint___ A few complaints from neighbors are received each year___ We get routine complaints from the neighbors___ The neighbors do not like the facility operation___ The neighbors want us to buy their properties___
There is a 24 hour hotline. In 2005 there were five complaints, all not traced to the facility.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always___ Almost always_✓_ Most of the time___ There are frequent violations___ Permit compliance is not a priority___
No facility is always

7b. What permit requirements are most frequently not complied with? *Almost all are data availability issues, they happen infrequently. No emission issues.*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always___ Most of the time_✓_ Sometimes___ There are no performance guarantees___
The biggest non-compliance is that the moisture content of the ash is too high.

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent___ Very well_✓_ Reasonably well___ Fair___ Not very well___ Poorly___ Not maintained at all___ It is falling down___

10. Did you have to retrofit the facility due to the clean air act amendments? *No* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low___ Reasonable___ High___ Unreasonably high___

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *Yes* If yes, please explain and provide the dollar amount(s)
The Authority decided to add mercury control before it was required by law.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize these charges? Low___ Reasonable_ ☒ ___ High___ Unreasonably high___

12. Have you had any other capital projects that were performed by the Proposer? *None* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

How would you characterize their performance on these capital projects? Excellent ___ Good ___

Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable_ ☒ ___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___
When they took over from Westinghouse, Steve Passage was very prepared. He is a good, but tough negotiator.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable_ ☒ ___ Tries to take advantage at every opportunity___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Eight to nine*

Additional Comments on Proposers' performance:

The question that was missing was "Given the opportunity, would you use them again?: Had that question been asked, my answer would be Yes.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Wheelabrator* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 15, 2006*

Reference City/County/Agency Name: *Solid Waste Committee, Hudson Falls, NY*

Reference Person's Name: *Steve Lynch*

Title and Phone Number: *Administrator for the County's who own the facility.*

Type & Size of Facility: *Mass burn, 500 tpd, 2 furnaces*

Date of Commercial Operation of Facility: *1993*

Was Proposer the Design/Build contractor? *No* If No, who was the design/build contractor? *Foster Wheeler*

When did Proposer start operating the facility? *October 2003*

If the Proposer was not the original operator, what caused the change? *The County's were very unhappy with Foster Wheeler who owned the facility. The County's struck a deal with Foster Wheeler that if the County found a replacement operator, Foster Wheeler would sell the facility to the County's.*

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented___ Excellent partnership___ ☒___ Good working relationship___ Poor working relationship___ Almost no relationship___ At odds a good deals of the time___ Very Poor___ Wish they would leave___ Other (explain) *They go out of their way. This year they are donating \$ 75 per kid to the secrete santa program.*

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards___ Very fair in dealing with community regarding contractual matters___ Fair in all business transactions___ Not always trustworthy___ Usually tries to stretch interpretations to his own economic advantage___ Always tries to get more money than he deserves or is entitled to___ Don't trust them at all___ Other (explain) *Excellent*

4. How well has the Proposer managed litter? *Very well*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

5. How well has the Proposer managed odors?

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain__ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties ____
As positive a relationship with the neighbors as any WTE facility has.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always ✓ Almost always__ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always ✓ Most of the time__ Sometimes__ There are no performance guarantees__
100% Well above the guarantees

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent__ Very well ✓ Reasonably well__ Fair__ Not very well__ Poorly__ Not maintained at all__ It is falling down__
They are doing things on their own initiative so that they can exceed the guarantees.

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low__ Reasonable__ High__ Unreasonably high__
Before Wheelabrator started operating

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low__ Reasonable__ High__ Unreasonably high__

12. Have you had any other capital projects that were performed by the Proposer? *Yes* If yes, please explain and provide the dollar amount(s) *Over \$ 1 million in various improvements*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize these charges? Low ✓ Reasonable ___ High ___ Unreasonably high ___
How would you characterize their performance on these capital projects? Excellent ___ Good ___
Fair ___ Not good ___ Poor ___
Wheelabrator has paid over 80%

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable ___ Reasonable ___ Somewhat Difficult ___ Very Difficult ___ Tried to take advantage at every opportunity ___ We gave up trying ___
Very reasonable

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly ___ Reasonable ___ Tries to take advantage at every opportunity ___
Very straightforward

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers' performance:
Everything very improved since Wheelabrator began operating the facility.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Wheelabrator* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 13, 2006*

Reference City/County/Agency Name: *Town of Lisbon, CT*

Reference Person's Name: *Thomas Sparkman*

Title and Phone Number: *First Selectman, 860-376-3400*

Type & Size of Facility: *I do not know*

Date of Commercial Operation of Facility: *I do not know*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *I do not know.*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Excellent*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ☒ Excellent partnership _____ Good working relationship _____ Poor working relationship _____ Almost no relationship _____ At odds a good deals of the time _____ Very Poor _____ Wish they would leave _____ Other (explain)

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ☒ Very fair in dealing with community regarding contractual matters _____ Fair in all business transactions _____ Not always trustworthy _____ Usually tries to stretch interpretations to his own economic advantage _____ Always tries to get more money than he deserves or is entitled to _____ Don't trust them at all _____ Other (explain)

4. How well has the Proposer managed litter? *Always right on top of it.*

5. How well has the Proposer managed odors? *Very few complaints about odors from the facility.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there___ The facility is a great neighbor___ The facility is a good neighbor_ ☒ ___ The neighbors never complain___ We get an occasional neighbor complaint___ A few complaints from neighbors are received each year___ We get routine complaints from the neighbors___ The neighbors do not like the facility operation___ The neighbors want us to buy their properties ___

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_ ☒ _ *As far as he knows* Almost always___ Most of the time___ There are frequent violations___ Permit compliance is not a priority___

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always_ ☒ ___ Most of the time___ Sometimes___ There are no performance guarantees___

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent_ ☒ ___ Very well___ Reasonably well___ Fair___ Not very well___ Poorly___ Not maintained at all___ It is falling down___

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low___ Reasonable___ High___ Unreasonably high___
I do not know any of the specifics. There was no cost increase to Lisbon, as the host community, we pay no tipping fee.

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent___ Good___
Fair___ Not good___ Poor___

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

13. Have you had to amend the service agreement? *Not to my knowledge* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly_✓___ Reasonable___ Tries to take advantage at every opportunity___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers's performance:

As a neighbor and partner in the community, every community organization, civic organization and the schools have benefited. They are always available to help fund worthwhile projects. Wheelabrator Lisbon, a Waste Management company, owns the facility.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Wheelabrator* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 7, 2006*

Reference City/County/Agency Name: *Pinellas County, FL*

Reference Person's Name: *Pursuant to instructions from the County, CDM interviewed Don Castro*

Title and Phone Number: *Vice President, HDR, Pinellas County's engineer of record for the Pinellas County waste-to-energy facility. 813-282-2404*

Type & Size of Facility: *Mass burn, Martin grates, 3,000 tpd, 3 furnaces*

Date of Commercial Operation of Facility: *1983*

Was Proposer the Design/Build contractor? *Yes. If No, who was the design/build contractor?*

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Yes*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ___ Excellent partnership ___ Good working relationship ☒ Poor working relationship ☒ Almost no relationship ___ At odds a good deals of the time ___ Very Poor ___ Wish they would leave ___ Other (explain) ___

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ___ Very fair in dealing with community regarding contractual matters ___ Fair in all business transactions ___ Not always trustworthy ☒ Usually tries to stretch interpretations to his own economic advantage ___ Always tries to get more money than he deserves or is entitled to ___ Don't trust them at all ___ Other (explain) ___

4. How well has the Proposer managed litter? *Fairly well. There have been no litter problems from the facility*

5. How well has the Proposer managed odors? *Very well. I am not aware of any odor complaints*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there__ The facility is a great neighbor__ The facility is a good neighbor__ The neighbors never complain_√_ We get an occasional neighbor complaint__ A few complaints from neighbors are received each year__ We get routine complaints from the neighbors__ The neighbors do not like the facility operation__ The neighbors want us to buy their properties____
Occasional neighbor complaint about noise, may also be because of on-site landfill.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always__ Almost always_√_ Most of the time__ There are frequent violations__ Permit compliance is not a priority__

7b. What permit requirements are most frequently not complied with? *Varies*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always____ Most of the time_√_ Sometimes____ There are no performance guarantees____

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent____ Very well____ Reasonably well____ Fair_√_ Not very well____ Poorly____ Not maintained at all____ It is falling down____

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 89 million* How was the cost determined? *Negotiated lump sum* How would you characterize the cost? Low____ Reasonable____ High_√_ Unreasonably high____

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *Yes* If yes, please explain and provide the dollar amount(s)
Wheelabrator claimed that the avoided electrical capacity payments were to be shared. As a settlement, the County paid Wheelabrator \$ 55 million to rehabilitate the boilers.

How would you characterize these charges? Low____ Reasonable_√_ High____ Unreasonably high____

12. Have you had any other capital projects that were performed by the Proposer? *Yes* If yes, please explain and provide the dollar amount(s). *There was a boiler water makeup water pretreatment project in 2002 for approximately \$ 600,000.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize these charges? Low___ Reasonable_✓___ High___ Unreasonably high___
How would you characterize their performance on these capital projects? Excellent ___ Good ___
Fair___ Not good___ Poor___

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult_✓___ Tried to take advantage at every opportunity___ We gave up trying___

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable___ Tries to take advantage at every opportunity_✓___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Seven*

Additional Comments on Proposers's performance:

None

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Wheelabrator* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 16, 2006*

Reference City/County/Agency Name: *Spokane Regional Solid Waste Systems, Spokane, WA*

Reference Person's Name: *Damon Taam*

Title and Phone Number: *System Contract Manager, 509-625-6580*

Type & Size of Facility: *Mass burn, 800 tpd, 2 units*

Date of Commercial Operation of Facility: *Nov. 21, 1991*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very good*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented___ Excellent partnership___ Good working relationship ✓ Poor working relationship___ Almost no relationship___ At odds a good deals of the time___ Very Poor___ Wish they would leave___ Other (explain) *We work through issues like a marriage*

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards___ Very fair in dealing with community regarding contractual matters ✓ Fair in all business transactions___ Not always trustworthy___ Usually tries to stretch interpretations to his own economic advantage___ Always tries to get more money than he deserves or is entitled to___ Don't trust them at all___ Other (explain)

4. How well has the Proposer managed litter? *Very well, not a problem. They have an aggressive program. They do a good job.*

5. How well has the Proposer managed odors? *Very well. No odors. Buildings are under negative pressure.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there___ The facility is a great neighbor_✓_ The facility is a good neighbor___ The neighbors never complain___ We get an occasional neighbor complaint___ A few complaints from neighbors are received each year___ We get routine complaints from the neighbors___ The neighbors do not like the facility operation___ The neighbors want us to buy their properties___
The neighbors do not think the facility is a problem. Cars dumping trash at the neighbors is a problem.

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_✓_ Almost always___ Most of the time___ There are frequent violations___ Permit compliance is not a priority___

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always_✓_ Most of the time___ Sometimes___ There are no performance guarantees___
They pretty much always meet them. Throughput guarantee approx. 248,000 tpy, they run in the 275,000 tpy range. Electric generation guarantee is 505 kwh/ton, they run in the 515-520 kwh/ton range.

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent___ Very well_✓_ Reasonably well___ Fair___ Not very well___ Poorly___ Not maintained at all___ It is falling down___
There are some issues, but they do not affect performance.

10. Did you have to retrofit the facility due to the clean air act amendments? *No* What was the cost of the retrofit? _____ How was the cost determined? _____ How would you characterize the cost? Low___ Reasonable___ High___ Unreasonably high___

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? _____ If yes, please explain and provide the dollar amount(s). *None*

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

12. Have you had any other capital projects that were performed by the Proposer? If yes, please explain and provide the dollar amount(s). *Yes a lot of them, VFD fans, carbon injection, upgraded CEMs, upgraded baggouses.*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize these charges? Low___ Reasonable___ High √ Unreasonably high___

The contract provides that Wheelabrator gets 20% profit, which we think is high.

How would you characterize their performance on these capital projects? Excellent___ Good___
Fair___ Not good___ Poor___ *The paperwork from corporate is slow.*

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable___ Reasonable___ Somewhat Difficult___ Very Difficult___ Tried to take advantage at every opportunity___ We gave up trying___
Very well. There was a change in the interpretation of prevailing wage, maintenance is considered capital improvements subject to prevailing wage. They cost share this extra expense.

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly___ Reasonable √___ Tries to take advantage at every opportunity___

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? *No* If yes, please explain

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Nine*

Additional Comments on Proposers's performance:

We have been pretty happy. There have been disagreements but they work through them. We would like to see more spare parts on-site than they have. They are a different company with the Waste Management influence.

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

PART A - DATA

Proposer's Name: *Wheelabrator* Interviewer's Name *Paul Stoller* Date of Interview: *Nov. 16, 2006*

Reference City/County/Agency Name: *City of Tampa, FL*

Reference Person's Name: *David McCary*

Title and Phone Number: *Director of the Department of Solid Waste, 813-348-1148*

Type & Size of Facility: *Mass burn, 1,000 tpd, 4 furnaces*

Date of Commercial Operation of Facility: *1985*

Was Proposer the Design/Build contractor? *Yes* If No, who was the design/build contractor?

When did Proposer start operating the facility? *At startup*

If the Proposer was not the original operator, what caused the change?

PART B - OPINIONS

1. Is the Proposer responsive to requests for information? *Very responsive. Never a hesitation.*

2. To characterize the relationship between your community and the Proposer which of the following best describes that relationship?

Very client /community oriented ☒ Excellent partnership ☒ Good working relationship ☐ Poor working relationship ☐ Almost no relationship ☐ At odds a good deals of the time ☐ Very Poor ☐ Wish they would leave ☐ Other (explain)
They are very much aware of the community. they take pride in cleanliness.

3. To characterize the Proposer's Business Ethics, which of the following most closely describes your opinion?

Demonstrates highest ethical standards ☒ Very fair in dealing with community regarding contractual matters ☐ Fair in all business transactions ☐ Not always trustworthy ☐ Usually tries to stretch interpretations to his own economic advantage ☐ Always tries to get more money than he deserves or is entitled to ☐ Don't trust them at all ☐ Other (explain)
They do not compromise on ethics

4. How well has the Proposer managed litter? *They get complements, they is a neighboring park*

5. How well has the Proposer managed odors? *No odors at all*

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

6. To characterize how the neighbors feel about the facility and the Proposer's operation of it, which of the following best describes the facility neighbors attitudes?

Don't even know the facility is there___ The facility is a great neighbor_√_ The facility is a good neighbor___ The neighbors never complain___ We get an occasional neighbor complaint___ A few complaints from neighbors are received each year___ We get routine complaints from the neighbors___ The neighbors do not like the facility operation___ The neighbors want us to buy their properties___
They have been very receptive to working with the neighbors

7a. Which of the following best describes how well the facility stays in compliance with all permit requirements?

Always_√_ Almost always___ Most of the time___ There are frequent violations___ Permit compliance is not a priority___

7b. What permit requirements are most frequently not complied with? *N/A*

8. Which of the following best describes how well the Proposer meets the performance guarantees contained in the service agreement?

Always___√___ Most of the time___ Sometimes___ There are no performance guarantees___

9. Which of the following best describes how well has the Proposer maintains your facility?

Excellent_√_ Very well___ Reasonably well___ Fair___ Not very well___ Poorly___ Not maintained at all___ It is falling down___

10. Did you have to retrofit the facility due to the clean air act amendments? *Yes* What was the cost of the retrofit? *\$ 100 million* How was the cost determined? *Negotiated lump sum* How would you characterize the cost? Low___ Reasonable_√_ High___ Unreasonably high___

11. Aside from the clean air act retrofit, have you had any other foreseen or unforeseen charges? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

12. Have you had any other capital projects that were performed by the Proposer? *No* If yes, please explain and provide the dollar amount(s)

How would you characterize these charges? Low___ Reasonable___ High___ Unreasonably high___

**Pinellas County WTE Facility Operator Reprocurement
Client Reference Check Form**

How would you characterize their performance on these capital projects? Excellent ____ Good ____
Fair__ Not good__ Poor__

13. Have you had to amend the service agreement? *Yes* How would you characterize how the Proposer acted during the amendment process? Very Agreeable__ Reasonable_✓__ Somewhat Difficult__ Very Difficult__ Tried to take advantage at every opportunity__ We gave up trying__

14. How would you characterize how the Proposer interprets your service agreement? Very Fairly__ Reasonable__ Tries to take advantage at every opportunity__
Very reasonable. Currently adding eddy current separator, they were very reasonable working it out.

15. Has the contracting entity been involved in any lawsuits and/or arbitration proceedings against the Proposer? If yes, please explain
No

16. Overall, on a scale of 1 to 10 with 10 being the best, how would you rate your community's overall satisfaction with the Proposer? *Ten*

Additional Comments on Proposers's performance:

It is very clear that they are committed to excellence. Their standard as to the City of Tampa is very high. If the City had to do it all over again, they would chose the same team.



Appendix C

**Appendix C to CDM's Report
Covanta's Changes to Proposal Form 7**

**PROPOSAL FORM 7
Letter of Credit**

October 30, 2006_____, 2007

Amount: Three Million and No/100 U.S. Dollars (U.S. \$ 3,000,000.00) Letter of Credit No.

Beneficiary:

Pinellas County, Florida
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Attn: Joseph Lauro, Director of Purchasing

Applicant:

Covanta Energy Corporation
40 Lane Road
Fairfield, NJ 07004

Account Party: _____ ("Contractor")

Payee: ~~Pinellas County, Florida~~

_____ Attn:

Ladies and Gentlemen:

At the request and on instructions of Covanta, Energy Corporation, ("CONTRACTOR"), JPMorgan Chase Bank, N.A. ("ISSUING BANK") _____ ("Contractor"), _____
(~~"Issuing Bank"~~) hereby establishes in favor of Pinellas County, Florida (the "County") this Irrevocable Letter of Credit ("LOC") No. CTCS-290795 in the aggregate amount of THREE MILLION DOLLARS (U.S. \$ 3,000,000.00).

All demands for payment hereunder may be made in whole or in part from time to time by presentation to the Issuing Bank of one or more drafts at sight, each of which shall be in the form of Exhibit A attached hereto, accompanied by a certificate signed by an officer of the County (or one describing himself/herself therein as such) in the form of Exhibit B attached hereto. The total of all amounts paid hereunder ~~All such drafts hereunder together~~ shall not exceed three million U.S. dollars (\$3,000,000.00) in the aggregate.

All demands for payment hereunder, together with any documents presented to Issuing Bank in

*Proposal Form 7
Page 1 of 7*

Pinellas County, FL
Final Request for Proposals
Revision 0

Appendix C to CDM's Report
Covanta's Changes to Proposal Form 7

connection therewith, as well as all notices and other communications to Issuing Bank in respect of this LOC, shall be in writing, shall make specific reference to this LOC by Number CPCS-290795, and shall be addressed and presented or personally delivered to the Issuing Bank, Address: 300 South Riverside Plaza, Mail Code IL1-0236, Chicago, IL 60606-0236, Attn: Standby Letter of Credit Unit.
_____, Attn: _____, with copies to: (i) _____, Attn: _____
_____ and (ii) _____, Attn: _____. Such documents, notices, and other communications shall be personally delivered or mailed by registered mail to Issuing Bank. Issuing Bank reserves the right to change the address for notices hereunder by delivering written notice of any such change to the County at the address above.

Conforming draft and certificates presented to and received by the Issuing Bank before 12:00 noon on any Business Day will be paid on the next following business day. As used herein, the term "Business Day" means any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed, and a day on which payments can be effected on the Fedwire system.

THE MAXIMUM LIABILITY OF THE ISSUING BANK UNDER THIS LOC IS EXPRESSLY LIMITED TO AND SHALL NOT EXCEED THE SUM OF THREE MILLION DOLLARS (\$3,000,000.00).

This LOC is irrevocable and shall expire upon (and may not be modified or terminated by the Issuing Bank prior to) May 7, 2007.

This LOC shall become null and void and be of no further force and effect upon the earlier to occur of (i) the Issuing Bank's payment in full of its obligations hereunder, or (ii) the expiration of this LOC in accordance with its terms, whereupon, in either case, the County shall deliver to the Issuing Bank the executed original hereof; provided, however, failure to return such executed original of the LOC shall have no effect on the expiration ~~application~~ of this LOC.

This LOC may not be transferred in whole or in part.

~~We hereby agree to provide prompt written notice to the County of the occurrence of any downgrade, withdrawal or suspension of the rating or ratings applicable to the Issuing Bank or its ultimate parent corporation from any such rating in place on the date of issuance hereof by any one or more of Standard and Poor's, Moody's Investors Service or Fitch Ratings.~~

This LOC sets forth in full the terms of Issuing Bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein (except the Uniform Customs (hereinafter defined)) or in which this LOC is referred to or to which this LOC relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

Unless otherwise expressly stated, this LOC is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication No. 500 (the "Uniform Customs"). This LOC shall be deemed to be issued under ~~a contract made under the laws~~ of the State of Florida and shall, as to matters not governed by the Uniform Customs, be governed by

Proposal Form 7
Page 1 of 7

**Appendix C to CDM's Report
Covanta's Changes to Proposal Form 7**

and construed in accordance with the laws of said State, without regard to principles of conflicts of law.

Very truly yours,
JP Morgan Chase Bank, N.A. [ISSUING BANK]

By: _____

Name: _____

Title: _____

1150703.04

**Appendix C to CDM's Report
Covanta's Changes to Proposal Form 7**

EXHIBIT A

To JPMorgan Chase Bank, N.A. Letter of Credit No. CTCS-290795
[Letterhead of Pinellas County]

[Date]

JPMorgan Chase Bank, N.A.
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Dept.

~~[Insert Bank Name—Letter of Credit Issuer]~~

~~[Insert Address]~~

~~Attn: Letter of Credit Dept.~~

Re: Draw Request - Letter of Credit No. CTCS-290795

Dear Sirs:

This letter constitutes a demand for payment under the above referenced Letter of Credit. Attached hereto is the original Certificate required by the Letter of Credit.

DRAFT AMOUNT: \$[Insert Drawdown Amount]

PLEASE IMMEDIATELY WIRE TRANSFER DRAW PROCEEDS IN THE ABOVE AMOUNT AS
FOLLOWS:

Payee: Pinellas County, Florida

Bank: [Insert name and address of Pinellas County's bank]

ABA Number: _____

Credit to: [Insert name of Pinellas County's bank account]
 Account No: _____

Notification Please notify [insert name of County contact person],
Contact: phone: _____, when wire is sent.

**Appendix C to CDM's Report
Covanta's Changes to Proposal Form 7**

Please contact the undersigned if you have questions.

Sincerely,
Pinellas County, Florida

By: _____

Name:

Title: County Administrator

**Appendix C to CDM's Report
Covanta's Changes to Proposal Form 7
EXHIBIT B**

To JPMorgan Chase Bank, N.A. Letter of Credit No. CTCS-290795
[Letterhead of Pinellas County]

[Date]

JPMorgan Chase Bank, N.A.
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Dept.

CERTIFICATE OF PINELLAS COUNTY, FLORIDA

PINELLAS COUNTY, FLORIDA (the "County") hereby demands payment in the amount of _____ DOLLARS (\$) _____ under Irrevocable Letter of Credit No. _____ issued by JPMorgan Chase Bank, N.A. _____ and dated [Issue Date] _____. The total amount of all prior draws under said Letter of Credit ("LOC") is \$ _____, which, together with this draw, do not exceed the maximum amount of the LOC.

g) The County hereby certifies that the Contractor's Proposal was recommended to the Pinellas County Board of County Commissioners, and the Contractor failed to deliver: ~~(Issuing Bank shall strike through the items not covered by the Letter of Credit):~~

- a) The Performance Bond to the Service Agreement;
- b) Two Letters of Credit to the Service Agreement;
- c) Guaranty for the Service Agreement to be executed by _____;
- d) Proof of insurance required by the Service Agreement
- e) The Payment and Performance Bonds to the Construction Agreement;
- f) Guaranty for the Construction Agreement to be executed by _____;
- g) Proof of insurance required by the Construction Agreement

in accordance with the terms of the Final RFP, and in the event of the failure of the Principal to deliver one or more of the above in accordance with the terms of the Final RFP, and the Contractor has not paid (or has paid only a portion) to the County the difference (expressed as a positive number), not to exceed three million dollars, between (i) the amount of the Net Present Value of the Contractor's Proposal as calculated in accordance with the Final RFP and (ii) such larger amount of the Net Present Value of another Proposal as calculated in accordance with the Final RFP for which the County may in good faith contract with another party to perform the Work covered by said Proposal, and the above stated amount is what is due and owing by the Issuing Bank pursuant to the above calculation less amounts paid by the Contractor to the County (if any),

IN WITNESS WHEREOF, the undersigned duly authorized officer of the County has executed this certificate as of the date set forth below.

Proposal Form 7
Page 1 of 7

Appendix C to CDM's Report
Covanta's Changes to Proposal Form 7
PINELLAS COUNTY, FLORIDA

Date: _____

By: _____

Name:

County Administrator

**Appendix C to CDM's Report
Montenay's Changes to Proposal Form 7**

**PROPOSAL FORM 7
Letter of Credit**

Date: October 30, 2006 _____, 2007

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68000931
APPLICANT REFERENCE NUMBER: BFBS PINELLAS

<u>Beneficiary</u>	<u>Applicant</u>
<u>Pinellas County, Florida</u>	<u>Veolia ES Pinellas, Inc.</u>
<u>South Fort Harrison Avenue</u>	<u>One Pennsylvania Plaza</u>
<u>Sixth Floor</u>	<u>Suite 4400</u>
<u>Clearwater, FL 33756</u>	<u>New York, NY 10119</u>
	<u>Issuing Bank</u>
	<u>Bank of America, N.A.</u>
	<u>1 Fleet Way</u>
	<u>PA6-580-02-30</u>
	<u>Scranton, PA 18507-1999</u>
	<u>Amount</u>
	<u>USD 3,000,000.00</u>
	<u>Three Million and 00/100's US Dollars</u>
	<u>Expiration</u>
	<u>May 7, 2007</u>
	<u>Bank of America Counters</u>

Amount: Three Million Dollars (U.S. \$ 3,000,000.00) _____ Letter of Credit No. _____

Account Party: _____ ("Contractor")

Payee: Pinellas County, Florida

_____ Attn:

Gentlemen:

At the request and on instructions of Veolia ES Pinellas, Inc. _____ ("Contractor"), Bank of America, N.A. _____ ("Issuing Bank") hereby establishes in favor of Pinellas County, Florida (the "County") this Irrevocable Letter of Credit ("LOC") in the aggregate amount of THREE MILLION DOLLARS (\$ 3,000,000.00).

All demands for payment hereunder may be made in whole or in part from time to time by

*Proposal Form 7
Page 1 of 5*

Pinellas County, FL
Final Request for Proposals
Revision 0

Appendix C to CDM's Report
Montenay's Changes to Proposal Form 7

presentation to the Issuing Bank of one or more drafts at sight, each of which shall be in the form of Exhibit A attached hereto, accompanied by a certificate signed by an officer of the County (or one describing himself/herself therein as such) in the form of Exhibit B attached hereto. All such drafts hereunder together shall not exceed three million dollars (\$3,000,000.00) in the aggregate.

All demands for payment hereunder, together with any documents presented to Issuing Bank in connection therewith, as well as all notices and other communications to Issuing Bank in respect of this LOC, shall be in writing, shall make specific reference to this LOC by number, and shall be addressed and presented or personally delivered to the Issuing Bank, Address: 1 Fleet Way, Scranton, PA 18507, Attn: Global Trade Opers. - Standby Unit., Attn: _____ with copies to: (i) _____, Attn: _____ and (ii) _____ Attn: _____. Such documents, notices, and other communications shall be personally delivered or mailed by registered mail to Issuing Bank. Issuing Bank reserves the right to change the address for notices hereunder by delivering written notice of any such change to the County at the address above.

Conforming draft and certificates presented to and received by the Issuing Bank before 12:00 noon on any Business Day will be paid that Day.

THE MAXIMUM LIABILITY OF THE ISSUING BANK UNDER THIS LOC IS EXPRESSLY LIMITED TO AND SHALL NOT EXCEED THE SUM OF THREE MILLION DOLLARS (\$3,000,000.00).

This LOC is irrevocable and shall expire upon (and may not be modified or terminated by the Issuing Bank prior to) May 7, 2007.

This LOC shall become null and void and be of no further force and effect upon the earlier to occur of (i) the Issuing Bank's payment in full of its obligations hereunder or (ii) the expiration of this LOC in accordance with its terms, whereupon, in either case, the County shall deliver to the Issuing Bank the executed original hereof; provided, however, failure to return such executed original of the LOC shall have no effect on the application of this LOC.

This LOC may not be transferred in whole or in part.

We hereby agree to provide prompt written notice to the County of the occurrence of any downgrade, withdrawal or suspension of the rating or ratings applicable to the Issuing Bank or its ultimate parent corporation from any such rating in place on the date of issuance hereof by any one or more of Standard and Poor's, Moody's Investors Service or Fitch Ratings.

This LOC sets forth in full the terms of Issuing Bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein (except the Uniform Customs (hereinafter defined)) or in which this LOC is referred to or to which this LOC relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

Unless otherwise expressly stated, this LOC is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication No. 500 (the "Uniform Customs"). This LOC shall be deemed to be a contract made under the laws of the State of Florida and shall, as to matters not governed by the Uniform Customs, be governed by and construed

Proposal Form 7
Page 1 of 5

Appendix C to CDM's Report
Montenay's Changes to Proposal Form 7
in accordance with the laws of said State, without regard to principles of conflicts of law.

Very truly yours,

Bank of America, N.A. [ISSUING BANK]

By: _____

Name:

Title:

1150703.04

**Appendix C to CDM's Report
Montenay's Changes to Proposal Form 7**

EXHIBIT A

[Letterhead of Pinellas County]

[Date]

[Insert Bank Name - Letter of Credit Issuer]

[Insert Address]

Attn: Letter of Credit Dept.

Re: Draw Request - Letter of Credit No. 68000931_____

Dear Sirs:

This letter constitutes a demand for payment under the above referenced Letter of Credit. Attached hereto is the original Certificate required by the Letter of Credit.

DRAFT AMOUNT: \$[Insert Drawdown Amount]

PLEASE IMMEDIATELY WIRE TRANSFER DRAW PROCEEDS IN THE ABOVE AMOUNT AS FOLLOWS:

Payee: Pinellas County, Florida

Bank: [Insert name and address of Pinellas County's bank]

ABA Number: _____

Credit to: [Insert name of Pinellas County's bank account]
Account No: _____

Notification Please notify [insert name of County contact person],
Contact: phone: _____, when wire is sent.

Please contact the undersigned if you have questions.

Sincerely,

Name:
County Administrator

**Appendix C to CDM's Report
Montenay's Changes to Proposal Form 7
EXHIBIT B**

CERTIFICATE OF PINELLAS COUNTY, FLORIDA

PINELLAS COUNTY, FLORIDA (the "County") hereby demands payment in the amount of _____ DOLLARS (\$_____) under Irrevocable Letter of Credit No. _____ issued by _____ and dated _____. The total amount of all prior draws under said Letter of Credit ("LOC") is \$_____, which, together with this draw, do not exceed the maximum amount of the LOC.

g)The County hereby certifies that the Contractor's Proposal was recommended to the Pinellas County Board of County Commissioners, and the Contractor failed to deliver (Issuing Bank shall strike through the items not covered by the Letter of Credit):

- a) ~~The Performance Bond to the Service Agreement;~~
- b) Two Letters of Credit to the Service Agreement;
- c) Guaranty for the Service Agreement to be executed by Veolia ES Waste-to-Energy, Inc._____;
- d) Proof of insurance required by the Service Agreement
- e) ~~The Payment and Performance Bonds to the Construction Agreement;~~
- f) Guaranty for the Construction Agreement to be executed by Veolia ES Waste-to-Energy, Inc._____;
- g) Proof of insurance required by the Construction Agreement

in accordance with the terms of the Final RFP, and in the event of the failure of the Principal to deliver one or more of the above in accordance with the terms of the Final RFP, and the Contractor has not paid (or has paid only a portion) to the County the difference (expressed as a positive number), not to exceed three million dollars, between (i) the amount of the Net Present Value of the Contractor's Proposal as calculated in accordance with the Final RFP and (ii) such larger amount of the Net Present Value of another Proposal as calculated in accordance with the Final RFP for which the County may in good faith contract with another party to perform the Work covered by said Proposal, and the above stated amount is what is due and owing by the Issuing Bank pursuant to the above calculation less amounts paid by the Contractor to the County (if any),

IN WITNESS WHEREOF, the undersigned duly authorized officer of the County has executed this certificate as of the date set forth below.

PINELLAS COUNTY, FLORIDA

Date: _____

By: _____

Name:

County Administrator

**Appendix C to CDM's Report
Wheelabrator's Changes to Proposal Form 7**

**PROPOSAL FORM 7
Letter of Credit**

ISSUE DATE: October 16, 2006, 2007

Amount: Three Million Dollars (U.S. \$ 3,000,000.00)

Letter of Credit No. F849138

Account Party: Wheelabrator Pinellas, Inc. ("Contractor")

Payee: Pinellas County, Florida
Director, Solid Waste Operations, Pinellas County Utilities
3095 114th Avenue North
St. Petersburg, FL 33716

Attn:

Gentlemen:

At the request and on instructions of Wheelabrator Pinellas, Inc. ("Contractor"),
Suntrust Bank ("Issuing Bank") hereby establishes in favor of Pinellas County,
Florida (the "County") this Irrevocable Letter of Credit ("LOC") in the aggregate amount of THREE
MILLION DOLLARS (\$ 3,000,000.00).

All demands for payment hereunder may be made in whole or in part from time to time by
presentation to the Issuing Bank of one or more drafts at sight, each of which shall be in the form of
Exhibit A attached hereto, accompanied by a certificate signed by an officer of the County (or one
describing himself/herself therein as such) in the form of Exhibit B attached hereto. All such drafts
hereunder together shall not exceed three million dollars (\$3,000,000.00) in the aggregate.

All demands for payment hereunder, together with any documents presented to Issuing Bank in
connection therewith, as well as all notices and other communications to Issuing Bank in respect of
this LOC, shall be in writing, shall make specific reference to this LOC by number, and shall be
addressed and presented or personally delivered to the Issuing Bank at Suntrust Bank, 25 Park Place,
16th Floor, MC: GA-ATL-3706, Attn: Standby LC Dept., Atlanta, GA 30303. Address:
Attn: _____, with copies to: (i) Attn: _____
and (ii) _____, Attn: _____. Such documents,
notices, and other communications shall be personally delivered or mailed by registered mail to
Issuing Bank. Issuing Bank reserves the right to change the address for notices hereunder by
delivering written notice of any such change to the County at the address above.

Appendix C to CDM's Report
Wheelabrator's Changes to Proposal Form 7

Conforming draft and certificates presented to and received by the Issuing Bank before 12:00 noon on any Business Day will be paid that Day.

THE MAXIMUM LIABILITY OF THE ISSUING BANK UNDER THIS LOC IS EXPRESSLY LIMITED TO AND SHALL NOT EXCEED THE SUM OF THREE MILLION DOLLARS (\$3,000,000.00).

This LOC is irrevocable and shall expire upon (and may not be modified or terminated by the Issuing Bank prior to) May 7, 2007.

This LOC shall become null and void and be of no further force and effect upon the earlier to occur of (i) the Issuing Bank's payment in full of its obligations hereunder or (ii) the expiration of this LOC in accordance with its terms, whereupon, in either case, the County shall deliver to the Issuing Bank the executed original hereof; provided, however, failure to return such executed original of the LOC shall have no effect on the application of this LOC.

This LOC may not be transferred in whole or in part.

We hereby agree to provide prompt written notice to the County of the occurrence of any downgrade, withdrawal or suspension of the rating or ratings applicable to the Issuing Bank or its ultimate parent corporation from any such rating in place on the date of issuance hereof by any one or more of Standard and Poor's, Moody's Investors Service or Fitch Ratings.

This LOC sets forth in full the terms of Issuing Bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein (except the Uniform Customs (hereinafter defined)) or in which this LOC is referred to or to which this LOC relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

Unless otherwise expressly stated, this LOC is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication No. 500 (the "Uniform Customs"). This LOC shall be deemed to be a contract made under the laws of the State of Florida and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of law.

We hereby certify that this is a manually signed duplicate copy of our original letter of credit.

Very truly yours,

SUNTRUST BANK [ISSUING BANK]

By: _____
Name: Dale Toothill
Title: AVP

1150703.04

Proposal Form 7
Page 4 of 4

**Appendix C to CDM's Report
Wheelabrator's Changes to Proposal Form 7**

*Proposal Form 7
Page 4 of 4*

**Appendix C to CDM's Report
Wheelabrator's Changes to Proposal Form 7**

EXHIBIT A

[Letterhead of Pinellas County]

[Date]

Suntrust Bank
25 Park Place, 16th Floor, MC: GA-ATL-3706
Atlanta, GA 30303

Attn: Letter of Credit Department

~~{Insert Bank Name – Letter of Credit Issuer}~~
~~{Insert Address}~~
~~_____ Attn: Letter of Credit Dept.~~

Re: Draw Request – Letter of Credit No. F849138_____

Dear Sirs:

This letter constitutes a demand for payment under the above referenced Letter of Credit. Attached hereto is the original Certificate required by the Letter of Credit.

DRAFT AMOUNT: \$[Insert Drawdown Amount]

PLEASE IMMEDIATELY WIRE TRANSFER DRAW PROCEEDS IN THE ABOVE AMOUNT AS FOLLOWS:

Payee: Pinellas County, Florida

Bank: [Insert name and address of Pinellas County's bank]

ABA Number: _____

Credit to: [Insert name of Pinellas County's bank account]

Account No: _____

Notification Please notify [insert name of County contact person],
Contact: phone: _____, when wire is sent.

Please contact the undersigned if you have questions.

Sincerely,

*Proposal Form 7
Page 4 of 4*

**Appendix C to CDM's Report
Wheelabrator's Changes to Proposal Form 7**

Name:
County Administrator

EXHIBIT B

CERTIFICATE OF PINELLAS COUNTY, FLORIDA

PINELLAS COUNTY, FLORIDA (the "County") hereby demands payment in the amount of _____ DOLLARS (\$) under Irrevocable Letter of Credit No. F849138 issued by Suntrust Bank and dated October 16, 2006. and dated _____. The total amount of all prior draws under said Letter of Credit ("LOC") is \$_____, which, together with this draw, do not exceed the maximum amount of the LOC.

The County hereby certifies that the Contractor's Proposal was recommended to the Pinellas County Board of County Commissioners, and the Contractor failed to deliver (Issuing Bank shall strike through the items not covered by the Letter of Credit):

- a) The Performance Bond to the Service Agreement;
- b) Two Letters of Credit to the Service Agreement;
- c) Guaranty for the Service Agreement to be executed by _____;
- d) Proof of insurance required by the Service Agreement
- e) The Payment and Performance Bonds to the Construction Agreement;
- f) Guaranty for the Construction Agreement to be executed by _____;;
- g) Proof of insurance required by the Construction Agreement

in accordance with the terms of the Final RFP, and in the event of the failure of the Principal to deliver one or more of the above in accordance with the terms of the Final RFP, and the Contractor has not paid (or has paid only a portion) to the County the difference (expressed as a positive number), not to exceed three million dollars, between (i) the amount of the Net Present Value of the Contractor's Proposal as calculated in accordance with the Final RFP -and (ii) such larger amount of the Net Present Value of another Proposal as calculated in accordance with the Final RFP for which the County may in good faith contract with another party to perform the Work covered by said Proposal, and the above stated amount is what is due and owing by the Issuing Bank pursuant to the above calculation less amounts paid by the Contractor to the County (if any),

IN WITNESS WHEREOF, the undersigned duly authorized officer of the County has executed this certificate as of the date set forth below.

PINELLAS COUNTY, FLORIDA

Date: _____

By: _____

Name:
County Administrator

*Proposal Form 7
Page 4 of 4*

**Appendix C to CDM's Report
Wheelabrator's Changes to Proposal Form 7**



Appendix D

Pinellas County
WTE Facility Operator Reprocurement
Cost Proposal Evaluation summary

Proposer	Net Present Value (NPV) of Proposal	Lowest NPV Divided By Proposer's NPV	Score
Covanta	\$217,500,387	0.932	9.32
Montenay	\$202,815,200	1.00	10.00
Wheelabrator	\$240,660,954	0.843	8.43

Score for the Lowest NPV = 10

Score for the Second Lowest NPV = (Lowest NPV divided by Second Lowest NPV) times 10

Score for the Third Lowest NPV = (Lowest NPV divided by Third Lowest NPV) times 10

Pinellas County
WTE Facility Operator Reprocurement
Proposal Cost Evaluation Assumptions

Item	Amount
1. Inflation rate	2.68%
2. Discount rate	7.945%
3. Sales price for electric energy (dollars per kwh)	0.024
4. Purchase price for natural gas (dollars per therm)	1.35
5. Purchase price for pebble lime (dollars per ton)	147.00
6. Purchase price for urea (dollars per gallon)	1.00
7. Purchase price for carbon (dollars per ton)	600.00
9. Purchase price for electricity (dollars per kwh)	0.049
10. Cost of Process Water (dollars per one thousand gallons)	3.00
11. Sewer use charge (dollars per one thousand gallons)	8.10
12. Cost to Cure the Secondary Punch List Item(s) and the Extended Punch List Items(s)	Zero dollars and zero cents
13. Cost of chemicals used to treat Pond A water	Zero dollars and zero cents
14. Sales price for Ferrous Metal and Non-Ferrous Metal	Zero dollars and zero cents
15. Other Pass Through Costs set forth in Section 8.2.6 of the Service Agreement	Zero dollars and zero cents
16. Adjustments set forth in Section 8.2.7 of the Service Agreement	Zero dollars and zero cents
17. All above dollar amounts and the Processing Fee entered into Section 2 of the Service Agreement are all as of September 2006 and shall be escalated from that date to the start of each Billing Year	N/A
18. The Service Fee for each Billing Year shall be discounted back to September 2006	N/A
19. The Total Capital Project Price entered into Section 2 of the Construction Agreement is as of September 2006 and shall be added directly to the Net Present Value of the Service Fee that has been discounted back to the same date	N/A
20. The amount of Processible Waste Processed during a Billing Year of 12 months equals	920,000 Tons
21. FY 2007 starts on October 1, 2006 and ends on September 30, 2007 and the Commencement Date occurs on May 6, 2007 at 12:00 a.m., therefore, for evaluation purposes, there are 5 months of Processing Processible Waste in the Billing Year 1 equal to	383,000 Tons
22. FY 2025 starts on October 1, 2024 and ends on September 30, 2025 and the Service Agreement ends at midnight on December 31, 2024, therefore, for evaluation purposes, there are 3 months of Processing Processible Waste in the Billing Year 19 equal to	230,000 Tons
23. The Contractor is paid the Monthly Lime Softening O&M Fee through the end of April 30, 2010	Payments are for: (i) 5 months in Billing Year 1; (ii) 12 months in Billing Year 2; (iii) 12 months in Billing Year 3 and (iv) 7 months in Billing Year 4

Note: The assumptions set forth above, including without limitation, unit cost and unit revenues and the escalation rates, are for evaluation purposes only, they do not represent the County's expectations and neither the assumptions nor the calculated costs and revenues that appear in the other worksheets in this workbook are to be relied upon by any Proposer.

Pinellas County
WTE Facility Operator Reprocurement
Escalation And Discount Factors

Billing Year	Escalation Factor to be applied for Billing Year	Discount Factor to be applied for Billing Year
1	1.56%	0.9625
2	2.68%	0.8917
3	5.43%	0.8260
4	8.26%	0.7652
5	11.16%	0.7089
6	14.14%	0.6567
7	17.20%	0.6084
8	20.34%	0.5636
9	23.56%	0.5221
10	26.87%	0.4837
11	30.27%	0.4481
12	33.77%	0.4151
13	37.35%	0.3846
14	41.03%	0.3563
15	44.81%	0.3300
16	48.69%	0.3057
17	52.68%	0.2832
18	56.77%	0.2624
19	60.97%	0.2431

Pinellas County
WTE Facility Operator Reprocurement
Escalated Common Unit Costs Prices

Billing Year	Unit cost of natural gas (\$/therm)	Unit cost of pebble lime (\$/Ton)	Unit cost of urea (\$/gallon)	Unit cost of carbon (\$/Ton)	Unit cost of purchased electricity (\$/kwh)	Unit cost of Process Water (\$/1,000 gallons)	Unit cost of Process Wastewater discharged to sewer (\$/1,000 gallons)	Sales price for electricity (\$/kwh)
1	\$1.37	\$149.30	\$1.02	\$609.38	\$0.0498	\$3.05	\$8.23	\$0.0244
2	\$1.39	\$150.94	\$1.03	\$616.08	\$0.0503	\$3.08	\$8.32	\$0.0246
3	\$1.42	\$154.98	\$1.05	\$632.59	\$0.0517	\$3.16	\$8.54	\$0.0253
4	\$1.46	\$159.14	\$1.08	\$649.54	\$0.0530	\$3.25	\$8.77	\$0.0260
5	\$1.50	\$163.40	\$1.11	\$666.95	\$0.0545	\$3.33	\$9.00	\$0.0267
6	\$1.54	\$167.78	\$1.14	\$684.83	\$0.0559	\$3.42	\$9.25	\$0.0274
7	\$1.58	\$172.28	\$1.17	\$703.18	\$0.0574	\$3.52	\$9.49	\$0.0281
8	\$1.62	\$176.90	\$1.20	\$722.03	\$0.0590	\$3.61	\$9.75	\$0.0289
9	\$1.67	\$181.64	\$1.24	\$741.38	\$0.0605	\$3.71	\$10.01	\$0.0297
10	\$1.71	\$186.50	\$1.27	\$761.24	\$0.0622	\$3.81	\$10.28	\$0.0304
11	\$1.76	\$191.50	\$1.30	\$781.65	\$0.0638	\$3.91	\$10.55	\$0.0313
12	\$1.81	\$196.64	\$1.34	\$802.59	\$0.0655	\$4.01	\$10.84	\$0.0321
13	\$1.85	\$201.91	\$1.37	\$824.10	\$0.0673	\$4.12	\$11.13	\$0.0330
14	\$1.90	\$207.32	\$1.41	\$846.19	\$0.0691	\$4.23	\$11.42	\$0.0338
15	\$1.95	\$212.87	\$1.45	\$868.87	\$0.0710	\$4.34	\$11.73	\$0.0348
16	\$2.01	\$218.58	\$1.49	\$892.15	\$0.0729	\$4.46	\$12.04	\$0.0357
17	\$2.06	\$224.44	\$1.53	\$916.06	\$0.0748	\$4.58	\$12.37	\$0.0366
18	\$2.12	\$230.45	\$1.57	\$940.61	\$0.0768	\$4.70	\$12.70	\$0.0376
19	\$2.17	\$236.63	\$1.61	\$965.82	\$0.0789	\$4.83	\$13.04	\$0.0386

Unit prices for each commodity from Assumptions worksheet are escalated from September 2006 to May 1, 2007 for Billing Year 1 by the escalation rate.
Unit prices for each commodity from Assumptions worksheet are escalated from May 1, 2007 to September 30, 2007 for Billing Year 2 by the escalation rate.
Unit prices for each commodity from Assumptions worksheet are escalated from October 1 to September 30 for Billing Years 3 through 19 by the escalation rate.

Pinellas County
WTE Facility Operator Reprocurement
Covanta's Proposed Values

Item	Where Amount Comes From	Amount for Covanta	Source
1. Price for Processing a Ton of Processible Waste	Section 2 of the Service Agreement	\$24.00	Definition of Processing Fee
2. Amount of electricity sold per Ton of Processible Waste Processed	Electric Energy Recovery Guarantee (kilowatt-hours per Ton of Processible Waste Processed)	502	Schedule 2 to the Service Agreement
3. Amount of natural gas used in a 12 month Billing Year	Natural Gas Utilization Guarantee (therms during a Billing Year)	500,000	Schedule 2 to the Service Agreement
4. Amount of pebble lime used per Ton of Processible Waste Processed	Pebble Lime Utilization Guarantee (pounds of Pebble Lime (CaO - 90% reactive) per Ton of Processible Waste Processed)	20	Schedule 2 to the Service Agreement
5. Amount of urea used per Ton of Processible Waste Processed	Urea Utilization Guarantee (gallon of Urea per Ton of Processible Waste Processed)	0.00	Schedule 2 to the Service Agreement
6. Amount of carbon used per Ton of Processible Waste Processed	Carbon Utilization Guarantee (pound of carbon per Ton of Processible Waste Processed)	0.66	Schedule 2 to the Service Agreement
7. Amount of purchased electricity used in a 12 month Billing Year	Purchased Electricity Guarantee (kilowatt-hours of electricity during a Billing Year)	360,000	Schedule 2 to the Service Agreement
8. Amount of Process Water used per Ton of Processible Waste Processed	Process Water Utilization Guarantee (gallons per Ton of Processible Waste Processed)	565	Schedule 2 to the Service Agreement
9. Amount of Process Wastewater discharged to sewer per Ton of Processible Waste Processed	Process Wastewater Utilization Guarantee (gallons per Ton of Processible Waste Processed)	50	Schedule 2 to the Service Agreement
10. Monthly Lime Softening O&M Fee	Section 2 of the Service Agreement	\$3,000.00	Definition of Monthly Lime Softening O&M Fee
11. County's share of electric energy revenues on the first 350,000 MWH	Section 8.2.4 of the Service Agreement	90%	Section 8.2.3 of the Service Agreement
12. County's share of electric energy revenues on MWH greater than 350,000 MWH of electric energy annually	Section 8.2.4 of the Service Agreement	90%	Section 8.2.3 of the Service Agreement
13. Cost to construct all of the Exhibits pursuant to the Construction Agreement	Section 2 of the Construction Agreement	\$34,400,000.00	Definition on Total Capital Project Price

**Pinellas County
WTE Facility Operator Reprocurement
Covanta Escalated Values**

Billing Year	Processing Fee (\$/Ton)	Monthly Lime Softening O&M Fee
1	\$24.38	\$3,046.90
2	\$24.64	\$3,080.40
3	\$25.30	\$3,162.95
4	\$25.98	\$3,247.72
5	\$26.68	N/A
6	\$27.39	N/A
7	\$28.13	N/A
8	\$28.88	N/A
9	\$29.66	N/A
10	\$30.45	N/A
11	\$31.27	N/A
12	\$32.10	N/A
13	\$32.96	N/A
14	\$33.85	N/A
15	\$34.75	N/A
16	\$35.69	N/A
17	\$36.64	N/A
18	\$37.62	N/A
19	\$38.63	N/A

The Processing Fee and the Monthly Lime Softening O&M Fee from Covanta Inputs worksheet are escalated from September, 2006 to May 1, 2007 for Billing Year 1 by the escalation rate.
The Processing Fee and the Monthly Lime Softening O&M Fee from Covanta Inputs worksheet are escalated from May 1, 2007 to September 30, 2007 for Billing Year 2 by the escalation rate.
The Processing Fee from Covanta Inputs worksheet are escalated from October 1 to September 30 for Billing Years 3 through 19 by the escalation rate.
The Monthly Lime Softening O&M Fee from Covanta Inputs worksheet are escalated from October 1 to September 30 for Billing Years 3 and 4 by the escalation rate.

Pinellas County
WTE Facility Operator Reprocurement
Calculation of the Net Present Value of Covanta's Proposal

Item	Billing Year 1	Billing Year 2	Billing Year 3	Billing Year 4	Billing Year 5	Billing Year 6	Billing Year 7	Billing Year 8	Billing Year 9	Billing Year 10	Billing Year 11	Billing Year 12	Billing Year 13	Billing Year 14	Billing Year 15	Billing Year 16	Billing Year 17	Billing Year 18	Billing Year 19
1. Quantity of Processible Waste Processed in Fiscal Year (Tons)	383,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	230,000
2. Cost of the Processing Fee for Billing Year	\$ 9,337,540	\$ 22,668,800	\$ 23,276,000	\$ 23,901,600	\$ 24,545,600	\$ 25,198,800	\$ 25,879,600	\$ 26,569,600	\$ 27,287,200	\$ 28,014,000	\$ 28,768,400	\$ 29,532,000	\$ 30,323,200	\$ 31,142,000	\$ 31,970,000	\$ 32,834,800	\$ 33,708,800	\$ 34,610,400	\$ 8,884,900
3. Cost of natural gas used in Billing Year	\$ 285,417	\$ 695,000	\$ 710,000	\$ 730,000	\$ 750,000	\$ 770,000	\$ 790,000	\$ 810,000	\$ 835,000	\$ 855,000	\$ 880,000	\$ 905,000	\$ 925,000	\$ 950,000	\$ 975,000	\$ 1,005,000	\$ 1,030,000	\$ 1,060,000	\$ 271,250
4. Cost of pebble lime used in Billing Year	\$ 571,819	\$ 1,388,648	\$ 1,425,816	\$ 1,464,088	\$ 1,503,280	\$ 1,543,576	\$ 1,584,976	\$ 1,627,480	\$ 1,671,088	\$ 1,715,800	\$ 1,761,800	\$ 1,809,088	\$ 1,857,572	\$ 1,907,344	\$ 1,958,404	\$ 2,010,936	\$ 2,064,848	\$ 2,120,140	\$ 544,249
5. Cost of urea used in Billing Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Cost of carbon used in Billing Year	\$ 77,020	\$ 187,042	\$ 192,054	\$ 197,200	\$ 202,486	\$ 207,914	\$ 213,485	\$ 219,208	\$ 225,083	\$ 231,112	\$ 237,309	\$ 243,666	\$ 250,197	\$ 256,903	\$ 263,789	\$ 270,857	\$ 278,116	\$ 285,569	\$ 73,306
7. Cost of electricity purchased in Billing Year	\$ 7,470	\$ 18,108	\$ 18,612	\$ 19,080	\$ 19,620	\$ 20,124	\$ 20,664	\$ 21,240	\$ 21,780	\$ 22,392	\$ 22,968	\$ 23,580	\$ 24,228	\$ 24,876	\$ 25,560	\$ 26,244	\$ 26,928	\$ 27,648	\$ 7,101
8. Cost of Process Water used in Billing Year	\$ 660,005	\$ 1,600,984	\$ 1,642,588	\$ 1,689,350	\$ 1,730,934	\$ 1,777,716	\$ 1,829,698	\$ 1,876,478	\$ 1,928,458	\$ 1,980,438	\$ 2,032,418	\$ 2,084,398	\$ 2,141,576	\$ 2,198,754	\$ 2,255,932	\$ 2,318,308	\$ 2,380,684	\$ 2,443,060	\$ 627,659
9. Cost of Process Wastewater discharged to sewer in Billing Year	\$ 157,605	\$ 382,720	\$ 392,840	\$ 403,420	\$ 414,000	\$ 425,500	\$ 436,540	\$ 448,500	\$ 460,460	\$ 472,880	\$ 485,300	\$ 498,640	\$ 511,980	\$ 525,320	\$ 539,580	\$ 553,840	\$ 569,020	\$ 584,200	\$ 149,960
10. Cost of Monthly Lime Softening O&M Fee in Billing Year	\$ 15,235	\$ 36,985	\$ 37,955	\$ 22,734	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
11. County's share of electric energy revenues on the first 350,000 MWH in a Billing Year	\$ 4,222,161	\$ 7,749,000	\$ 7,989,500	\$ 8,190,000	\$ 8,410,500	\$ 8,631,000	\$ 8,851,500	\$ 9,103,500	\$ 9,355,500	\$ 9,576,000	\$ 9,859,500	\$ 10,111,500	\$ 10,395,000	\$ 10,647,000	\$ 10,962,000	\$ 11,245,500	\$ 11,529,000	\$ 11,844,000	\$ 4,011,080
12. County's share of electric energy revenues on electric energy above 350,000 MWH in a Billing Year	\$ -	\$ 2,476,138	\$ 2,546,597	\$ 2,617,058	\$ 2,667,515	\$ 2,757,974	\$ 2,828,434	\$ 2,908,958	\$ 2,989,483	\$ 3,059,942	\$ 3,150,533	\$ 3,231,058	\$ 3,321,648	\$ 3,402,173	\$ 3,502,829	\$ 3,593,419	\$ 3,684,010	\$ 3,784,666	\$ -
13. Service Fee for Billing Year	\$ 8,889,948	\$ 16,753,129	\$ 17,179,749	\$ 17,620,416	\$ 18,067,905	\$ 18,554,656	\$ 19,075,028	\$ 19,560,048	\$ 20,084,086	\$ 20,655,680	\$ 21,178,162	\$ 21,753,815	\$ 22,317,105	\$ 22,958,024	\$ 23,523,436	\$ 24,181,068	\$ 24,845,386	\$ 25,502,352	\$ 6,547,344
14. Discounted value of Service Fee for Billing Year	\$ 8,831,575	\$ 14,938,765	\$ 14,190,473	\$ 13,483,143	\$ 12,808,338	\$ 12,184,843	\$ 11,605,247	\$ 11,024,043	\$ 10,485,901	\$ 9,991,152	\$ 9,489,934	\$ 9,030,008	\$ 8,583,158	\$ 8,179,232	\$ 7,762,734	\$ 7,392,152	\$ 7,036,213	\$ 6,691,817	\$ 1,591,659
15. Net Present Value of the Service Fee	\$ 183,100,387																		
16. Total Capital Project Price	\$ 34,400,000																		
17. Net Present Value of Proposal	\$ 217,500,387																		

Calculation of Lines

All Lines for Billing Year 1 are prorated for operating for five months in that Billing Year and all Lines for Billing Year 19 are prorated for operating three months in that Billing Year

Line 1 = 920,000 Tons

Line 2 = Line 1 for that Billing Year times the Processing Fee for that Billing Year

Line 3 = The Natural Gas Utilization Guarantee times the unit cost for natural gas for that Billing Year.

Year 1 equals Natural Gas Utilization Guarantee/12 months times 5 months times the unit cost for natural gas for that Billing Year.

Year 19 equals Natural Gas Utilization Guarantee/12 months times 3 months times the unit cost for natural gas for that Billing Year.

Line 4 = The Pebble Lime Utilization Guarantee times the unit cost (divided by 2,000) for pebble lime for that Billing Year times Line 1 for that Billing Year.

Line 5 = The Urea Utilization Guarantee times the unit cost for urea for that Billing Year times Line 1 for that Billing Year

Line 6 = The Carbon Utilization Guarantee times the unit cost (divided by 2000) for carbon for that Billing Year times Line 1 for that Billing Year

Line 7 = The Purchased Electricity Guarantee times the unit cost for purchased electricity for that Billing Year

Year 1 equals Purchased Electricity Guarantee/12 months times 5 months times the unit cost for purchased electricity for that Billing Year.

Year 19 equals Purchased Electricity Guarantee/12 months times 3 months times the unit cost for purchased electricity for that Billing Year.

Line 8 = The Process Water Utilization Guarantee times the unit cost (divided by 1000) for Process Water for that Billing Year times Line 1 for that Billing Year

Line 9 = The Process Wastewater Utilization Guarantee times the unit cost (divided by 1000) for Process Wastewater for that Billing Year times Line 1 for that Billing Year

Line 10 = The Monthly Lime Softening O&M Fee for that Billing Year times the number of months operated for that Billing Year

Line 11 = Calculated using the applicable percentage pursuant to Section 8.2.3 of the Service Agreement times the Electric Energy Recovery Guarantee times Line 1 up to 350,000,000 KWH times the applicable sales price of electricity for that Billing Year

Line 12 = Calculated using the applicable percentage pursuant to Section 8.2.3 of the Service Agreement times the Electric Energy Recovery Guarantee times Line 1 minus 350,000,000 KWH times the applicable sales price of electricity for that Billing Year

Lines 11 & 12 = Revenues from electricity generated in a Billing Year are assumed to be received in that Billing Year.

Line 13 = Line 2 plus Line 3 plus Line 4 plus Line 5 plus Line 6 plus Line 7 plus Line 8 plus Line 9 plus Line 10 minus Line 11 minus Line 12

Line 14 = Line 13 times the Discount Factor for that Billing Year

Line 15 = Sum of Line 14

Line 16 = From the definition of Total Capital Project Price contained in Section 2 of the Construction Agreement

Line 17 = Line 15 plus Line 16

The division by 2,000 in Lines 4 and 6 is to change the dollars per unit cost from dollars per ton to dollars per pound.

The division by 1,000 in Lines 8 and 9 is to change the dollars per unit cost from dollars per thousand gallons to dollars per gallon.

Pinellas County
WTE Facility Operator Reprocurement
Montenay's Proposed Values

Item	Where Amount Comes From	Amount for Montenay	Source
1. Price for Processing a Ton of Processible Waste	Section 2 of the Service Agreement	\$17.40	Definition of Processing Fee
2. Amount of electricity sold per Ton of Processible Waste Processed	Electric Energy Recovery Guarantee (kilowatt-hours per Ton of Processible Waste Processed)	500	Schedule 2 to the Service Agreement
3. Amount of natural gas used in a 12 month Billing Year	Natural Gas Utilization Guarantee (therms during a Billing Year)	0.00	Schedule 2 to the Service Agreement
4. Amount of pebble lime used per Ton of Processible Waste Processed	Pebble Lime Utilization Guarantee (pounds of Pebble Lime (CaO - 90% reactive) per Ton of Processible Waste Processed)	18	Schedule 2 to the Service Agreement
5. Amount of urea used per Ton of Processible Waste Processed	Urea Utilization Guarantee (gallon of Urea per Ton of Processible Waste Processed)	0.20	Schedule 2 to the Service Agreement
6. Amount of carbon used per Ton of Processible Waste Processed	Carbon Utilization Guarantee (pound of carbon per Ton of Processible Waste Processed)	0.66	Schedule 2 to the Service Agreement
7. Amount of purchased electricity used in a 12 month Billing Year	Purchased Electricity Guarantee (kilowatt-hours of electricity during a Billing Year)	0.00	Schedule 2 to the Service Agreement
8. Amount of Process Water used per Ton of Processible Waste Processed	Process Water Utilization Guarantee (gallons per Ton of Processible Waste Processed)	585	Schedule 2 to the Service Agreement
9. Amount of Process Wastewater discharged to sewer per Ton of Processible Waste Processed	Process Wastewater Utilization Guarantee (gallons per Ton of Processible Waste Processed)	20	Schedule 2 to the Service Agreement
10. Monthly Lime Softening O&M Fee	Section 2 of the Service Agreement	\$0.00	Definition of Monthly Lime Softening O&M Fee
11. County's share of electric energy revenues on the first 350,000 MWH	Section 8.2.4 of the Service Agreement	90%	Section 8.2.3 of the Service Agreement
12. County's share of electric energy revenues on MWH greater than 350,000 MWH of electric energy annually	Section 8.2.4 of the Service Agreement	60%	Section 8.2.3 of the Service Agreement
13. Cost to construct all of the Exhibits pursuant to the Construction Agreement	Total Capital Project Price	\$88,300,000.00	Section 2 of the Construction Agreement

**Pinellas County
WTE Facility Operator Reprocurement
Montenay Escalated Values**

Billing Year	Processing Fee (\$/Ton)	Monthly Lime Softening O&M Fee
1	\$17.67	\$0.00
7	\$17.87	\$0.00
8	\$18.35	\$0.00
9	\$18.84	\$0.00
10	\$19.34	N/A
11	\$19.86	N/A
12	\$20.39	N/A
13	\$20.94	N/A
14	\$21.50	N/A
15	\$22.08	N/A
16	\$22.67	N/A
17	\$23.28	N/A
18	\$23.90	N/A
19	\$24.54	N/A
20	\$25.20	N/A
21	\$25.87	N/A
22	\$26.57	N/A
23	\$27.28	N/A
24	\$28.01	N/A

The Processing Fee and the Monthly Lime Softening O&M Fee from Montenay Inputs worksheet are escalated from September, 2006 to May 1, 2007 for Billing Year 1 by the escalation rate.
The Processing Fee and the Monthly Lime Softening O&M Fee from Montenay Inputs worksheet are escalated from May 1, 2007 to September 30, 2007 for Billing Year 2 by the escalation rate.
The Processing Fee from Montenay Inputs worksheet are escalated from October 1 to September 30 for Billing Years 3 through 19 by the escalation rate.
The Monthly Lime Softening O&M Fee from Montenay Inputs worksheet are escalated from October 1 to September 30 for Billing Years 3 and 4 by the escalation rate.

Pinellas County
WTE Facility Operator Reprourement
Calculation of the Net Present Value of Montenay's Proposal

Item	Billing Year 1	Billing Year 2	Billing Year 3	Billing Year 4	Billing Year 5	Billing Year 6	Billing Year 7	Billing Year 8	Billing Year 9	Billing Year 10	Billing Year 11	Billing Year 12	Billing Year 13	Billing Year 14	Billing Year 15	Billing Year 16	Billing Year 17	Billing Year 18	Billing Year 19
1. Quantity of Processable Waste Processed in Fiscal Year (Tons)	383,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	230,000
2. Cost of the Processing Fee for Billing Year	\$ 6,767,810	\$ 16,440,400	\$ 16,882,000	\$ 17,332,800	\$ 17,792,800	\$ 18,271,200	\$ 18,758,800	\$ 19,264,800	\$ 19,780,000	\$ 20,313,600	\$ 20,856,400	\$ 21,417,600	\$ 21,988,000	\$ 22,576,800	\$ 23,184,000	\$ 23,800,400	\$ 24,444,400	\$ 25,097,900	\$ 6,442,300
3. Cost of natural gas used in Billing Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Cost of pebble lime used in Billing Year	\$ 514,637	\$ 1,249,783	\$ 1,283,234	\$ 1,317,679	\$ 1,352,952	\$ 1,389,218	\$ 1,426,478	\$ 1,464,732	\$ 1,503,979	\$ 1,544,220	\$ 1,585,620	\$ 1,628,179	\$ 1,671,815	\$ 1,716,810	\$ 1,762,664	\$ 1,809,842	\$ 1,858,363	\$ 1,908,126	\$ 489,824
5. Cost of urea used in Billing Year	\$ 78,132	\$ 189,520	\$ 193,200	\$ 198,720	\$ 204,240	\$ 209,760	\$ 215,280	\$ 220,800	\$ 226,160	\$ 233,680	\$ 239,200	\$ 246,560	\$ 252,080	\$ 259,440	\$ 266,800	\$ 274,160	\$ 281,520	\$ 288,880	\$ 74,060
6. Cost of carbon used in Billing Year	\$ 77,020	\$ 187,042	\$ 192,054	\$ 197,200	\$ 202,486	\$ 207,914	\$ 213,485	\$ 219,208	\$ 225,083	\$ 231,112	\$ 237,309	\$ 243,666	\$ 250,197	\$ 256,903	\$ 263,789	\$ 270,857	\$ 278,116	\$ 285,569	\$ 73,306
7. Cost of electricity purchased in Billing Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Cost of Process Water used in Billing Year	\$ 683,368	\$ 1,657,656	\$ 1,700,712	\$ 1,749,150	\$ 1,792,208	\$ 1,840,844	\$ 1,894,464	\$ 1,942,902	\$ 1,996,722	\$ 2,050,542	\$ 2,104,362	\$ 2,158,182	\$ 2,217,384	\$ 2,276,586	\$ 2,335,788	\$ 2,400,372	\$ 2,464,956	\$ 2,529,540	\$ 649,877
9. Cost of Process Wastewater discharged to sewer in Billing Year	\$ 63,042	\$ 153,088	\$ 157,136	\$ 161,368	\$ 165,600	\$ 170,200	\$ 174,616	\$ 179,400	\$ 184,184	\$ 189,152	\$ 194,120	\$ 199,456	\$ 204,792	\$ 210,128	\$ 215,832	\$ 221,536	\$ 227,608	\$ 233,680	\$ 59,984
10. Cost of Monthly Lime Softening O&M Fee in Billing Year	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
11. County's share of electric energy revenues on the first 350,000 MWH in a Billing Year	\$ 4,205,340	\$ 7,749,000	\$ 7,969,500	\$ 8,190,000	\$ 8,410,500	\$ 8,631,000	\$ 8,851,500	\$ 9,103,500	\$ 9,355,500	\$ 9,576,000	\$ 9,859,500	\$ 10,111,500	\$ 10,395,000	\$ 10,847,000	\$ 10,962,000	\$ 11,245,500	\$ 11,529,000	\$ 11,844,000	\$ 3,995,100
12. County's share of electric energy revenues on electric energy above 350,000 MWH in a Billing Year	\$ -	\$ 1,623,600	\$ 1,669,800	\$ 1,716,000	\$ 1,762,200	\$ 1,808,400	\$ 1,854,600	\$ 1,907,400	\$ 1,960,200	\$ 2,006,400	\$ 2,055,800	\$ 2,118,600	\$ 2,178,000	\$ 2,230,800	\$ 2,296,800	\$ 2,356,200	\$ 2,415,600	\$ 2,481,600	\$ -
13. Service Fee for Billing Year	\$ 3,978,468	\$ 10,504,889	\$ 10,769,037	\$ 11,050,918	\$ 11,337,584	\$ 11,649,537	\$ 11,977,024	\$ 12,280,942	\$ 12,602,428	\$ 12,979,906	\$ 13,291,711	\$ 13,663,544	\$ 14,011,268	\$ 14,418,667	\$ 14,769,973	\$ 15,175,467	\$ 15,610,363	\$ 16,017,795	\$ 3,794,250
14. Discounted value of Service Fee for Billing Year	\$ 3,829,276	\$ 9,367,210	\$ 8,895,224	\$ 8,456,162	\$ 8,037,213	\$ 7,650,251	\$ 7,286,821	\$ 6,921,539	\$ 6,579,728	\$ 6,278,381	\$ 5,956,016	\$ 5,671,737	\$ 5,388,734	\$ 5,137,371	\$ 4,874,091	\$ 4,639,140	\$ 4,420,855	\$ 4,203,069	\$ 922,382
15. Net Present Value of the Service Fee	\$ 114,515,200																		
16. Total Capital Project Price	\$ 88,300,000																		
17. Net Present Value of Proposal	\$ 202,815,200																		

Calculation of Lines

All Lines for Billing Year 1 are prorated for operating for five months in that Billing Year and all Lines for Billing Year 19 are prorated for operating three months in that Billing Year

Line 1 = 920,000 Tons

Line 2 = Line 1 for that Billing Year times the Processing Fee for that Billing Year

Line 3 = The Natural Gas Utilization Guarantee times the unit cost for natural gas for that Billing Year.

Year 1 equals Natural Gas Utilization Guarantee/12 months times 5 months times the unit cost for natural gas for that Billing Year.

Year 19 equals Natural Gas Utilization Guarantee/12 months times 3 months times the unit cost for natural gas for that Billing Year.

Line 4 = The Pebble Lime Utilization Guarantee times the unit cost (divided by 2000) for pebble lime for that Billing Year times Line 1 for that Billing Year

Line 5 = The Urea Utilization Guarantee times the unit cost for urea for that Billing Year times Line 1 for that Billing Year

Line 6 = The Carbon Utilization Guarantee times the unit cost (divided by 2000) for carbon for that Billing Year times Line 1 for that Billing Year

Line 7 = The Purchased Electricity Guarantee times the unit cost for purchased electricity for that Billing Year

Year 1 equals Purchased Electricity Guarantee/12 months times 5 months times the unit cost for purchased electricity for that Billing Year.

Year 19 equals Purchased Electricity Guarantee/12 months times 3 months times the unit cost for purchased electricity for that Billing Year.

Line 8 = The Process Water Utilization Guarantee times the unit cost (divided by 1000) for Process Water for that Billing Year times Line 1 for that Billing Year

Line 9 = The Process Wastewater Utilization Guarantee times the unit cost (divided by 1000) for Process Wastewater for that Billing Year times Line 1 for that Billing Year

Line 10 = The Monthly Lime Softening O&M Fee for that Billing Year times the number of months operated for that Billing Year

Line 11 = Calculated using the applicable percentage pursuant to Section 8.2.3 of the Service Agreement times the Electric Energy Recovery Guarantee times Line 1 up to 350,000,000 KWH times the applicable sales price of electricity for that Billing Year

Line 12 = Calculated using the applicable percentage pursuant to Section 8.2.3 of the Service Agreement times the Electric Energy Recovery Guarantee times Line 1 minus 350,000,000 KWH times the applicable sales price of electricity for that Billing Year

Lines 11 & 12 = Revenues from electricity generated in a Billing Year are assumed to be received in that Billing Year.

Line 13 = Line 2 plus Line 3 plus Line 4 plus Line 5 plus Line 6 plus Line 7 plus Line 8 plus Line 9 plus Line 10 minus Line 11 minus Line 12

Line 14 = Line 13 times the Discount Factor for that Billing Year

Line 15 = Sum of Line 14

Line 16 = From the definition of Total Capital Project Price contained in Section 2 of the Construction Agreement

Line 17 = Line 15 plus Line 16

The division by 2,000 in Lines 4 and 6 is to change the dollars per unit cost from dollars per ton to dollars per pound.

The division by 1,000 in Lines 8 and 9 is to change the dollars per unit cost from dollars per thousand gallons to dollars per gallon.

**Pinellas County
WTE Facility Operator Reprocurement
Wheelabrator's Proposed Values**

Item	Where Amount Comes From	Amount for Wheelabrator	Source
1. Price for Processing a Ton of Processible Waste	Section 2 of the Service Agreement	\$19.74	Definition of Processing Fee
2. Amount of electricity sold per Ton of Processible Waste Processed	Electric Energy Recovery Guarantee (kilowatt-hours per Ton of Processible Waste Processed)	490	Schedule 2 to the Service Agreement
3. Amount of natural gas used in a 12 month Billing Year	Natural Gas Utilization Guarantee (therms during a Billing Year)	1,000,000	Schedule 2 to the Service Agreement
4. Amount of pebble lime used per Ton of Processible Waste Processed	Pebble Lime Utilization Guarantee (pounds of Pebble Lime (CaO - 90% reactive) per Ton of Processible Waste Processed)	20	Schedule 2 to the Service Agreement
5. Amount of urea used per Ton of Processible Waste Processed	Urea Utilization Guarantee (gallon of Urea per Ton of Processible Waste Processed)	0.20	Schedule 2 to the Service Agreement
6. Amount of carbon used per Ton of Processible Waste Processed	Carbon Utilization Guarantee (pound of carbon per Ton of Processible Waste Processed)	0.66	Schedule 2 to the Service Agreement
7. Amount of purchased electricity used in a 12 month Billing Year	Purchased Electricity Guarantee (kilowatt-hours of electricity during a Billing Year)	360,000	Schedule 2 to the Service Agreement
8. Amount of Process Water used per Ton of Processible Waste Processed	Process Water Utilization Guarantee (gallons per Ton of Processible Waste Processed)	650	Schedule 2 to the Service Agreement
9. Amount of Process Wastewater discharged to sewer per Ton of Processible Waste Processed	Process Wastewater Utilization Guarantee (gallons per Ton of Processible Waste Processed)	110	Schedule 2 to the Service Agreement
10. Monthly Lime Softening O&M Fee	Section 2 of the Service Agreement	\$2,500	Definition of Monthly Lime Softening O&M Fee
11. County's share of electric energy revenues on the first 350,000 MWH	Section 8.2.4 of the Service Agreement	100%	Section 8.2.3 of the Service Agreement
12. County's share of electric energy revenues on MWH greater than 350,000 MWH of electric energy annually	Section 8.2.4 of the Service Agreement	100%	Section 8.2.3 of the Service Agreement
13. Cost to construct all of the Exhibits pursuant to the Construction Agreement	Total Capital Project Price	\$93,838,437.00	Section 2 of the Construction Agreement

**Pinellas County
WTE Facility Operator Reprocurement
Wheelabrator Escalated Values**

Billing Year	Processing Fee (\$/Ton)	Monthly Lime Softening O&M Fee
1	\$20.05	\$2,539.08
2	\$20.27	\$2,567.00
3	\$20.81	\$2,635.80
4	\$21.37	\$2,706.43
5	\$21.94	N/A
6	\$22.53	N/A
7	\$23.13	N/A
8	\$23.75	N/A
9	\$24.39	N/A
10	\$25.04	N/A
11	\$25.72	N/A
12	\$26.41	N/A
13	\$27.11	N/A
14	\$27.84	N/A
15	\$28.59	N/A
16	\$29.35	N/A
17	\$30.14	N/A
18	\$30.95	N/A
19	\$31.78	N/A

The Processing Fee and the Monthly Lime Softening O&M Fee from Wheelabrator Inputs worksheet are escalated from September, 2006 to May 1, 2007 for Billing Year 1 by the escalation rate.
The Processing Fee and the Monthly Lime Softening O&M Fee from Wheelabrator Inputs worksheet are escalated from May 1, 2007 to September 30, 2007 for Billing Year 2 by the escalation rate.
The Processing Fee from Wheelabrator Inputs worksheet are escalated from October 1 to September 30 for Billing Years 3 through 19 by the escalation rate.
The Monthly Lime Softening O&M Fee from Wheelabrator Inputs worksheet are escalated from October 1 to September 30 for Billing Years 3 and 4 by the escalation rate.

Pinellas County
WTE Facility Operator Reprourement
Calculation of Net Present Value of Wheelabrator's Proposal

Item	Billing Year 1	Billing Year 2	Billing Year 3	Billing Year 4	Billing Year 5	Billing Year 6	Billing Year 7	Billing Year 8	Billing Year 9	Billing Year 10	Billing Year 11	Billing Year 12	Billing Year 13	Billing Year 14	Billing Year 15	Billing Year 16	Billing Year 17	Billing Year 18	Billing Year 19
1. Quantity of Processible Waste Processed in Fiscal Year (Tons)	383,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	230,000
2. Cost of the Processing Fee for Billing Year	\$ 7,679,150	\$ 18,648,400	\$ 19,145,200	\$ 19,660,400	\$ 20,184,800	\$ 20,727,600	\$ 21,279,600	\$ 21,850,000	\$ 22,438,800	\$ 23,036,800	\$ 23,662,400	\$ 24,297,200	\$ 24,941,200	\$ 25,612,800	\$ 26,302,800	\$ 27,002,000	\$ 27,728,800	\$ 28,474,000	\$ 7,309,400
3. Cost of natural gas used in Billing Year	\$ 570,833	\$ 1,390,000	\$ 1,420,000	\$ 1,460,000	\$ 1,500,000	\$ 1,540,000	\$ 1,580,000	\$ 1,620,000	\$ 1,670,000	\$ 1,710,000	\$ 1,760,000	\$ 1,810,000	\$ 1,850,000	\$ 1,900,000	\$ 1,950,000	\$ 2,010,000	\$ 2,060,000	\$ 2,120,000	\$ 542,500
4. Cost of pebble lime used in Billing Year	\$ 571,819	\$ 1,388,648	\$ 1,425,816	\$ 1,464,088	\$ 1,503,280	\$ 1,543,576	\$ 1,584,976	\$ 1,627,480	\$ 1,671,088	\$ 1,715,800	\$ 1,761,800	\$ 1,809,088	\$ 1,857,572	\$ 1,907,344	\$ 1,958,404	\$ 2,010,936	\$ 2,064,848	\$ 2,120,140	\$ 544,249
5. Cost of urea used in Billing Year	\$ 78,132	\$ 189,520	\$ 193,200	\$ 198,720	\$ 204,240	\$ 209,760	\$ 215,280	\$ 220,800	\$ 228,160	\$ 233,680	\$ 239,200	\$ 246,560	\$ 252,080	\$ 259,440	\$ 266,800	\$ 274,160	\$ 281,520	\$ 288,880	\$ 74,060
6. Cost of carbon used in Billing Year	\$ 77,020	\$ 187,042	\$ 192,054	\$ 197,200	\$ 202,488	\$ 207,914	\$ 213,485	\$ 219,208	\$ 225,083	\$ 231,112	\$ 237,309	\$ 243,666	\$ 250,197	\$ 256,903	\$ 263,789	\$ 270,857	\$ 278,116	\$ 285,569	\$ 73,306
7. Cost of electricity purchased in Billing Year	\$ 7,470	\$ 18,108	\$ 18,612	\$ 19,080	\$ 19,620	\$ 20,124	\$ 20,684	\$ 21,240	\$ 21,780	\$ 22,392	\$ 22,968	\$ 23,580	\$ 24,228	\$ 24,876	\$ 25,560	\$ 26,244	\$ 26,928	\$ 27,648	\$ 7,101
8. Cost of Process Water used in Billing Year	\$ 759,298	\$ 1,841,840	\$ 1,889,680	\$ 1,943,500	\$ 1,991,340	\$ 2,045,160	\$ 2,104,960	\$ 2,158,780	\$ 2,218,580	\$ 2,278,380	\$ 2,338,180	\$ 2,397,980	\$ 2,463,760	\$ 2,529,540	\$ 2,595,320	\$ 2,667,080	\$ 2,738,840	\$ 2,810,600	\$ 722,085
9. Cost of Process Wastewater discharged to sewer in Billing Year	\$ 346,730	\$ 841,984	\$ 864,248	\$ 887,524	\$ 910,800	\$ 936,100	\$ 960,388	\$ 986,700	\$ 1,013,012	\$ 1,040,336	\$ 1,067,660	\$ 1,097,008	\$ 1,126,356	\$ 1,155,704	\$ 1,187,076	\$ 1,218,448	\$ 1,251,844	\$ 1,285,240	\$ 329,912
10. Cost of Monthly Lime Softening O&M Fee in Billing Year	\$ 12,695	\$ 30,804	\$ 31,630	\$ 18,945	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
11. County's share of electric energy revenues on the first 350,000 MWH in a Billing Year	\$ 4,579,148	\$ 8,810,000	\$ 8,855,000	\$ 9,100,000	\$ 9,345,000	\$ 9,590,000	\$ 9,835,000	\$ 10,115,000	\$ 10,395,000	\$ 10,640,000	\$ 10,955,000	\$ 11,235,000	\$ 11,550,000	\$ 11,830,000	\$ 12,180,000	\$ 12,495,000	\$ 12,810,000	\$ 13,160,000	\$ 4,350,220
12. County's share of electric energy revenues on electric energy above 350,000 MWH in a Billing Year	\$ -	\$ 2,479,680	\$ 2,550,240	\$ 2,620,800	\$ 2,691,360	\$ 2,761,920	\$ 2,832,480	\$ 2,913,120	\$ 2,993,760	\$ 3,064,320	\$ 3,155,040	\$ 3,235,680	\$ 3,326,400	\$ 3,407,040	\$ 3,507,840	\$ 3,598,680	\$ 3,689,280	\$ 3,780,080	\$ -
13. Service Fee for Billing Year	\$ 5,523,999	\$ 13,446,666	\$ 13,775,200	\$ 14,128,657	\$ 14,480,206	\$ 14,878,314	\$ 15,291,873	\$ 15,676,088	\$ 16,097,743	\$ 16,584,180	\$ 16,979,477	\$ 17,454,402	\$ 17,888,993	\$ 18,409,567	\$ 18,861,909	\$ 19,386,165	\$ 19,931,616	\$ 20,461,997	\$ 5,252,393
14. Discounted value of Service Fee for Billing Year	\$ 5,316,849	\$ 11,990,392	\$ 11,378,315	\$ 10,811,249	\$ 10,265,018	\$ 9,770,589	\$ 9,303,576	\$ 8,835,043	\$ 8,404,632	\$ 8,012,094	\$ 7,608,504	\$ 7,245,322	\$ 6,880,107	\$ 6,559,329	\$ 6,224,430	\$ 5,926,351	\$ 5,644,634	\$ 5,369,228	\$ 1,278,857
15. Net Present Value of the Service Fee	\$ 146,822,517																		
16. Total Capital Project Price	\$ 93,838,437																		
17. Net Present Value of Proposal	\$ 240,660,954																		

Calculation of lines

All Lines for Billing Year 1 are prorated for operating for five months in that Billing Year and all Lines for Billing Year 19 are prorated for operating three months in that Billing Year

Line 1 = 920,000 Tons

Line 2 = Line 1 for that Billing Year times the Processing Fee for that Billing Year

Line 3 = The Natural Gas Utilization Guarantee times the unit cost for natural gas for that Billing Year.

Year 1 equals Natural Gas Utilization Guarantee/12 months times 5 months times the unit cost for natural gas for that Billing Year.

Year 19 equals Natural Gas Utilization Guarantee/12 months times 3 months times the unit cost for natural gas for that Billing Year.

Line 4 = The Pebble Lime Utilization Guarantee times the unit cost (divided by 2000) for pebble lime for that Billing Year times Line 1 for that Billing Year

Line 5 = The Urea Utilization Guarantee times the unit cost for urea for that Billing Year times Line 1 for that Billing Year

Line 6 = The Carbon Utilization Guarantee times the unit cost (divided by 2000) for carbon for that Billing Year times Line 1 for that Billing Year

Line 7 = The Purchased Electricity Guarantee times the unit cost for purchased electricity for that Billing Year

Year 1 equals Purchased Electricity Guarantee/12 months times 5 months times the unit cost for purchased electricity for that Billing Year.

Year 19 equals Purchased Electricity Guarantee/12 months times 3 months times the unit cost for purchased electricity for that Billing Year.

Line 8 = The Process Water Utilization Guarantee times the unit cost (divided by 1000) for Process Water for that Billing Year times Line 1 for that Billing Year

Line 9 = The Process Wastewater Utilization Guarantee times the unit cost (divided by 1000) for Process Wastewater for that Billing Year times Line 1 for that Billing Year

Line 10 = The Monthly Lime Softening O&M Fee for that Billing Year times the number of months operated for that Billing Year

Line 11 = Calculated using the applicable percentage pursuant to Section 8.2.3 of the Service Agreement times the Electric Energy Recovery Guarantee times Line 1 up to 350,000,000 KWH times the applicable sales price of electricity for that Billing Year

Line 12 = Calculated using the applicable percentage pursuant to Section 8.2.3 of the Service Agreement times the Electric Energy Recovery Guarantee times Line 1 minus 350,000,000 KWH times the applicable sales price of electricity for that Billing Year

Lines 11 & 12 = Revenues from electricity generated in a Billing Year are assumed to be received in that Billing Year.

Line 13 = Line 2 plus Line 3 plus Line 4 plus Line 5 plus Line 6 plus Line 7 plus Line 8 plus Line 9 plus Line 10 minus Line 11 minus Line 12

Line 14 = Line 13 times the Discount Factor for that Billing Year

Line 15 = Sum of Line 14

Line 16 = From the definition of Total Capital Project Price contained in Section 2 of the Construction Agreement

Line 17 = Line 15 plus Line 16

The division by 2,000 in Lines 4 and 6 is to change the dollars per unit cost from dollars per ton to dollars per pound.

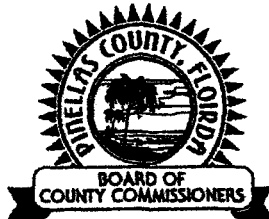
The division by 1,000 in Lines 8 and 9 is to change the dollars per unit cost from dollars per thousand gallons to dollars per gallon.

No. 42
BCC 06/07/05
9:40 A.M. Jones/FICKLEY

- #42 Prequalification of vendors approved for the re-procurement of operation, maintenance and management services for the Pinellas County Waste to Energy facility (Contract No. 045-143-P) as follows (in alphabetical order):

Covanta Energy Corporation
Montenay Power Corporation
Wheelabrator Technologies Inc.

Motion	-	Commissioner Harris
Second	-	Commissioner Latvala
Vote	-	7 - 0



BOARD OF COUNTY COMMISSIONERS

BOARD APPROVED

6/7/05
DATE

ITEM # 42

DATE: June 7, 2005
AGENDA ITEM NO.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Pre-qualification of Vendors for Waste To Energy Re-Procurement
Contract No. 045-143-P (JL)

Department:

Utilities / Purchasing

Staff Member Responsible:

Pick Talley / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE PRE-QUALIFICATION OF VENDORS FOR THE RE-PROCUREMENT OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE PINELLAS COUNTY WASTE TO ENERGY FACILITY.

Summary Explanation/Background:

As part of the re-procurement process to hire a firm to manage the operation and maintenance of the Waste to Energy Facility, the Purchasing Department, on behalf of the Utilities Department, released a Request For Qualifications (RFQ) on November 19, 2004. The purpose of the RFQ was to pre-qualify prospective vendors for the Request For Proposal (RFP) process that will occur in the future.

The RFQ contained minimum qualification criteria and requested that each vendor submit their responses as per the qualification criteria. The RFQ requested key operational, financial, and experience qualifications from each firm. Three (3) firms responded to the RFQ. The responses were evaluated at a consensus meeting by a committee consisting of five (5) members: Director of Solid Waste, Director of Risk Management, Director of Utilities Engineering, Solid Waste Operations Manager, Chairman of the Technical Management Committee, proctored by the Director of Purchasing.

Camp Dresser & McKee Inc. (CDM), hired to assist in the procurement process, was also in attendance to report on their review of the RFQs.

The evaluation committee concluded, after independent review and CDM's report, that the three (3) responding firms meet all the requirements of the RFQ and therefore should be permitted to submit the subsequent RFP to be advertised in the future. The three (3) firms are as follows (in alphabetical order):

Covanta Energy Corporation
Montenay Power Corporation
Wheelabrator Technologies Inc.

The next steps and estimated time frame pertaining to the re-procurement process are as follows:

- 1) County issues draft RFP to pre-qualified respondents - Fall 2005
- 2) Technical and agreement negotiation period - Fall 2005 till Spring 2006
- 3) County issues final RFP document - Summer 2006
- 4) Priced proposals due - Fall 2006
- 5) Evaluation committee recommendation of contractor to Board - Winter 2006
- 6) New contract effective May 7, 2007

Fiscal Impact/Cost/Revenue Summary:

Not applicable at this time, pre-qualification process only.

Exhibits/Attachments Attached:

1. Contract Review
2. Attendance Roster Prequalification Meeting
3. Letter from CDM pertaining to Operator Statements of Qualifications
4. Tabulation of Qualifications

No. 19
BCC 11-16-04
3:00 P.M. PENHALE/Rubio/Fickley

Carro Comp

- #19 Authorization granted for issuance and advertisement of request for qualifications (RFQ) relating to the procurement of operation, maintenance, and management services for the Pinellas County Resource Recovery Facility; authorization granted for Director of Purchasing to issue addenda (if necessary) as provided in the RFQ.

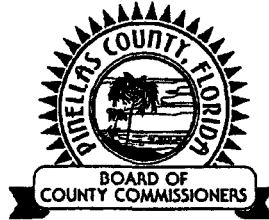
Motion - Commissioner Harris

Second - Commissioner Duncan

Responding to query by Commissioner Seel, Warren Smith, Director, Solid Waste Operations, stated that approximately two or three firms would qualify for the project; and that receipt of three or four proposals is anticipated.

Vote - 7 - 0

11-19-04 Copy of BO emailed to Carol Smith, Utilities; Warren Smith, Solid Waste Operations; Joseph Lacro, Purchasing



BOARD OF COUNTY COMMISSIONERS

DATE: November 16, 2004
AGENDA ITEM NO.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

19

County Administrator's Signature:

Subject:

Approval to Issue and Advertise a Request for Qualifications ("RFQ") Relating to the Procurement of Operation, Maintenance, and Management Services for the Pinellas County Resource Recovery Facility and Authorize the Director of Purchasing to Issue Addenda (if necessary) as Provided in the RFQ.

Department:

Utilities/Solid Waste Operations / Purchasing

Staff Member Responsible:

Pick Talley, Director of Utilities / Joe Lauro, Director of Purchasing

Recommended Action:

I RECOMMEND THAT THE BOARD AUTHORIZE THE ISSUANCE AND ADVERTISEMENT OF THE ATTACHED REQUEST FOR QUALIFICATIONS RELATING TO THE PROCUREMENT OF OPERATION, MAINTENANCE, AND MANAGEMENT SERVICES FOR THE PINELLAS COUNTY RESOURCE RECOVERY FACILITY.

I FURTHER RECOMMEND THAT THE BOARD AUTHORIZE THE DIRECTOR OF PURCHASING TO ISSUE ADDENDA (IF NECESSARY) AS PROVIDED IN THE RFQ.

Summary Explanation/Background:

The current operation and management contract for the County owned Resource Recovery Facility, which includes the Waste to Energy facility and associated materials recovery, expires on May 7, 2007. The current contract went into effect in 1983 with the current operator of the facility and was extended for four years in 2000. Staff has been working toward reprocurement of these services, which would be provided pursuant to a new, updated long-term service agreement of 17 - 20 years - co-terminus with our Power Purchase Agreement with Progress Energy Corporation.

Staff, in conjunction with consultants, has prepared the attached RFQ to qualify only those potential vendors fully capable of meeting the County's requirements over this timeframe while maintaining competition. As the estimated value of this contract over its projected term is between 400 and 450 million dollars, the Board will be involved at every step of the procurement process. This is the first step. Subsequently, the Board will be asked to confirm the list of Qualified Respondents; approve the Request for Proposals including the draft Service Agreement; approve the negotiated Final Service Agreement for response by the Qualified Respondents; and ultimately select the service provider for the new term pursuant to the terms of the Final Service Agreement.

Fiscal Impact/Cost/Revenue Summary:

None

Exhibits/Attachments Attached:

Request for Qualifications



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Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

<u>File Number:</u>	2415848	<u>Incorporation Date /</u>	07/01/1994
		<u>Formation Date:</u>	(mm/dd/yyyy)
<u>Entity Name:</u>	VEOLIA ES PINELLAS, INC.		
<u>Entity Kind:</u>	CORPORATION	<u>Entity Type:</u>	GENERAL
<u>Residency:</u>	DOMESTIC	<u>State:</u>	DE

REGISTERED AGENT INFORMATION

<u>Name:</u>	NATIONAL CORPORATE RESEARCH, LTD.		
<u>Address:</u>	615 SOUTH DUPONT HWY		
<u>City:</u>	DOVER	<u>County:</u>	KENT
<u>State:</u>	DE	<u>Postal Code:</u>	19901
<u>Phone:</u>	(302)734-1450		

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