

# Bankruptcy Presentation on the Shoosmith Landfill to Concerned Citizens

June 18, 2026

# Agenda

- **Welcome**
- **Chapter 7 Bankruptcy Trustee and Her Professional Team**
- **History of Years of Financial Neglect at Shoosmith Landfill**
- **Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill**
- **Bankruptcy Court Approved Comprehensive Settlement with DEQ, Chesterfield County, and Others**
- **Chapter 7 Bankruptcy Trustee's Collaboration with DEQ, Chesterfield County, and Others to Date**
- **Bankruptcy Court and DEQ Approved Environmental Budget**
- **Woefully Insufficient Financial Assurance**
- **Need for Funding and Other Legislation**
- **Forum for Citizen Expression of Concerns**
- **Adjournment**

**Trustee's Objectives -  
(1) provide information  
related to her activities  
as reflected in  
documents filed with  
Bankruptcy Court and  
(2) hear citizen  
concerns.**

**Unless answer is part of  
Bankruptcy Court's  
record, Trustee will not  
be able to answer  
questions.**

Trustee has stated publicly (and is part of sworn testimony before Bankruptcy Court) that her hope is:

- (i) with assistance of Judicial Mediator, (ii) by putting aside political, regional, philosophical, and/or operational disagreements, and (iii) by finding solutions for circumstances that most have never experienced and which may be outside of operating and/or regulatory norms, we collectively can pave path forward that best positions Landfill to avoid environmental catastrophe.

Trustee's Declaration in Support of Budget/554 Motion  
(ECF No. 521)

## Chapter 7 Trustee – Edythe Lynn Lewis Tavenner

Lifelong Virginian, grew up & currently resides in Dinwiddie County (also resided early in professional career in Chesterfield County).

Graduate of Washington & Lee Law School, licensed attorney in Virginia since 1989

First clerked for former Chief Bankruptcy Judge Douglas O. Tice Jr.

Began private practice at McGuire Woods Battle & Boothe before ultimately opening 24 years ago boutique law firm that has assisted in reorganization efforts of companies of all sizes and operational issues in multitude of sectors.

For almost thirty years, has served on panel of Chapter 7 Trustees selected by US Trustee, arm of Department of Justice, as fiduciary in Chapter 7 bankruptcy liquidations filed in Eastern District of Virginia.

Has obtained Court authority to operate entities in furtherance of Chapter 7 liquidation in various sectors including nationwide retail, real estate development, and service industries from breweries to law firms.

Has served as Chapter 11 trustee and liquidation trustee for among others, entities that mined, sold and processed sand and gravel and concrete products in mid-Atlantic region, operating condominium project, and multi-state law firm.

Currently serving as a Court appointed receiver for a law firm at the request of the VSB.

Third generation owner of former cattle and now crop farm and is no stranger to heavy equipment, earth moving, pumps, underground piping, off grid electrical needs, and tractor trailer transport.

Not a scientist and no expert in gas, leachate, ETLF or other landfill specific environmental or regulatory matters but endeavors daily to gain practical hands-on education related to same.

## Chapter 7 Trustee Professional Team

Appointed Chapter 7 Trustee on Friday 8/1/2025, and spent weekend reading pleadings, discussions with vendors and Chapter 11 professionals where available and purported DIP lender counsel.

To address immediate issues, Trustee sought to employ general counsel and requested Bankruptcy Court authority to continue operations to avoid environmental calamity. She also utilizes others on her effective professional team

### Professional Team\*

- Paula S. Beran, Esquire/ Tavenner & Beran, PLC (employed by Bankruptcy Court order on 8/4); serves as general counsel and interfaces with Bankruptcy Court, Judicial Mediator and counsel for all parties including DEQ, Chesterfield, SCR and SCS. In early stages she also spent countless hours analyzing liens and claims of Insiders with respect to utilization of purported cash collateral, which ultimately resulted in agreement whereby all post-petition royalties are deemed free of insider claims. To date, she has recorded in excess of 750 hours on this case (which does not include in time spent conferring with Trustee).
- SCS Engineers—team lead by Robert E. Dick, PE, BCEE, Senior Vice President with daily interaction with Charles J. Warren, PE, Project Director pursuant to Project Management Contract per Court Order entered 11/7/24 – DEQ and Chesterfield County indicated desire for this firm's retention (Order Approving Comprehensive Settlement (ECF No. 381))
- Upon Court approval to operate, continued employment of 8 Boots on the ground individuals to assist with pump and haul, closure activities, ongoing maintenance and repairs, leachate management and other operational matters related to same Trustee's Declaration in Support of Mediation Request (ECF No. 328) .
- Professional team is assisted in accomplishing ongoing operational activities relating to pump and haul, closure and required monitoring and reporting by various vendors, including MBI Trucking, Republic/Shamrock, Waste Management, Rain for Rent, James River Equipment, One Environmental, TRC, EDD, Labella and others on an as needed basis (ECF Nos. 542, 518, 503).

## Chapter 7 Trustee Professional Team- cont.

Though not specifically directed at general Landfill operational/environmental matters, Trustee team also includes:

- Greenberg Traurig (former Chapter 11 Counsel to Unsecured Creditors Committee) employed as Special Counsel to Chapter 7 Trustee 2/4/26. (ECF No. 490/499)

“And to be clear, I, on behalf of the Estates, have retained counsel to investigate claims and causes of action to hold accountable Persons (as said term is defined in the Bankruptcy Code) who are responsible for the horrific conditions the Landfill faces today. Candidly, as a resident of this fine Commonwealth, I am repulsed by (a) certain individuals’ cavalier attitudes, actions and inactions, and (b) how some have recklessly and intentionally placed the residents of the Commonwealth in peril, necessitating a need for financial support to either address the serious conditions or clean up an environmental disaster. As a fiduciary of the Estates and a resident of the Commonwealth, I intend to do all that I can within existing parameters to hold individuals accountable and to simultaneously prevent an environmental catastrophe.” - Trustee’s Declaration in Support of Budget/554 Motion (ECF No. 521)

Employment divided into two phases— (ECF No. 490)

1 – investigate/assess potential Claims regarding existence, viability, and collectability of Claims. Claims may include, among other things, Chapter 5 claims, fraudulent transfers, excessive compensation, breaches of fiduciary duty, unjust enrichment, conversion, declaratory relief, lien avoidance, claim objections, and/or subordination. GT will make recommendations to Trustee of proposed next steps as it relates to prosecution of some or all of Claims (“Investigative Phase”). Costs during Investigative Phase will not exceed \$500,000.

2 - When Investigation Phase is complete, GT and Trustee will revisit appropriate compensation arrangement (including potential contingency component) for any appropriate Claims that Trustee decides to pursue (“Litigation Phase”). GT and Trustee have agreed that GT is not obligated to commence Litigation Phase unless and until Trustee and GT agree to compensation structure for Litigation Phase and same has been approved by Bankruptcy Court

- CR3 Partners, LLC , let by Suzanne Roski, Engagement Partner; employed 11/20/25 as Financial Advisor to Trustee. Assisting in forensic/investigation matters (ECF. No. 467)

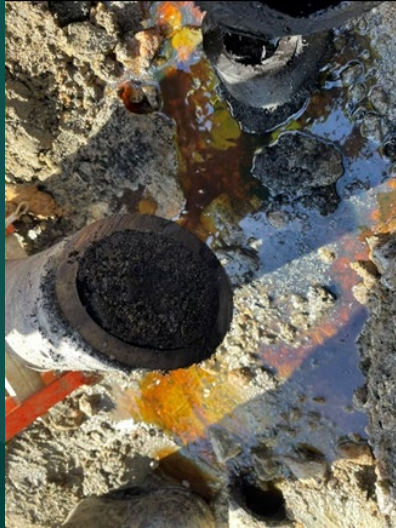


## Financial Neglect at Landfill

**“Power stations are broken, pumps that remain working require maintenance (if not replacement), lines are damaged, the current pump and haul program is hampered by out of service onsite pump trucks and inadequate and dilapidated holding tanks.”**

**- Trustee's Declaration in Support of Budget/554 Motion (ECF No. 521)**

# Financial Neglect at Landfill





# Financial Neglect at Landfill



Heavy flubber buildup at  
70 feet inside riser

# Financial Neglect at Landfill



March 2024



October 2023



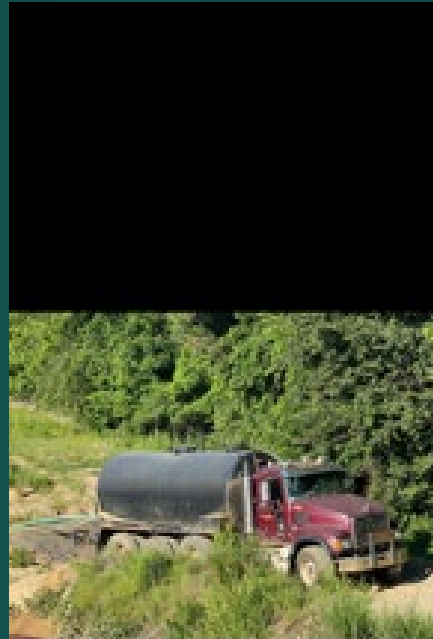
# Financial Neglect at Landfill



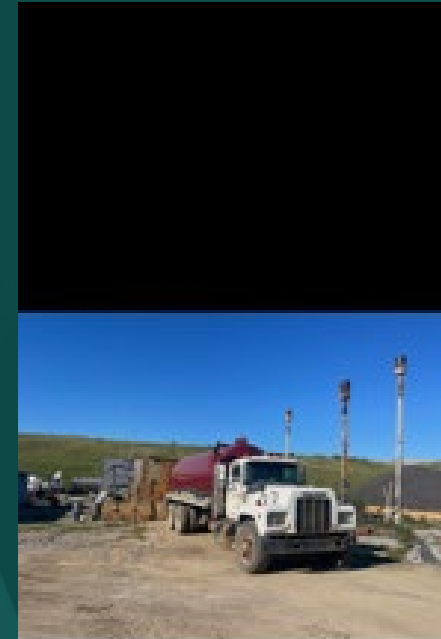
# Financial Neglect at Landfill



Out of Service: Bad Engine  
and Tank Rotten



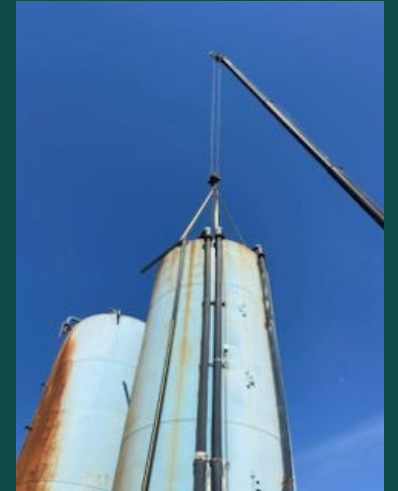
Over a million  
miles; repaired  
so often - metal  
is thin and  
unable to weld



1986 Mack  
– 600K miles



# Financial Neglect at Landfill



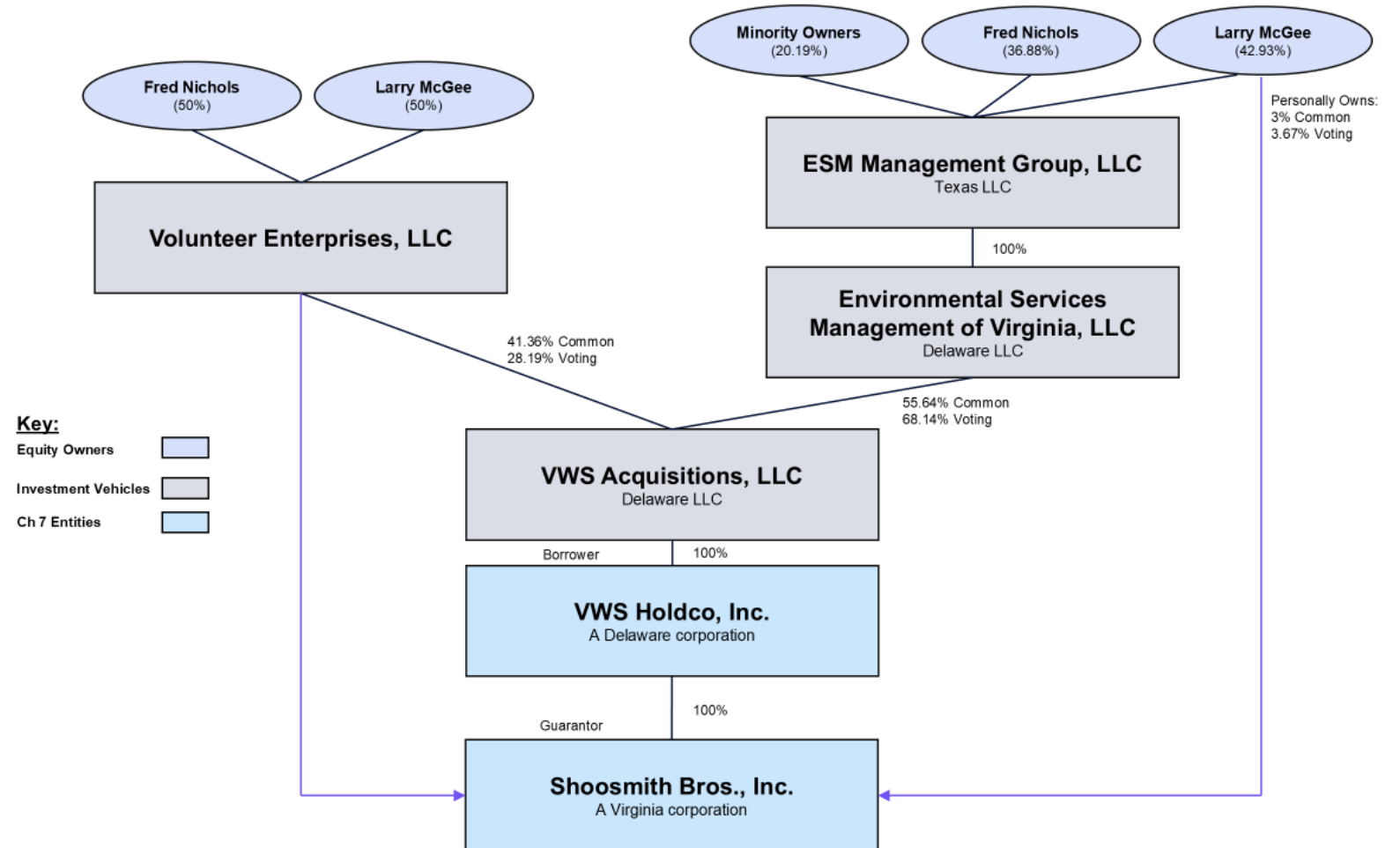


# Financial Neglect at Landfill



# Landfill Owners - Insiders

## VWS HoldCo, Inc. Ownership Structure



Information obtained and  
slightly modified from  
sale documents during  
Chapter 11 case

# History of Financial Neglect at Landfill

Chesterfield denies expansion into Quarry – Accusation – Insiders took most funds, leaving management at Landfill with insufficient amount to operate, let alone make required capital maintenance (Trustee gathering information to confirm or refute)

Landfill ceased accepting most waste

Insiders verbally told by SCS of elevated temperature conditions and ramifications of heating event (ECF No. 400 – 1 through 6)

\$25 Million sale of part of quarry. Instead of repaying funds Insiders took to acquire secured debt or funding badly need improvements, Insiders took \$23 million as cash payment on acquired debt (ECF No. 400)

April 2021

January 2023

April 12, 2024

July 2018

December 2022

February 2024

April 2024

SBI entered into agreement with SCR to capture, treat, and sell gas generated from Landfill (ECF No. 395, 489)

Insiders took \$10M from bond fund to “Buy Back” Company debt from PNC (debt that was secured by Landfill which funds were obtained to purchase Landfill in 2008) (ECF No. 400)

SCS provided written report to Insiders of Assessment of Facility Characteristics Correlating to Elevated Temperature Landfill Conditions (ECF No. 400 1 through 6)



# History of Financial Neglect at Landfill – cont.

Chesterfield cuts off Landfill from direct discharge after quality and quantity misrepresentations and Leachate caused sever damage to WWTF

SCS provided Insiders with cost estimate of not less than 70 million (which assumed pretreatment facility was built) (ECF No. 400)

Larry Mcgee provided tax information to account including document a document – w/ statement - "We give the royalty and PC Fund to the state and we walk away." (ECF No. 400)

Chapter 11 Bankruptcy Cases filed in Delaware. Insiders argued that Texas litigation was stayed because certain causes of action were derivative in nature to Debtors. None initially disclosed to Delaware Bankruptcy Court.

July 16, 2024

December 5, 2024

May 19, 2025

July 31, 2025

July 3, 2024

November 2024

March 31, 2025

June 1, 2025

Insiders took 3 million from bond fund to "construct pretreatment facility" but failed to actually construct (ECF No. 400)

Insiders caused SBI to sell 21-acre tract for \$15M, sent \$6.6M to bond company to obtain personal releases for themselves and took not less than \$4.5 million to themselves (ECF No. 400)

Sanction Order entered by Texas judge requiring production of documents by Insiders within 14 days (ECF No. 400)

After "Sale Process" failed, Insiders & Debtors converted to Chapter 7. Cases transferred to Virginia at request of DEQ and Chesterfield.

## **Money To Insiders After Sale of Quarry (based on documents filed in Chapter 11 Cases)**

Debtors' Statement of Financial Affairs which was filed in the Delaware Bankruptcy Court  
(and now can be found on the docket of the Virginia Bankruptcy Court at ECF No.171)

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Volunteer Enterprises, LLC 4/1/2024 \$23,000,000.00

Volunteer Enterprises, LLC 4/15/2024 \$700,000.00

Volunteer Enterprises, LLC 11/25/2024 \$4,500,000.00

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Volunteer Enterprises, LLC -11/30/2024 \$4,500,000.00 (Do not believe this is a duplicate of the 4.5M  
above because there are 2 different dates for the transactions but are trying to confirm)

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Morgan Stanley 11/25/2024 \$6,600,000.00

# Money To Insiders After Sale of Quarry – cont.

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Fred Nichols - 6/6/2024 \$1,384.61Salary Officer and Director; 6/20/2024 \$1,384.62Salary Officer and Director; 7/3/2024 \$1,384.62Salary Officer and Director; 7/18/2024 \$1,384.61Salary Officer and Director; 8/1/2024 \$1,384.62Salary Officer and Director; 8/15/2024 \$1,384.62Salary Officer and Director; 8/29/2024 \$1,384.62Salary Officer and Director; 9/12/2024 \$1,384.61Salary Officer and Director; 9/26/2024 \$1,384.62Salary Officer and Director; 10/10/2024 \$1,384.62Salary Officer and Director; 10/24/2024 \$1,384.62Salary Officer and Director; 11/7/2024 \$1,384.62Salary Officer and Director; 11/21/2024 \$1,384.62Salary Officer and Director; 12/5/2024 \$1,384.61Salary Officer and Director; 12/19/2024 \$1,384.62Salary Officer and Director; 1/2/2025 \$1,384.61Salary Officer and Director; 1/16/2025 \$1,384.61Salary Officer and Director ; 1/30/2025 \$1,384.62Salary Officer and Director; 2/13/2025 \$1,384.62Salary Officer and Director; 2/27/2025 \$1,384.62Salary Officer and Director; 3/13/2025 \$1,384.62Salary Officer and Director; 3/27/2025 \$1,384.62Salary Officer and Director; 4/10/2025 \$1,384.62Salary Officer and Director; 4/24/2025 \$1,384.62Salary Officer and Director; 5/8/2025 \$1,384.62Salary Officer and Director; 5/22/2025 \$1,384.62Salary Officer and Director

Larry McGee Address - 6/6/2024 \$1,384.61Salary Officer and Director; 6/20/2024 \$1,384.62Salary Officer and Director; \$1,384.62Salary Officer and Director; 7/18/2024 \$1,384.61Salary Officer and Director; \$1,384.62Salary Officer and Director ; \$1,384.62Salary Officer and Director; \$1,384.62Salary Officer and Director ; 9/12/2024 \$1,384.61Salary Officer and Director; 9/26/2024 \$1,384.62Salary Officer and Director; 10/10/2024 \$1,384.62Salary Officer and Director; 10/24/2024 \$1,384.62Salary Officer and Director; 11/7/2024 \$1,384.62Salary Officer and Director; 11/21/2024 \$1,384.62Salary Officer and Director; 12/5/2024 \$1,384.61Salary Officer and Director; 12/19/2024 \$1,384.62Salary Officer and Director; 1/2/2025 \$1,384.61Salary Officer and Director; 1/16/2025 \$1,384.61Salary Officer and Director; 1/30/2025 \$1,384.62Salary Officer and Director; 2/13/2025 \$1,384.62Salary Officer and Director; 2/27/2025 \$1,384.62Salary Officer and Director; 3/13/2025 \$1,384.62Salary Officer and Director; 3/27/2025 \$1,384.62Salary Officer and Director; 4/10/2025 \$1,384.62Salary Officer and Director; 4/24/2025 \$1,384.62Salary Officer and Director; 5/8/2025 \$1,384.62Salary Officer and Director; 5/22/2025 \$1,384.62Salary Officer and Director



# Money To Insiders After Sale of Quarry – cont.

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**COLE SCHOTZ P.C. (representing Fred Nichols and Larry McGee in litigation)**

**4/25/2024 \$12,684.50; 5/30/2024 \$78,876.75; 6/27/2024 \$129,905.51;  
8/1/2024 \$42,520.83 ; 9/3/2024 \$12,302.15 ; 10/10/2024 \$20,699.32;  
10/31/2024 \$82,745.35; 12/4/2024 \$107,955.43; 12/30/2024 \$99,329.70;  
1/30/2025 \$99,603.67 ; 3/3/2025 \$124,381.81; 5/1/2025 \$32,176.75;  
5/27/2025 \$50,000.00; 5/27/2025 \$50,000.00**

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**Janik Forensics PC ( forensic accounting firm representing Fred Nichols and  
Larry McGee in litigation) 4/11/2024 \$7,500.00; 4/25/2024 \$45,130.50;  
10/10/2024 \$21,356.00 ; 11/18/2024 \$45,876.50 ; 1/27/2025 \$16,821.50;  
3/3/2025 \$7,783.00**

## Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill

- Appointed 8/1/25 (ECF No. 4)
- A little over 200K in bank account subject to insiders' disputed liens – Court hearings in August to address funding needs and additional disputes (ECF Nos. 400, 559)
- Numerous meetings (in person, via Teams, and via phone) with DEQ and AG Office (ECF No. 559), also met with other experts in the environmental arena, reviewed numerous reports about the Landfill, and read numerous pleadings filed with the Delaware Bankruptcy Court (ECF No. 559)
- September 2, 2025, filed motion, seeking assistance of judicial mediator to help facilitate identification, funding, and implementation of long-term solution. (ECF No. 322, 328, 559) Bankruptcy Court granted motion and appointed Honorable Kevin Huennekens as Judicial Mediator (ECF No. 334)

“Serving as a chapter 7 trustee is an honor and a privilege. I also consider my role as an integral part of the bankruptcy system that I cherish and have dedicated my entire career to protect, support, and enhance. So, I am not here to whine or complain. Instead, I come before this Court with sincere and extreme concern about these Estates, in particular, the Landfill as it has come to be called. And while many acknowledge that there are serious issues that need immediate attention, in my humble opinion, few truly appreciate the severity of the situation and what will be required to prevent a future environmental disaster.”

“If the Leachate Treatment does not occur timely, there is serious risk of leachate leaking and spreading to other areas in Chesterfield County, including but not limited to a creek that ultimately could flow into rivers and the Chesapeake Bay.”

“These Cases scream for judicial mediation. It is an understatement to say that time is of the essence. Furthermore, there is absolutely no margin for error in the current day-to-day operations involving pump and haul of Leachate. For example, over the past holiday weekend given the operating schedule of certain service providers, pumping of Leachate into temporary containers was required two different times and once at 4 a.m. to prevent leakage until such time as the Leachate could be pumped and hauled to a facility that was open for business and would accept the Leachate, which did not occur until the early morning of September 2, 2025. But for the efforts of these individuals, as well as the fortunate circumstance of dry weather, there likely would have been significant leakage of Leachate and potentially a serious environmental issue. Thus, given the upcoming wet season and the limitations upon the pump and haul process (in addition to its expense), it is imperative that a long-term solution be identified, funded, and implemented as soon as possible.”

- Trustee's Declaration in Support of Mediation Request (ECF No. 328)

## Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill

- Upon appointment of Judicial Mediator, numerous persons and entities provided substantial amount of information to Judicial Mediator and numerous in-person and virtual mediation sessions occurred, which resulted in formation of comprehensive settlement among Trustee, DEQ, Evergreen National Indemnity Company ("Evergreen"), SCR (Gas Company), and Chesterfield County - Trustee's Declaration in Support of Comprehensive Settlement (with Exhibits) (ECF No.373)
- While Landfill Owners/Insiders were invited to numerous mediation sessions, no resolution was reached with them by anyone Trustee's Declaration in Support of Comprehensive Settlement (with Exhibits) (ECF No.373)
- Comprehensive Settlement approved by Bankruptcy Court on October 15, 2025 (ECF No. 381)

"And while this is not the global settlement that I had welcomed (notwithstanding the efforts of the Judicial Mediator) given that no agreement has been reached with those I refer to as the DIP Insiders, the comprehensive settlement before the Court paves a path for the identification, funding, and implementation of long-term remediation at the Landfill and the administration of the Estates."

"As I have repeatedly stated, these Cases scream for resolution of the numerous, serious environmental issues facing the Estates. It is an understatement to say that time is of the essence. There is absolutely no margin for error in the current day-to-day operations involving pump and haul of leachate. And given the upcoming wet season and the limitations upon the pump and haul process (in addition to its expense), it is imperative that a long-term solution be identified, funded, and implemented as soon as possible. For example, more than 5 inches of rain at the Landfill this past weekend created circumstances that severely stretched the available Remediation sources; in fact, the same would have been insufficient without the around-the-clock efforts of the boots on the ground. Even anticipating the forecast and moving as much water as possible in the prior week was insufficient to prepare for the weather events. At one point the system went down, requiring manual transfer until all could be reset. Ultimately, the circumstances were handled; however similar events happen far too frequently and reinforce the urgency to address the Landfill needs with more reliable, efficient, and economical resources."

- Trustee's Declaration in Support of Comprehensive Settlement (with Exhibits) (ECF No.373)

## Comprehensive Settlement – (ECF No. 381)

- Debtors remain in Chapter 7 subject to jurisdiction and further order of Bankruptcy Court.
- Lynn L. Tavenner, Trustee, not individually but solely in capacity as Chapter 7 trustee, shall remain as Chapter 7 Trustee of Estates subject to jurisdiction and further order of Bankruptcy Court.
- Trustee shall retain project manager and/or chief restructuring officer to oversee and otherwise manage closure of Landfill and construction of pretreatment facility, which tasks should be addressed as soon as reasonably practicable. Desire is to retain SCS Engineers subject to reaching agreeable terms with SCS.
- Evergreen shall remit to VDEQ penal amount of \$6,658,650 closure bond and \$12,670,880.20 post-closure bond reduced by already advanced amounts by Evergreen to VDEQ in connection with Interim Landfill Closure and Post-Closure Remediation Agreement. VDEQ will remit Bond Funds to Trustee. Bond Funds shall remain exclusive property of VDEQ, will be held in trust by Trustee for benefit of VDEQ, and will be used exclusively for closure and post-closure work related to Landfill but shall not be used for other administrative expenses of bankruptcy estate not related to work done at Landfill; notwithstanding ownership of Bond Funds, Trustee may apply to Bankruptcy Court for compensation pursuant to Sections 326 and 330 of Bankruptcy Code based upon disbursements, which compensation may not be from Bond Funds.
- Upon Evergreen's transfer of Bond Funds to VDEQ, VDEQ shall mark Bonds as "extinguished."
- Bond Funds shall be immediately available to pay all requisite insurance premiums of Debtors and/or Estates other than Executive Coverages/D&O, Fiduciary. Trustee's liability, if any, shall not exceed amount of coverage obtained through Insurance Payments.



## Comprehensive Settlement – (ECF No. 381)

- Other than Insurance Payments and certain interim advances, Bond Funds shall be used pursuant to appropriate budget acceptable to VDEQ and approved by Bankruptcy Court. Given that Project Manager will play integral role in formation of Budget, there will be expenses related to closure and post-closure work at Landfill that must be paid before Budget is finalized and approved. During interim period, Trustee may continue to receive and utilize Bond Funds for payment of expenses related to closure and post-closure work at Landfill.
- There shall be appropriate documents between SBI Estate and SCR, which shall be in form and substance substantially similar to a SCR Prepetition Gas Agreement unless otherwise agreed between SCR and Trustee, except that (a) for period of 3 years from execution of documentation(s), SCR shall pay SBI Estate royalty (collectively, the “Three Year Royalties”) equal to 17.5% of revenue SCR received from sale of High BTU Gas; (b) thereafter, SCR shall pay SBI Estate royalty (collectively, “Long Term Royalties”, together with Three Year Royalties, “Post-Petition Royalties”) equal to 12.5% of revenue SCR received from sale of High BTU Gas; and (c) such royalties shall not be subject to royalty reduction based on Reimbursable Costs or otherwise.
- Appropriate document(s) between SBI Estate and SCR shall provide that SBI Estate’s rights, title, and interest in Post-Petition Royalties shall be limited to ability to use such funds exclusively for (i) expenses related to closure and post-closure work at Landfill, (ii) care, maintenance, and operation of Landfill, (iii) acquisition of goods and/or services for Landfill and/or a leachate treatment facility, and/or (iv) Chapter 7 administrative expenses (“Exclusive Purposes”). Such Post-Petition Royalties shall be expressly earmarked for and shall constitute trust fund to be used for Exclusive Purposes and other purpose and shall be forfeited to extent used for any other purpose. Pursuant to section 541(d) of Bankruptcy Code, SBI Estate’s beneficial interest in Post-Petition Royalties shall be limited to ability to use royalties for Exclusive Purposes and shall not constitute property of SBI Estate to which any lien or other claim may attach through SBI Estate. Notwithstanding nature of trust funds, Trustee may apply to Bankruptcy Court for compensation pursuant to Sections 326 and 330 of Bankruptcy Code based upon disbursements of same for Exclusive Purposes.

## Comprehensive Settlement – (ECF No. 381)

- Appropriate documents between SBI Estate and SCR shall further provide that it is intent of SBI Estate and SCR that documents and all rights and obligations therein run with land and bind all subsequent successors, assigns, sublessees, or any other transferee of Landfill, and that SCR shall be a party-in-interest with standing to enforce provision.
- Prior to execution of appropriate documents between SBI Estate and SCR, SCR shall be satisfied that SBI Estate has good title to Landfill Gas (as defined in SCR Prepetition Gas Agreement).
- SCR shall also pay \$500,000.00, which funds shall be used at Trustee's discretion, in exercise of her business judgment, for administration of Estates, subject to appropriate order(s) of Bankruptcy Court.
- Unless otherwise agreed by SCR and Trustee, SCR's agreement in Comprehensive Settlement is expressly contingent on finding by Bankruptcy Court that all sums payable by SCR to SBI Estate shall not be subject to any post-petition liens or security interests asserted by Volunteer Enterprises, LLC, Fred Nichols, or Larry McGee.
- Documentation of settlement shall contain in some aspect agreement to cooperate by and between Estates and SCR. Furthermore, all parties to settlement shall work cooperatively to address and resolve issues related to Landfill.

## Comprehensive Settlement – (ECF No. 381)

- Upon either execution of confidentiality agreement by Trustee or entry of order by Bankruptcy Court containing appropriate protective provisions, Evergreen shall provide to Trustee its underwriting file for Bonds including but not limited to all documents related to release of funds and/or contribution of funds to collateral account as well as release of any indemnification requirement.
- Any time after completion of closure of Landfill, Debtors' assets may be transferred or assigned to entity acceptable to VDEQ and SCR, as well as approved by Bankruptcy Court.
- Chesterfield County shall review in good faith terms upon which it will:
  - Accept discharge from Landfill before construct of pre-treatment facility
  - Accept discharge from Landfill after construct of pre-treatment facility

## Comprehensive Settlement – (ECF No. 381)

- There shall be broad and complete releases by and among Estates, Trustee (and counsel), SCR (and officers, directors, managers, agents, counsel, etc.), Evergreen, along with identified affiliates and officers, directors, managers, agents, counsel, etc.), and VDEQ (and officers, directors, managers, agents, counsel, etc.) for each and every right, claim, debt, cause of action, demand, suit for damages, liability, legal fee, act or right of action related to Estates and/or Landfill except for obligations created under an appropriate settlement agreement (as approved by the Bankruptcy Court). These releases must be tailored such that no other Person (as such term is defined by the Bankruptcy Code) is released, and all causes of action against all other Persons shall remain and reside with Estates. Notwithstanding anything to contrary, there shall be no release of any sort for Fred Nichols, Paul L.(Larry) McGee, and/or Volunteer Enterprises, LLC. (and each's respective professionals/counsel) Furthermore, notwithstanding anything to contrary, neither VDEQ nor Chesterfield is releasing Debtors; however, neither Estates nor Trustee shall be liable for any related penalties or claims. **Notwithstanding foregoing, nothing shall be deemed waiver of VDEQ's regulatory obligations or its right to file a proof of claim with priority over general unsecured creditors for funds advanced post-petition in excess of Bond Funds** and advances made prior to settlement. Parties agree to work together cooperatively to address any issues which may arise.



## **Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill ALL EVIDENCE FOUND AT ECF NO. 559**

**T has been actively implementing CS including but not limited to following-**

- T, with assistance of counsel, negotiated, obtained Court approval on November 7, 2026, and consummated contract retaining Stearns, Conrad and Schmidt, Consulting Engineers, Inc., ("SCS") as project manager. – DEQ wanted this entity**
- Immediately thereafter, T along with counsel and SCS, met in person on November 7, 2025, with representatives of DEQ to discuss issues and next steps to address the horrific condition of Landfill due to years of financial neglect occurring before T appointment. Part of said discussions included concepts of structure of needed environmental budget required by CS.**
- On December 19, 2025, T, along with counsel and SCS, met in person with DEQ to discuss proposed environmental budget. A copy of initial draft was provided to all in attendance.**

## **Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill ALL EVIDENCE FOUND AT ECF NO. 559**

While waiting on DEQ comments on proposed budget, T, with counsel, continued to otherwise implement CS which included but was not limited to negotiating and obtaining Court's approval of contracts as well as rejection of contracts, all consistent with what was required under CS.

And T, with assistance of team, continued to triage Landfill with pump and haul and other related activities to prevent an environmental disaster. In addition to issues related to extreme financial neglect at Landfill that occurred for many years before T appointment, severe weather events in 2026 severely hampered longer-term remediation plans and required around clock focus on triage efforts to prevent catastrophic events. With great assistance of boots on ground individuals and SCS, storms miraculously were weathered; however, already tenuous condition of Landfill was severely impacted. To be clear and to ensure there are no misconceptions, the Landfill, while relatively stable as of today, remains in serious jeopardy as result of Landfill's extreme financial neglect that occurred for many years before T appointment.

In early February 2026, DEQ notified T that it was ready to further discuss environmental budget and next steps, and virtual meeting was held on February 5, 2026, to facilitate said discussions. Based on those discussions, revised budget was provided to DEQ on February 6, 2026. DEQ approved said budget on February 26, 2026.

## Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill

- Trustee filed Motion to Approve on 3/10 (ECF No. 514) and Court approved Budget aspect (ECF No. 536)

“While the amounts forecasted in the Environment Budget seem insurmountable (and candidly are extremely daunting to me and my team), especially in comparison to the bond funds, for anyone familiar with the condition of the Landfill caused by the years of financial neglect, there really should be little surprise that a substantial amount of resources are desperately required to adequately address the serious and significant issues at the Landfill if there is any chance of preventing an environmental catastrophe. While I, with SCS's tutelage, now better appreciate the scientific bases for certain conditions, the serious and substantial issues at the Landfill certainly are not new and were known by insiders and others for years.”

“In addition to issues related to the extreme financial neglect at the Landfill that occurred for many years before my appointment, recent severe weather events in 2026 have severely hampered longer-term remediation plans and required around the clock focus on triage efforts to prevent catastrophic events. For example, given this Winter's rain/ice/snowstorms and frigid temperatures, even the most basic pump and haul efforts were challenged. Valves and hoses were frozen, and operations were limited at one point to utilization of a 2" pump draining the containment area and pumping into each holding tank separately. Also, both offsite facilities accepting the hauled Leachate were closed for abnormal periods and the third-party tanker trucks could not safely traverse the property. Power also was lost in several instances requiring reliance on the few available generators. With the great assistance of the boots on the ground individuals and SCS, the storms miraculously were weathered; however, the already tenuous condition of the Landfill was severely impacted. To be clear and to ensure there are no misconceptions, the Landfill is in serious jeopardy. The described weather events have amplified the years of financial neglect at the Landfill. Power stations are broken, pumps that remain working require maintenance (if not replacement), lines are damaged, the current pump and haul program is hampered by out of service onsite pump trucks and inadequate and dilapidated holding tanks. To that end, much of the rental equipment utilized for the capping efforts was returned to the vendor given the wet conditions and inability to utilize the same to full potential, with the goal of renewing such activities once the ground dries and conditions are safe to resume. I am hopeful that as the nicer weather continues, the Landfill can transition back from triage storm recovery to moving forward with remediation efforts. Of course, such efforts will continue to require attention to the existing and ongoing operational issues and conditions. And remediation will require substantial time and additional resources beyond the woefully insufficient bond proceeds to adequately address (and hopefully prevent catastrophic) environmental issues at the Landfill caused by extreme financial neglect over numerous years, along now with the ETLF characteristics in certain of its cells.”

-Trustee's Declaration in Support of Budget/554 Motion (ECF No. 521)

## Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill

- Every expenditure T makes in connection with Landfill operations is consistent with environmental budget as well as approved by DEQ (ECF No. 559)
- 554 Aspect of Motion continued until July 14 (ECF No. 536)

“On April 14, 2026, I participated with the Judicial Mediator and other parties to the Comprehensive Settlement in an in-person session to address the woefully insufficient bond funds and identify ways to bridge the significant funding gap. While the session was productive, no specific acceptable path was identified, and all participants agreed to continue in good faith to identify and implement one or more paths to bridge the excessive funding gap. To further facilitate those good faith efforts and allow additional time for the parties to work with the Judicial Mediator toward a substantive resolution, I agreed to continue the 554 Aspect of the Budget/554 Motion for a further period of time.”

- Trustee's Declaration in Support of Continuing 554 Aspect of Motion (ECF No. 539)



## **Chapter 7 Bankruptcy Trustee's Attempts to Address Serious Environmental Issues at Shoosmith Landfill ALL EVIDENCE FOUND AT ECF NO. 559**

Given that T had been engaged in extensive private discussions since last August with various governmental representatives with both Commonwealth of Virginia and Chesterfield County, T was very surprised and disappointed to read in public domain that certain state legislators maintained that they just recently became aware of Landfill's serious situation. T actually had understood that one or more state legislators had been approached about serious conditions. Based on hearing otherwise in public domain, T asked counsel to reach out to welcome opportunity to meet with state legislators and answer any questions each may have with respect to these Cases. And, on June 4, 2026, T, along with counsel, met with certain members of what T understand is commonly referred to as Chesterfield Delegation of the Commonwealth's General Assembly. Information provided during the meeting was primarily from Court documents. T also shared with members of Chesterfield Delegation in attendance pictures of Landfill's condition.

## **Collaboration to Date Has Helped Accomplish Substantial Amount**

Upon obtaining initial Court approval to continue operations, secured commitment to utilize bond funds for pump and haul and closure related items.

Negotiated workers comp, general liability and berm insurance through September, 2026 (must be renewed annually). Secured rental equipment and obtained initial survey to assist in closure activity.

Negotiated immediate relationship with trucking and disposal facilities.

Utilized SCS for ongoing Landfill operational oversight. Participates in weekly meeting with SCS to address operational issues/needs, which in addition to closure/pump and haul matters include consultation with regard to pretreatment facility options, ongoing operational concerns caused by years of neglect, including broken pumps, lines, defective equipment, inadequate power, obsolete holding tanks, leachate seeps... all with eye toward compliance with Bankruptcy Court and DEQ approved budget.

Interacts daily with site employees to facilitate and prioritize emergency and critical repair and maintenance items, including repairing erosion items, cleaning out sediment basins, repairing sediment basins, replacing/repairing storm piping and drains while managing ongoing leachate waste streams at Landfill and, when possible, addressing closure items.

## Collaboration to Date Has Helped Accomplish Substantial Amount

Weekly meetings w/ SCR and SCS to foster collaboration and communication on ongoing matters, such as gas flow and water management, status of well operations, data sharing, descaling and other mitigation items.

Meetings w/ Ingenco to negotiate rejection of pre-petition contract and discuss reasonable terms for post-petition agreement mutually beneficial to both parties.

Negotiated more favorable contracts with Republic and Waste Management (cost and ability to dump 24/7 – critical to avoid Sunday evening/Monday morning emergencies).

Implemented bi-monthly pump cleaning regime w/ Integrity to assist in cleaning/re-building dilapidated pumps that are salvageable.

Secured assistance of electrical contractor to assist in repairing portions of damaged electrical infrastructure to install very basic power components to bring a few integral pumps back online.

Utilized services of Progressive to descale portion of force main to unclog and facilitate better water flow through certain cells.

Retained services of surveyors for additional site work to facilitate additional closure activity.

Conducted 3 multi-day sampling/testing of liquids at various locations on site; results provided to numerous entities.

Weekly meeting with DEQ and SCS to discuss recent activities proactive and reactive and to address items on DEQ agenda.

Can  
be  
found  
at ECF  
No.  
514-1

|                                                                              |                   |                  |                  |
|------------------------------------------------------------------------------|-------------------|------------------|------------------|
| Case 25-33037-KLP Doc 584-1 Filed 07/13/26 Entered 07/13/26 18:51:07 Desc    | Exhibit(s)        | Exhibit A        | Page 35 of 40    |
| Cost Category                                                                |                   |                  |                  |
| Operations Costs                                                             |                   |                  |                  |
| Compliance Reporting                                                         |                   |                  |                  |
| Latiella - Water Quality Monitoring                                          |                   |                  |                  |
| Groundwater Routine Monitoring                                               | \$ 4,846,500.00   | \$ 172,000.00    | \$ 177,100.00    |
| Non-routine Groundwater Monitoring                                           | \$ 846,300.00     | \$ 30,000.00     | \$ 30,900.00     |
| Swift Creek Routine Monitoring                                               | \$ 387,100.00     | \$ 7,800.00      | \$ 8,000.00      |
| Swift Creek Annual Reporting                                                 | \$ 149,100.00     | \$ 3,000.00      | \$ 3,100.00      |
| TiC - Regulatory Compliance VPD/S & Gas                                      |                   |                  |                  |
| Monthly Landfill Gas Perimeter Monitoring                                    | \$ 744,800.00     | \$ 15,000.00     | \$ 15,400.00     |
| Non-Routine Regulatory Reporting and Compliance                              | \$ 223,600.00     | \$ 4,500.00      | \$ 4,600.00      |
| Weekly VPD/S Facility Inspections                                            | \$ 528,700.00     | \$ 43,500.00     | \$ 44,800.00     |
| Annual Stormwater Training                                                   | \$ 49,600.00      | \$ 1,000.00      | \$ 1,100.00      |
| Health Risk Analysis Report                                                  | \$ 372,300.00     | \$ 7,500.00      | \$ 7,700.00      |
| SCS Engineers - Landfill Gas                                                 |                   |                  |                  |
| Routine SLM Monitoring                                                       | \$ 643,900.00     | \$ 53,000.00     | \$ 54,600.00     |
| Exceedance SLM Monitoring                                                    | \$ 217,600.00     | \$ 21,000.00     | \$ 22,500.00     |
| Routine Wellhead/SLM Reporting                                               | \$ 1,094,700.00   | \$ 90,100.00     | \$ 92,800.00     |
| ETL - Enhanced Monitoring & Lab Analysis                                     | \$ 1,030,400.00   | \$ 84,800.00     | \$ 87,300.00     |
| SCS Engineers - Air Quality                                                  |                   |                  |                  |
| Routine TRS Sampling/Reporting                                               | \$ 842,200.00     | \$ 17,000.00     | \$ 17,500.00     |
| Semi-Annual & Annual Title V/GHG Reporting                                   | \$ 3,683,700.00   | \$ 74,200.00     | \$ 75,400.00     |
| Emissions & Other Recordkeeping                                              | \$ 920,700.00     | \$ 18,600.00     | \$ 19,100.00     |
| SCS Engineers - Odors                                                        | \$ 329,700.00     | \$ 15,900.00     | \$ 16,400.00     |
| ONE - Environmental Compliance Support                                       |                   |                  |                  |
| Daily Inspections                                                            | \$ 2,236,200.00   | \$ 175,000.00    | \$ 188,500.00    |
| Solid Waste Permit Compliance Costs                                          | \$ 7,446,100.00   | \$ 150,000.00    | \$ 154,400.00    |
| Stormwater Permit Compliance                                                 | \$ 364,300.00     | \$ 30,000.00     | \$ 31,800.00     |
| Other Waste, Air, and Wastewater Reporting Tasks                             | \$ 3,226,700.00   | \$ 65,000.00     | \$ 66,900.00     |
| MSE - Berm Inspections                                                       | \$ 255,600.00     | \$ 5,100.00      | \$ 5,300.00      |
| Post-construction Evaluation and Certification of 2025 Final Cover           | \$ 209,500.00     | \$ 209,500.00    |                  |
| Submission of final cover reports to VDOT                                    | \$ 51,500.00      | \$ 51,500.00     |                  |
| Development and Submittal of 2025 Semi-Annual & Annual Title V/GHG Reporting | \$ 361,600.00     | \$ 361,600.00    |                  |
| Post Closure Care Evaluation                                                 | \$ 73,200.00      |                  |                  |
| Post Closure Care Certification                                              | \$ 18,300.00      |                  |                  |
| Liquids Management                                                           |                   |                  |                  |
| Dominion Electrical, Modern, Tank Controls                                   | \$ 361,900.00     | \$ 19,800.00     | \$ 20,400.00     |
| Temporary Leachate Storage Infrastructure                                    | \$ 372,200.00     | \$ 183,400.00    | \$ 188,800.00    |
| MBI - Off Site Pump and Haul                                                 | \$ 3,369,500.00   | \$ 1,660,200.00  | \$ 1,709,300.00  |
| Shamrock - Treatment & Recycling Leachate Treatment                          | \$ 3,361,900.00   | \$ 1,656,500.00  | \$ 1,705,400.00  |
| WM - Leachate Disposal Off site                                              | \$ 4,746,200.00   | \$ 2,338,500.00  | \$ 2,407,700.00  |
| MBI - Off Site Pump and Haul (residuals)                                     | \$ 4,256,900.00   |                  | \$ 445,800.00    |
| Residuals Disposal Off site                                                  | \$ 9,127,700.00   |                  | \$ 956,000.00    |
| Chesterfield Co. On site leachate disposal                                   | \$ 1,834,500.00   |                  | \$ 192,200.00    |
| Enthalpy Leachate Lab Testing & Analyses                                     | \$ 868,600.00     |                  | \$ 19,300.00     |
| Routine Leachate Reporting                                                   | \$ 101,000.00     |                  | \$ 2,200.00      |
| Leachate Pre-Treatment O&M                                                   | \$ 11,528,100.00  |                  | \$ 1,075,500.00  |
| Final Cover Maintenance                                                      |                   |                  |                  |
| Repairs                                                                      | \$ 3,145,700.00   | \$ 254,400.00    | \$ 261,900.00    |
| Mowing                                                                       | \$ 588,300.00     | \$ 42,400.00     | \$ 43,700.00     |
| Re-seeding                                                                   | \$ 1,871,800.00   | \$ 146,500.00    | \$ 150,900.00    |
| Landfill Gas Collection and Control System Maintenance                       | \$ 7,048,200.00   |                  | \$ 155,300.00    |
| Heavy Equipment                                                              |                   |                  |                  |
| Equipment Rental                                                             | \$ 670,100.00     | \$ 670,100.00    |                  |
| Equipment Maintenance                                                        | \$ 180,500.00     | \$ 180,500.00    |                  |
| Diesel Fuel                                                                  | \$ 112,800.00     | \$ 112,800.00    |                  |
| General Operating Costs                                                      |                   |                  |                  |
| Leachate Pump Maintenance                                                    | \$ 2,101,500.00   | \$ 173,000.00    | \$ 178,100.00    |
| Leachate Pump Repairs                                                        | \$ 1,470,500.00   | \$ 121,000.00    | \$ 124,600.00    |
| Tools and Supplies                                                           | \$ 1,600.00       | \$ 200.00        | \$ 200.00        |
| Sewer                                                                        | \$ 17,200.00      | \$ 1,400.00      | \$ 1,500.00      |
| Vehicle Maintenance                                                          | \$ 1,592,400.00   | \$ 131,000.00    | \$ 134,900.00    |
| Other Electrical                                                             | \$ 1,338,800.00   | \$ 110,100.00    | \$ 113,400.00    |
| Other Maintenance                                                            | \$ 375,200.00     | \$ 30,900.00     | \$ 31,800.00     |
| Administrative                                                               |                   |                  |                  |
| IT, Internet, & Phone                                                        | \$ 867,700.00     | \$ 17,500.00     | \$ 18,000.00     |
| Landscaping                                                                  | \$ 147,100.00     | \$ 3,000.00      | \$ 3,100.00      |
| Rent                                                                         | \$ 655,200.00     | \$ 13,200.00     | \$ 13,600.00     |
| Staff                                                                        | \$ 11,054,900.00  | \$ 782,300.00    | \$ 805,400.00    |
| Employee Expenses                                                            | \$ 918,100.00     | \$ 75,500.00     | \$ 77,700.00     |
| Insurance                                                                    | \$ 3,550,100.00   | \$ 248,900.00    | \$ 256,300.00    |
| Uniforms                                                                     | \$ 61,800.00      | \$ 5,100.00      | \$ 5,400.00      |
| Subtotal Operations Costs                                                    | \$ 108,890,100.00 | \$ 10,685,000.00 | \$ 9,368,100.00  |
| Contingency (10% of Subtotal)                                                | \$ 10,889,010.00  | \$ 1,068,500.00  | \$ 936,800.00    |
| Project Management (5% of Subtotal)                                          | \$ 5,444,505.00   | \$ 534,300.00    | \$ 468,400.00    |
| Total Operations Costs                                                       | \$ 125,224,000.00 | \$ 12,287,800.00 | \$ 10,773,300.00 |
| Capital Projects                                                             |                   |                  |                  |
| Wastewater Pre-Treatment System                                              | \$ 21,962,050.00  | \$ 10,640,350.00 | \$ 11,321,700.00 |
| Final Cover Construction                                                     | \$ 5,413,500.00   | \$ 5,413,500.00  |                  |
| Closure Planning and Sundry                                                  | \$ 135,100.00     | \$ 135,100.00    |                  |
| Leachate Collection and Storage System Upgrades                              | \$ 2,660,100.00   | \$ 2,660,100.00  |                  |
| Blower Flare Replacement                                                     | \$ 3,548,000.00   |                  |                  |
| Equipment Replacement                                                        | \$ 1,345,100.00   | \$ 212,800.00    |                  |
| Subtotal Capital Costs                                                       | \$ 35,063,900.00  | \$ 19,061,900.00 | \$ 11,321,700.00 |
| Contingency (20% of Subtotal)                                                | \$ 7,012,800.00   | \$ 3,812,400.00  | \$ 2,264,300.00  |
| Design, CQA, & Administration (15%)                                          | \$ 5,259,700.00   | \$ 2,859,300.00  | \$ 1,698,300.00  |
| Total Capital Costs                                                          | \$ 47,336,400.00  | \$ 25,733,600.00 | \$ 15,284,300.00 |
| Total Annual Cost                                                            | \$ 172,560,400.00 | \$ 38,021,400.00 | \$ 26,057,600.00 |

## Environmental Budget Details (2026-2056)

- Result of prior judicial mediation last Fall before Honorable Kevin R. Huennekens, along with collaboration and insight from DEQ

- Under current circumstances, budget best addresses extensive & costly issues at Landfill resulting from extreme financial neglect over numerous years, along now w/ ETLF characteristics in certain cells.

-estimates have been developed based on SCS' understanding of current site conditions, previous professional experience at this and similar landfills, historical costs, quotes obtained by others, and assumptions that SCS believes are reasonable at this time

- work in progress and is subject to further refinement as additional information is obtained and synthesized

## Addresses 5 Categories:

- completion of final cap installation and the remaining stages of landfill closure
- liquids management
- corrective actions and remedial measures associated with ETLF conditions
- long-term post-closure care maintenance and monitoring
- environmental regulatory compliance



## Confused Over Public Statements about Insufficient Information Related to Budget

Court and DEQ approved budget is extremely detailed with substantial amount of information backing up each line item (estimates have been developed based on SCS' understanding of current site conditions, previous professional experience at this and similar landfills, historical costs, quotes obtained by others, and assumptions that SCS believes are reasonable at this time). To best of our knowledge, when asked for specifics of certain line item, we have provided that information to DEQ.

Trustee filed on public domain (ECF No. 373) detailed explanation of expected revenues from gas royalties. Trustee provided to DEQ's counsel detailed information about every penny of gas revenue received since her appointment.

In addition, there have been weekly calls with representatives of DEQ (unless DEQ cancels calls) to discuss Landfill. And representatives of both DEQ and Chesterfield County have been invited to participate and oversee every action taken out at Landfill since Trustee's appointment last August.

# Need for Funding and Other Legislation

1. Funds needed given woefully inadequate Bond Funds to address issues caused by years of financial neglect
  - Approximately 50 Million delta over next two years (based on Environmental Budget; understand others may have other models that Trustee is not privy to)
  - Bond Funds run out in October (sooner if proceed with Pre-treatment expenses)

**Other Potential Sources of Funds – Significant delays for receipt; therefore, should view as potential to reimburse for immediate infusion**

- Recovery From Insiders – Liability is Strong (45+ Million); Collectability is Concern
- Recycle Parcel (500K) – Need to address Insider Lien and Mechanics Liens
- Pre-Settlement Royalties (450K) - subject to disputed Insider lien that will need to be addressed
- 1.5M Chapter 11 Professional Reserve – Professionals claim interest in funds by virtue of order entered by Delaware Bankruptcy Court; Trustee and DEQ object; Judicial Mediator recently mediated; result 900K coming to Estates
- Post-Settlement Royalties – Available after payment of Chapter 7 administrative expenses

# Need for Funding and Other Legislation

## 2. Direct discharge into Chesterfield WWTF

Pump and Haul is Too Costly and Not Addressing Underlying Issues; Substantial Amount of Money Spent, and Liquid Levels Remain at Maximum Capacity

### Budgeted for 2026 (assumes no direct discharge to Chesterfield)

- MBI - Off-Site Pump-and-Haul  
\$1,660,200.00
- Shamrock - Treatment & Recycling Leachate Treatment  
\$ 1,656,500.00
- WM - Leachate Disposal Off-site  
\$ 2,338,500.00

Totals – Yearly \$5.7 Million; Monthly \$475K

From 8/1/25 to 4/15 (approximately 8.5 months), Landfill incurred costs of approximately \$4.9M consisting primarily of pump/haul and triage expenses

### Budgeted for 2028 (assumes Pre-Treatment Facility up and running, with complete direct discharge into Chesterfield other than residuals)

- Chesterfield Co. On-site leachate disposal  
\$ 192,200.00
- MBI - Off-Site Pump-and-Haul (Residuals)  
\$ 445,800.00
- Residuals Disposal Off-site  
\$ 956,000.00

# Need for Funding and Other Legislation

**3. Ownership and Operation of Landfill Long Term**

**4. Stronger Legislation/Regulation to Prevent in Future**



# Forum for Citizen Concerns