

**DELAWARE COUNTY SOLID WASTE
AUTHORITY BOARD MEETING**

ROSE TREE PARK

December 21, 2022

**DELAWARE COUNTY SOLID WASTE AUTHORITY
MEETING
ROSE TREE PARK
December 21st, 2022
3:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. **Approval** of the Minutes of the Board of Directors Meeting held at Rose Tree Park on November 16th, 2022.
5. Public Comment
6. Report: Interim CEO, Jim Warner
Updates: various topics, Covanta Letter
7. Facility Operations
Review: November 2022 Tonnage Summary
Review: Delaware County HHW Events Summary for 2022
Action Item with Issue Paper: Household Hazardous Waste Service Agreement with MXI Environmental Services, LLC
Action Item with Issue Paper: Equipment Ordering and Subsequent Purchase in 2023
8. Accounting and Finance Report
Review: November and YTD Operating and Capital Budget Report
Review: Monthly Cash Flow Report
Action Item: Approval of the Accounts Payable List for November 2022.
9. Public Outreach and Communications
Update: www.delcoswa.org continues to be updated. Board meeting page now easier to find.
10. Other Business
Authority Governance: Report from the Nominating Committee
Authority Governance: Approve Officers for 2023
11. Strategic Planning, Administration and Policy
Action Item with Issue Paper: Approve Agreement with Wireback Consulting, LLC for 2023 HR Services
Action Item with Issue Paper: Approve Updated Employee Handbook
Action Item: Resolution 2022-9: Approve joining the Pennsylvania Local Government Investment Trust (PLGIT)
Action Item: Approve Entering into Contract with Practical Waste Solutions, LLC for Consulting Services for 2023.
12. Solicitor Report
13. Executive Session: Personnel
14. Compensation:
Approve Memo Dated 12/21/22: Topic A
Approve Memo Dated 12/21/22: Topic B
15. Adjournment

DELAWARE COUNTY SOLID WASTE AUTHORITY
Rose Tree Park
November 18, 2022

The meeting was called to order at 3:00 PM.

The pledge of Allegiance was said.

Roll Call

Board Member Attendance: James McLaughlin, Chairman
 James Kelly, Vice Chairman
 John Butler, Member
 Steven Goldfield, Member
 William Silverstein, Member
 Don Vymazal, Ex-Officio

Others In attendance: James Warner, Interim CEO
 Michael Clarke, Solicitor
 Samantha Newell, Solicitor
 Wendy Marburger, CAO
 Jeff Munster, COO
 Angela Nash, Accounting Manager

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Minutes of the Board of Directors Meeting held at Rose Tree Park on October 19, 2022. Motion made by James Kelly Seconded by William Silverstein; motion was passed with no dissenting votes. Steven Goldfield abstained.

Jim Warner, Interim CEO updates on:

- Energy Power Partners/Landfill Gas
- Waste Management Diesel Fuel Prices
- MIP/Accounting System/Mid December

Angela Nash:

- MIP Cloud explanation

Jeff Munster:

- Dave Moser is attending SWANA MOLO Classes and learning new information
- DEP will be at the Landfill on November 18, 2022 to look at the construction
- Plant # 3 Fence

October 2022 Tonnage Summary reviewed

Upon motion duly made and seconded, and by unanimous vote **Approval** to Award Leachate Hauling to Wastewater Treatment Facilities for 2023 to Kline's Services, Inc. Motion made by Steven Goldfield Seconded by James Kelly; motion was passed with no dissenting votes.

October and Year-to-date Operating and Capital Budget Report reviewed.

Year to Date Budget Performance by location reviewed.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Payment of Bills For the month of October 2022. Motion made by James Kelly; Seconded by Steven Goldfield, motion was passed with no dissenting votes.

Public Outreach and Communications: Changes that the Board requested were made

Other Business:

Authority Governance: Appoint Nominating Committee: James Kelly, William Silverstein and William Jones: Report for nominations for the below positions is due on or before December 9, 2022.

- Chair
- Vice-Chair
- Secretary
- Treasurer/Assistant Secretary
- Ex-Officio Position
 - Delaware County Council Representative
 - Delaware County Consortium of Governments Representative

Upon motion duly made and seconded, and by unanimous vote **Approval** to Adopt Revisions to Employees Healthcare Plan for 2023. Motion made by Steven Goldfield; Seconded James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Adopt Compensation Administration Policy and Pay Ranges for 2023 Motion made by Steven Goldfield; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Commercial Waste Discount Policy for 2023 Motion made by Steven Goldfield; Seconded by James Kelly, motion was passed with no dissenting votes.

Solicitors Report: No report

There being no further business, the meeting was adjourned at 4:20 PM.

SENT VIA UPS

December 7, 2022

Mr. James Warner
Interim CEO, Delaware County Solid Waste Authority
Rose Tree Park – Hunt Club
1521 North Providence Road
Media, PA 19063

Subject: Covanta Delaware Valley, L.P.
Delaware Valley Resource Recovery Facility (DVRRF)
Title V Operating Permit No. 23-00004
Notification of Plan Approval Application

Dear Mr. Warner:

Covanta Delaware Valley, L.P. (Covanta) is providing this Municipal Notification, pursuant to 25 PA Code Section 127.43a, to inform you that Covanta is submitting a Plan Approval application for the installation of Selective Non-Catalytic Reduction (SNCR) air pollution control technology that will be utilized to reduce Nitrogen Oxide (NOX) emissions at the DVRRF by approximately 17% each year. Implementation of this project will have a significant positive environmental impact on the surrounding community and region. The construction and installation of SNCR is being undertaken pursuant to 25 PA Code Chapter 129 (Additional RACT Requirements for Major Sources of NOX and VOCs for the 2015 Ozone NAAQs, or RACT III).

SNCR will be installed on all six (6) combustor units at the DVRRF located at 10 Highland Avenue, Chester, Delaware County. The units currently operate under Title V Operating Permit No. 23-00004 and Solid Waste Disposal and/or Processing Facility Permit No. 400593, both issued by the PA Department of Environmental Protection (DEP).

The City of Chester and County of Delaware may make comments to the DEP within thirty (30) days of receipt of this notification. This application will be submitted to the DEP prior to December 31, 2022. The DEP will accept comments from the public on the application. Comments may be submitted to:

Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401
Attention: Mr. James Rebarchak
Manager, Air Quality Program

In addition to the written comment period, both Covanta and DEP will hold a public meeting in the first quarter of 2023 to solicit comments and feedback. If you have any questions regarding this matter, please contact me or Kim Bradford at (610) 291-3890.

Sincerely,

Larry A. Smith
Facility Manager



cc: James Rebarchak (Southeast DEP)
Justin Surrat (Central DEP)

Janine Tolluch-Reid (Southeast DEP)
File – Delaware Valley - Title V

**DELAWARE COUNTY SOLID WASTE AUTHORITY
NOVEMBER, 2022
TONNAGE SUMMARY**

	Month				YTD			
	Budget	Actual	Variance	Variance %	Budget	Actual	Variance	Variance %
Delaware County Refuse								
Delco Residential	14,768	13,747	(1,021)	-7%	163,854	142,772	(21,082)	-13%
Delco Commercial	8,598	11,140	2,541	30%	95,398	113,997	18,599	19%
Delco Direct Residential	5,007	5,144	137	3%	55,555	56,113	558	1%
Delco Direct Commercial	5,007	2,948	(2,059)	-41%	55,555	37,611	(17,944)	-32%
Total Tons	33,380	32,978	(402)	-1%	370,361	350,493	(19,868)	-5%
Rolling Hills Landfill								
Covanta Ash	31,953	31,396	(557)	-2%	354,525	332,968	(21,558)	-6%
Plymouth Ash	4,282	4,418	136	3%	47,514	45,127	(2,387)	-5%
Berks County	3,442	7,548	4,105	119%	38,195	45,785	7,591	20%
Montgomery County	6,912	7,124	212	3%	76,686	90,975	14,289	19%
Residual	0	93	93		0	8,767	8,767	
Total Tons	46,589	50,579	3,990	9%	516,920	523,622	6,702	1%
System Tons	79,970	83,557	3,588	4%	887,281	874,115	(13,167)	-1%



November 30, 2022

TO:: James Warner, Interim CEO

FROM: Sue Cordes

A handwritten signature in black ink that reads "Sue".

SUBJECT: 2022 HHW Events' Recap

Attached you will find a recap of our four HHW Events for 2022 for your review. Important financial information includes:

Total being submitted to PA DEP (once the final check is cut)	\$144,064.73
Total includes \$8,501.63 in County Personnel Costs	
Total County Personnel Reimbursement	(4,250.81)
DCSWA's out-of-pocket cost	\$135,563.10
PA DEP Reimbursement	\$ 72,032.36
Final DCSWA Reimbursement	\$ 67,781.55
Covanta Reimbursement – 44% of our out-of-pocket costs	<u>\$ 59,647.76</u>
Total Reimbursement to DCSWA	\$127,429.31
Total DCSWA Out-of-pocket	<u>\$8,133.79 or 6%</u>

Enc.

cc: Angie Nash, Account Manager



Delaware County Solid Waste Authority
Rose Tree Park ~ Hunt Club
1521 N. Providence Road
Media, PA 19063
610-892-9627

COVANTA DELAWARE VALLEY, L.P.
INVOICE FOR 2022
DELAWARE COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTIONS

Listed below please find information relative to Delaware County's four 2022 HHW Collection Events.

Collection Date	Collection Site	Number of Participants	Pounds Collected	Invoices	Average Cost per Participant
23-Apr-22	Emergency Services Training Ctr.	481	35,983	\$ 34,993.00	\$ 72.75
11-Jun-22	Rose Tree Park	573	34,645	\$ 45,914.03	\$ 80.13
10-Sep-22	Emergency Services Training Ctr.	368	23,186	\$ 25,762.73	\$ 70.01
15-Oct-22	Upper Chichester Muncipal Bdg.	410	28,311	\$ 28,893.34	\$ 70.47
Totals for 2022		1,832	122,125	\$ 135,563.10	\$ 73.34
Covanta Delaware Valley, L.P. ~ 2022 HHW Event Cost = 44% of the above Total				\$59,647.76	\$ 73.34

Respectfully submitted,


Connie M. Butler, Recycling & Hazardous Waste Manager

2,840 pounds of clean Cardboard are included in the above weights; however, they were recycled with local vendors at no cost to the Program.

5,000 pounds of lead acid batteries were recycled with MXI without charge.

**April's event ~ we were charged \$1.80 per pound for Alkaline Waste which should have been \$1.75. A credit of \$189.55 was issued with our September 10th event.*

ISSUE PAPER

Issue: Household Hazardous Waste Service Agreement

Background: The Authority has used MXI Environmental Services LLC (MXI) to manage its Household Hazardous Waste Events since 2019. The current Agreement expires at the end of 2022.

Discussion: MXI has performed past HHW events for the Authority in a satisfactory manner. MXI also provides HHW services to the southeastern PA counties of Bucks, Chester, Montgomery, and Philadelphia. All of these counties are again signing with MXI as their vendor as part of a regional coordination of 2023-2024 Household Hazardous Waste Events for 2023 through 2024. The new arrangements are also being coordinated through the State of Pennsylvania Department of Agriculture's CHEMSWEEP program. This allows for \$15,000 of payment towards pesticide disposal costs for each event.

Recommendation: It is recommended the Authority approve extending the MXI Agreement for 2-years for a term from January 1, 2023, through December 31, 2024.

Approved: _____

James McLaughlin, Chairman

Date: December 13, 2022

HOUSEHOLD HAZARDOUS WASTE SERVICE AGREEMENT

AGREEMENT made effective the 21st day of December, 2022 between the Delaware County Solid Waste Authority, hereinafter called "Authority", and MXI Environmental Services, LLC, a corporation existing under the Laws of the State of New Jersey with an office located at 26319 Old Trail Road, Abingdon, Virginia, 24210, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the Authority has agreed to conduct four (4) **HOUSEHOLD HAZARDOUS WASTE COLLECTION/DISPOSAL** events, and

WHEREAS, contractor/vendor is desirous of performing said public works project.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

SCOPE OF WORK. The contractor will be responsible to furnish and deliver any and all labor, equipment and materials necessary to accept, remove and dispose of household hazardous waste ("HHW") materials delivered by County residents at the collection locations and dates outlined below:

Unless otherwise agreed in writing the Authority will not be responsible for providing any labor, materials, or equipment to assist Contractor in the performance of accepting, removing, and disposing of the household hazardous waste collected from the residents. The Authority will be responsible for managing a pre-registration program and traffic flow at the events. The Authority and the Contractor will coordinate the time frame of the event.

CHEMSWEEP. PA Chemsweep is a waste pesticide collection program run the the Pennsylvania Department of Agriculture ("PA Ag"). The program manages site to site pesticide collections for farmers, growers, and applicators. The program also sponsors HHW collection events whereas PA Ag covers up to \$15,000 towards pesticide disposal. Attached as Exhibit A. is the pricing schedule for the HHW events sponsored by Chemsweep. MXI is currently the contractor for this program and would utilize the HHW component to sponsor the Authority's HHW events.

PAYMENT. The Authority will utilize the PA Chemsweep HHW pricing as outlined in the program. PA Ag will be responsible for paying for the first \$15,000 of pesticide disposal. That amount will be billed to PA Ag directly. The remainder of the invoice will be billed directly to the Authority.

INSURANCE. MXI Environmental Services LLC, agrees to maintain insurance as specified in the contract documents, and as set forth in the certificate of insurance

attached hereto as Exhibit B, and shall provide the Authority with a certificate of insurance for each event.

INDEMNITY. The Contractor hereby indemnifies and shall at all times save and hold harmless the Authority, and its officers, attorneys, employees, and agents from and against any and all claims (including workers' compensation and wage claims), demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation additional engineering costs and attorney's fees and the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by, whether whole or in part, the performance, activities, operations, conducts, negligence, or omissions of the Contractor, or any of its agents or employees, including subcontractors.

COMPLIANCE WITH RULES, REGULATIONS AND LAWS. It is mutually agreed that all rules, regulations, and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of the Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Contractor agrees to comply with the Federal Commercial Driver's License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of the Agreement, the Contractor covenants and certifies that it will comply in all respects with all Federal, State, County, or other Municipal laws which pertain hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

Except as may otherwise be required by applicable law or regulation, the Contractor will perform the work in strict compliance with the Guidelines for Hazardous Waste Collection, a copy of which is attached hereto as Exhibit C.

CONFLICT OF INTEREST. The Contractor hereby stipulates and certifies that there is no member of the Authority or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefore or who is a party thereto.

LICENSES. The Contractor hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work.

AUDIT. The Contractor shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 relative to Single Audit of Federal Financial Assistance. In any event, the Contractor shall provide the Authority with appropriate documentation should the county wish to conduct an audit relative to expenditure of funds pursuant to this agreement.

ASSIGNABILITY. This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Authority.

COMPLIANCE WITH CERTAIN LAWS. M.G.L. ch.62C §49A: The Contractor hereby certifies, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

RIGHT-TO-KNOW LAW: A) The Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104, applies to this Contract. B) Unless the Contractor provides the Authority, in writing, with the name and contact information of another person, the Authority shall notify the Contractor herein if the Authority needs the Contractor's assistance in any matter arising out of the Right-to-Know Law (RTKL"). The Contractor shall notify the Authority in writing of any change in the name of the contact information with a reasonable time prior to the change. C) Upon notification from the Authority or the Right-to-Know Requestor that the Authority requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the Authority, within ten (10) calendar days after receipt of such request, the Contractor shall indemnify and hold the Authority harmless for any damages, penalties, detriment or harm the Authority may incur as a result of the Contractor's failure, including any statutory damages assessed against the Authority. D) the Authority's determination as to whether the requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Authority's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Propriety Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Authority, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the Authority still decides to provide the Requested Information, Contractor will not challenge or in any way hold the County liable for such a decision. E). The Authority will not reimburse the Contractor for any costs associated with complying with this provision. F). Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

DISPUTES. The parties agree that jurisdiction and venue for any and all claims or disputes arising from this Agreement shall be in the Trial Court for Bristol County, Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Delaware County Solid Waste Authority

Dated: _____

BY: _____
James McLaughlin, Chairman

MXI Environmental Services LLC

Date: _____

BY: _____

STATE OF VIRGINIA

ss:

COUNTY OF WASHINGTON

On this _____ day of _____, 20____, before me personally came Ronald Potter, to me known, who being by me duly sworn, did depose and say he resides in Fort Meyers FL that he Managing Member the corporation described in and which executed the above instrument; that he signed his name thereto.

NOTARY PUBLIC

My Commission expires: _____

STATE OF PENNSYLVANIA

ss:

COUNTY OF DELAWARE

On this _____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s) he resides in the _____ of _____, ; that (s)he is the _____, the Authority described in and which executed the above instrument; and that (s)he signed his/her name thereto by order of the _____ of said county.

NOTARY PUBLIC

My Commission expires: _____

EXHIBIT A



SEPA-CHEMSWEEP HHW PRICING SCHEDULE

WASTE DESCRIPTION	SIZE	PRICE PER LB
<i>*Material Priced per lb with no minimums</i>		
Acids (Liquids)	55 GAL	\$1.50
Acids (Solids)	55 GAL	\$1.50
Aerosols	Y3 BOX	\$0.65
Alkaline Waste (Liquids)	Y3 BOX	\$1.50
Alkaline Waste (Solids)	Y3 BOX	\$1.50
Antifreeze	55 GAL	\$0.50
Asbestos	55 GAL	\$1.00
Batteries - Lead Acid	Y3 BOX	\$0.15
Fire Extinguishers	Y3 BOX	\$0.85
Flammable Liquids	55 GAL	\$0.60
Fluorescent Lamps	CF/CW	\$3.25
Fluorescent Ballasts	55 GAL	\$2.75
Non Haz Material (Alkaline Batteries)	55 GAL	\$0.50
Non Haz Material (Tar/Sealer)	Y3 BOX	\$0.55
Non Haz Material (Bulk Liquid)	55 GAL	\$0.36
Lead Chips	55 GAL	\$10.00
Oil Bulk	55 GAL	\$0.30
Paint/Oil (Loose Pack)	Y3 BOX	\$0.70
Paint/Oil	55 GAL	\$0.70
Pesticide Liquid	Y3 BOX	\$1.50
Pesticide Solid	Y3 BOX	\$1.50
<i>*Material Priced per unit with no minimums</i>		
Propane Large	CY	\$75.00
Propane 20lb	CY	\$12.00
Refrigerant - Small	CY	\$125.00
Refrigerant - Large	CY	\$200.00
Oxygen - Small	CY	\$45.00
Oxygen - Large	CY	\$95.00
Carbon Dioxide - Small	CY	\$45.00
Carbon Dioxide - Large	CY	\$95.00
Nitrogen - Small	CY	\$45.00
Nitrogen - Large	CY	\$95.00
Helium - Small	CY	\$45.00
Helium - Large	CY	\$95.00
Acetylene - Small	CY	\$300.00
Acetylene - Large	CY	\$475.00
Inert/Calibration Gas	CY	\$45.00

Compressed Air	CY	\$45.00
Flammable Cylinders	CY	\$55.00
Mapp Gas	CY	\$55.00
Inceesticide Cylinders	CY	\$475.00
Reactive Cylinder	CY	\$1,200.00 *
Unknown Cylinder	CY	\$1,200.00 *

**If disposal costs exceeds price the extra cost will be passed on with supporting documentation.*

****Material Priced per lb with minimum cost per container***

			MIN
Propane (lecture/mini)	Y3 BOX	\$2.85	\$450.00
Batteries - Lithium	5 GAL	\$3.95	\$225.00
Batteries - NiCad	5 GAL	\$0.85	\$115.00
Batteries - NIMH	5 GAL	\$0.85	\$115.00
Oxidizer Liquid	55 GAL	\$2.40	\$350.00
Oxidizer Solid	55 GAL	\$2.40	\$350.00
Organic Peroxide	5 GAL	\$18.00	\$350.00
Flammable Solids	5 GAL	\$18.00	\$350.00
Mercury Bulk/Devices	5 GAL	\$16.50	\$350.00
Mercuric Compounds	5 GAL	\$75.00	\$750.00
Toxic/Reactive Labpack	5 GAL	\$34.00	\$550.00
Reactive Metals/Powders	5 GAL	\$75.00	\$850.00
Mobilization (1-500 Cars)	Day	\$2,500.00	
Mobilization (501-800 Cars)	Day	\$3,500.00	
Mobilization (>801 Cars)	Day	\$4,500.00	
Forklift x 1	1	\$800.00	
Forklift x 2	2	\$1,200.00	
MSW 30 yard roll off	TM	\$2,000.00	
PortaJon	Unit	\$350.00	
Roll off liner		\$75.00	
Roll off rain cap		\$75.00	

**All weights are gross weights, including shipping containers*

ISSUE PAPER

Issue: Ordering of Equipment for Delivery and Purchase in 2023

Background:

DCSWA had initiated a cyclical equipment replacement schedule, with replacement frequency based on utilization rates, maintenance costs and residual value of each type of equipment. The 2023 Capital Budget equipment plan was approved at the November 2022 BOD meeting and included the items listed below.

Discussion:

DCSWA uses cooperative bidding and purchasing contracts when available to procure equipment and minimize costs. Long delivery durations require us to order equipment well before we plan to purchase it and begin utilizing it within our operations. The chart below outlines the first batch ordering of equipment for 2023.

Site	Type of Equipment	Model	Price	Estimated Trade/Auction Value	Net Cost	Budget Amount	Budget Variance	Purchasing Contract
RHL	Pickup Truck	F250	\$49,125	\$500	\$48,625	\$50,000	(\$1,375)	COSTARS
RHL	Pickup Truck	F250	\$50,373	\$500	\$49,873	\$50,000	(\$127)	COSTARS
RHL	Plow Truck Chassis	F550	\$52,483	\$15,000	\$37,483	\$110,000	(\$42,614)	COSTARS
RHL	Steel Dump Bed	9 Foot Levan	\$17,013	N/A	\$17,013			COSTARS
RHL	Track Dozer	John Deere	\$386,900	\$65,000	\$321,900	\$380,000	(\$58,10)	COSTARS
Total			\$555,894	\$81,000	\$474,894	\$590,000	(\$115,106)	

Recommendation: It is recommended that the Board of Directors approve the ordering and subsequent purchase of the equipment as presented, for an estimated net cost of \$474,894.00

Approved: _____ Date: _____

James McLaughlin, Chairman

DELAWARE COUNTY WASTE AUTHORITY
NOVEMBER, 2022
OPERATING BUDGET SUMMARY

	Month				YTD				
	Budget	Monthly	Variance	Variance %	YTD Budget	YTD	Variance	Variance %	
REVENUE					REVENUE				
Delco Residential	\$1,151,899	\$1,072,232	(\$79,668)	-7%	Delco Residential	\$12,780,598	\$11,136,179	(\$1,644,419)	-13%
Delco Commercial	687,851	891,171	203,320	30%	Delco Commercial	7,631,874	9,119,818	1,487,944	19%
Delco Direct Residential	390,551	401,209	10,658	3%	Delco Direct Residential	4,333,252	4,341,397	8,145	0%
Delco Direct Commercial	400,565	235,836	(164,729)	-41%	Delco Direct Commercial	4,444,361	3,002,236	(1,442,124)	-32%
Covanta Ash	639,059	638,515	(544)	0%	Covanta Ash	7,165,978	6,861,822	(304,156)	-4%
Plymouth Ash	85,647	96,625	10,978	13%	Plymouth Ash	950,275	986,926	36,652	4%
Berks County	247,858	410,681	162,823	66%	Berks County	2,750,047	2,609,865	(140,182)	-5%
Montgomery County	449,259	411,419	(37,840)	-8%	Montgomery County	4,984,638	5,245,239	260,601	5%
Residual	0	4,852	4,852		Residual	0	471,814	471,814	
Grants	10,833	42,737	31,904	294%	Grants	119,167	114,021	(5,145)	-4%
Miscellaneous	8,833	20,540	11,706	133%	Miscellaneous	97,167	212,038	114,871	118%
Total Revenue	\$4,072,356	\$4,225,817	\$153,461	4%	Total Revenue	\$45,257,355	\$44,101,356	(\$1,155,998)	-3%
Discounts	104,506	74,581	(29,925)	-29%	Discounts	\$1,159,518	\$809,149	(350,369)	-30%
Total Net Revenue	\$3,967,850	\$4,151,236	\$183,386	5%	Total Net Revenue	\$44,097,837	\$43,292,208	(\$805,629)	-2%
EXPENSES					EXPENSES				
Administration	\$168,139	\$147,081	(21,058)	-13%	Administration	\$2,307,968	\$2,447,164	\$139,196	6%
Operations	421,912	352,836	(69,076)	-16%	Operations	4,797,595	4,658,246	(139,350)	-3%
Contract Hauling	693,973	844,195	150,222	22%	Contract Hauling	7,699,813	8,080,249	380,436	5%
Covanta Processing	1,404,015	1,418,034	14,019	1%	Covanta Processing	15,608,517	15,180,247	(428,270)	-3%
Delco Host Fees	63,906	64,677	771	1%	Delco Host Fees	709,050	683,652	(25,398)	-4%
RHL Host Fees	317,972	357,028	39,056	12%	RHL Host Fees	3,606,260	3,725,606	119,346	3%
HHW Events/Recycling	8,750	34,905	26,155	299%	HHW Events/Recycling	96,250	182,080	85,830	89%
Total Expenses	\$3,078,667	\$3,218,755	\$140,088	5%	Total Expenses	\$34,825,453	\$34,957,243	\$131,790	0%
Debt P & I Payments	\$60,560	\$60,560	\$0			\$671,117	\$671,117	\$0	
Operating Surplus (Deficit)	\$828,624	\$871,921	\$43,297	5%	Operating Surplus (Deficit)	\$8,601,267	\$7,663,848	(\$937,419)	-11%

**DELAWARE COUNTY SOLID WASTE AUTHORITY
BUDGET PERFORMANCE SUMMARY
NOVEMBER, 2022**

Capital Budget 2022	\$10,807,000
Capital Expense YTD 2022	<u>\$10,134,477</u>
Capital Budget Balance 2022	\$672,523

Summary

Net Operating Surplus November 2022	\$932,481
Capital Expense November 2022	\$151,486
Capital Reserve Contribution	\$0
Operating Account Contribution from Operating Surplus	\$780,995
Capital Reserve Account Beginning Balance as of 11/01/22	\$4,439,852
Capital Reserve Account Transfer from Collateral Account	\$1,250,000
Capital Reserve Account Interest	\$2,947
Capital Reserve Account Ending Balance as of 11/30/22	\$5,692,799
Operating Account (9162) Balance as of 11/30/22	\$1,399,220
Operating Account (9138) Balance as of 11/30/22	\$2,231,023
Closure Collateral Reserve Deposit	\$0.00
Total Account Balances	<u>\$9,323,041.88</u>

DELAWARE COUNTY SOLID WASTE AUTHORITY
MONTHLY CASH FLOW REPORT

2022

	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Actual	September Actual	October Actual	November Actual	December Forecasted	Total Actual
CAPITAL ACCOUNT BALANCE AND CHANGE													
Beginning Balance	\$ 8,185,036	\$ 8,187,649	\$ 8,189,847	\$ 8,192,282	\$ 7,289,551	\$ 7,291,718	\$ 6,494,076	\$ 5,696,601	\$ 5,384,145	\$ 5,386,358	\$ 4,439,852	\$ 5,692,799	
Operating Surplus/(Deficit)	847,847	609,540	817,451	760,693	1,087,619	682,526	667,514	949,150	233,336	819,310	932,481	518,945	8,926,412
Capital Expense	(10,621)	(763,866)	(554,743)	(979,501)	(1,946,165)	(1,685,832)	(1,422,879)	(890,016)	(1,180,959)	(548,310)	(151,486)	(410,000)	(10,544,378)
Capital Reserve Contribution	(837,226)	154,326	(262,708)	218,808	858,546	1,003,306	755,365	(59,134)	947,623	(271,000)	1,250,000	(108,945)	3,648,961
Capital Reserve Transfer to Operating	0	0	0	(905,000)	0	(800,000)	(800,000)	(315,000)	0	(950,000)	(780,995)	(400,000)	(4,950,995)
Interest Earned	2,612	2,198	2,435	2,270	2,167	2,358	2,525	2,544	2,213	3,494	2,947	2,482	30,244
Ending Balance	8,187,649	8,189,847	8,192,282	7,289,551	7,291,718	6,494,076	5,696,601	5,384,145	5,386,358	4,439,852	5,692,799	5,295,280	
OPERATING ACCT (9162) BALANCE AND CHANGE													
Beginning Balance	\$ 2,489,359	\$ 1,469,860	\$ 1,532,587	\$ 1,886,574	\$ 1,466,820	\$ 1,581,201	\$ 1,541,457	\$ 354,778	\$ 1,415,217	\$ 913,148	\$ 776,914	\$ 1,399,220	
Deposits/Credits	\$ 1,693,651	\$ 2,115,791	\$ 2,601,486	\$ 2,092,695	\$ 2,135,115	\$ 2,868,867	\$ 2,478,849	\$ 3,072,353	\$ 2,256,495	\$ 2,513,118	\$ 2,455,114	\$ 2,389,412	\$ 28,672,945
Checks/Debits	(2,713,641)	(2,053,354)	(2,247,837)	(2,512,799)	(2,021,128)	(2,908,799)	(3,666,173)	(2,012,393)	(2,759,163)	(2,650,065)	(1,833,520)	(2,721,219)	\$ (30,100,091)
Interest Earned	\$ 492	290	339	350	395	188	645	480	599	712	712	449	\$ 5,650
Ending Balance	\$ 1,469,860	\$ 1,532,587	\$ 1,886,574	\$ 1,466,820	\$ 1,581,201	\$ 1,541,457	\$ 354,778	\$ 1,415,217	\$ 913,148	\$ 776,914	\$ 1,399,220	\$ 1,067,862	
OPERATING ACCT (9138) BALANCE AND CHANGE													
Beginning Balance	\$ 709,595	\$ 1,025,456	\$ 638,345	\$ 495,975	\$ 419,397	\$ 941,538	\$ 109,610	\$ 1,811,493	\$ 1,476,270	\$ 1,919,940	\$ 1,483,191	\$ 2,231,023	
Deposits/Credits	\$ 3,308,948	\$ 2,816,190	\$ 2,499,829	\$ 4,137,812	\$ 2,823,057	\$ 5,253,199	\$ 5,563,438	\$ 3,428,291	\$ 3,648,272	\$ 4,119,895	\$ 2,907,687	\$ 3,682,420	\$ 44,189,038
Checks/Debits	(2,993,561)	(3,203,711)	(2,642,516)	(4,214,893)	(2,301,253)	(6,085,483)	(3,862,015)	(3,764,112)	(3,205,133)	(4,557,553)	(2,160,604)	(3,544,621)	(42,535,454)
Interest Earned	\$ 473	410	317	503	337	355	461	597	531	909	749	513	\$ 6,155
Ending Balance	\$ 1,025,456	\$ 638,345	\$ 495,975	\$ 419,397	\$ 941,538	\$ 109,610	\$ 1,811,493	\$ 1,476,270	\$ 1,919,940	\$ 1,483,191	\$ 2,231,023	\$ 2,369,335	
TOTAL ACCOUNT BALANCES	\$ 10,682,965	\$ 10,360,779	\$ 10,574,831	\$ 9,175,768	\$ 9,814,458	\$ 8,145,144	\$ 7,862,872	\$ 8,275,633	\$ 8,219,446	\$ 6,699,957	\$ 9,323,042	\$ 8,732,477	

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
A14082	A. N. Lynch Co.	A. N. Lynch Co., Inc.	11/1-4,14,15,17,18,21-23,28/22 Electroia...	10,902.47
	Total A. N. Ly...	A. N. Lynch Co., Inc.		10,902.47
0006691	ARM Group L...	ARM Group LLC	Rolling Hills LF Ash Berm (10/1-29/22)	3,089.75
	Total ARM Gr...	ARM Group LLC		3,089.75
596338	ASSOCIATE...	Associated Truck Parts	Baldwin Transmission Filter #BT8830 - Ts..	24.85
597995	ASSOCIATE...	Associated Truck Parts	Right Angle Pigtail(2),Tail Lamp(3)&Gro...	61.25
598278	ASSOCIATE...	Associated Truck Parts	Baldwin Fuel/Water Filter #BF7679D - Go...	19.16
	Total ASSOCL...	Associated Truck Parts		105.26
LF Gas 4	Atlantic Lining	Atlantic Lining Co., Inc.	LF Gas Management System Expansion-A...	19,171.85
	Total Atlantic ...	Atlantic Lining Co., Inc.		19,171.85
004	Berg Constructi	Berg Construction, LLC	HIDPE Pipe Supply & Installation-Phase I	37,032.48
005	Berg Constructif	Berg Construction, LLC	HIDPE Pipe Supply & Installation-Phase I	25,810.72
	Total Berg Co...	Berg Construction, LLC		62,843.20
111622	BLAZOSKY_...	Blazosky Associates, Inc.	Perimeter Berm Structural Fill CQA	12,318.74
111622A	BLAZOSKY_...	Blazosky Associates, Inc.	ARM Ash/Berm Study (10/1-29/22)	50.00
111622B	BLAZOSKY_...	Blazosky Associates, Inc.	Pad 107 & 2022 Cap Bid Documents (10/...	10,646.35
111622c	BLAZOSKY_...	Blazosky Associates, Inc.	Phase Development & Leachate Managem...	342.00
112822	BLAZOSKY_...	Blazosky Associates, Inc.	Southern Expansion Assistance	4,295.00
112822A	BLAZOSKY_...	Blazosky Associates, Inc.	Misc. Engineering Services (10/2-29/22)	620.00
112822B	BLAZOSKY_...	Blazosky Associates, Inc.	Assistance with Quarterly Gas Monitoring	151.20
	Total BLAZO...	Blazosky Associates, Inc.		28,423.29
929080-...	BOYERTOW...	Boyertown Supply, Inc.	2in. Sch.80 PVC Pipe(40ft.),90 Degree(2),...	206.64
928789-...	BOYERTOW...	Boyertown Supply, Inc.	12GA 25ft./50ft. Ext. Cord,8x1 1/4Metal E...	246.47
	Total BOYER...	Boyertown Supply, Inc.		453.11
009	CHENANGO ...	Chenango Contracting, Inc.	Furnish & Install Geosynthetic Liner & Pip...	9,352.99
	Total CHENA...	Chenango Contracting, Inc.		9,352.99
5134419...	Cintas	Cintas First Aid & Supplies	Acot. #19893531 Misc. First Aid Supplies ...	84.53
5133292...	Cintas	Cintas First Aid & Supplies	Acot. #10511656 Misc. First Aid Supplies ...	70.12
	Total Cintas	Cintas First Aid & Supplies		154.65
342758	Civil & Environ	Civil & Environmental Consulta	Consulting Services-TS-1 & TS-3 Facility ...	1,751.85
	Total Civil & ...	Civil & Environmental Consulta		1,751.85
120622R	COM.PA.DEF...	Commonwealth of PA - DEP	903 Grant #902-010-06 Recycling Trks.&...	38,142.00
	Total COM.PA...	Commonwealth of PA - DEP		38,142.00
1122_D...	Covanta Dela...	Covanta Delaware Valley	November, 2022 Waste Disposal	844,194.97
	Total Covanta ...	Covanta Delaware Valley		844,194.97
19888157 112222	CRYSTAL SP...	Crystal Springs	Spring Water Supply & Mthly. Rental (Site..	201.35

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
	Total CRYST...	Crystal Springs		201.35
2401859	DELAWARE_...	21st Century Media-Philly Clus	Adv. Furnish & Deliver Stone & Soil (Rea...	407.88
2400906	DELAWARE_...	21st Century Media-Philly Clus	Adv. Pad 107 & 2023 Cap Construction (...)	424.50
2401771	DELAWARE_...	21st Century Media-Philly Clus	Adv. Furnish & Deliver Stone & Soil (Dail...	547.30
2400870	DELAWARE_...	21st Century Media-Philly Clus	Adv. Pad 107 & 2023 Cap Construction (...)	572.98
	Total DELAW...	21st Century Media-Philly Clus		1,952.66
120922P	DELAWARE_...	Delaware Co. Solid Waste Auth.	Employees Pension Contribution	4,290.63
	Total DELAW...	Delaware Co. Solid Waste Auth.		4,290.63
S101963...	DENNEY_EL...	Denney Electric Supply	20A GFI Self Test Blank Face(2) & HD M...	89.78
	Total DENNE...	Denney Electric Supply		89.78
24186	EHD (Engle-H...	EHD (Engle-Hambright & Davies)	Commercial Inland Marine Package (9/16/...	15,732.00
	Total EHD (E...	EHD (Engle-Hambright & Davies)		15,732.00
7-954-15...	FEDERAL_E...	Federal Express Corporation	Fedex Pak(2) & Fedex Envelope(2) LF	32.62
7-961-09...	FEDERAL_E...	Federal Express Corporation	Fedex Pak - LF	10.29
	Total FEDER...	Federal Express Corporation		42.91
INV1199...	FRASER_BU...	Fraser Advanced Info. System	Contract CT5955-01 12/13/22-1/12/23 - S...	160.00
INV1192...	FRASER_BU...	Fraser Advanced Info. System	Contract CT10446-01 11/25-12/24/22 - Sh...	154.00
	Total FRASE...	Fraser Advanced Info. System		314.00
1189596	GasTec Enterpri	GasTec Enterprises	Propane (1537.8 gals.) Maintenance Bldg.	3,074.06
	Total GasTec ...	GasTec Enterprises		3,074.06
158556	GILBERTSVL...	Gilbertsville Auto Supply	NAPA GOLD Oil #7243 & Fuel #3472 Filt.	47.45
158557	GILBERTSVL...	Gilbertsville Auto Supply	NAPA GOLD Air Filter #6581	61.03
160750	GILBERTSVL...	Gilbertsville Auto Supply	NAPA GOLD Oil #1344/1758, Fuel #3390...	130.52
161024	GILBERTSVL...	Gilbertsville Auto Supply	Front/Rear Brake Pads & Brake Calipers - ...	354.26
161067	GILBERTSVL...	Gilbertsville Auto Supply	Left/Right Brake Calipers - 2019 2500 Sil...	146.56
112522	GILBERTSVL...	Gilbertsville Auto Supply	Misc. Equip, Filters & Parts, Oil-Nov., 202...	304.61
	Total GILBER...	Gilbertsville Auto Supply		1,044.43
PS10019...	GILES_&_RA...	Foley, Inc.	AS-LU Filter #1R-1808 & Primary Elemen...	153.87
PS10019...	GILES_&_RA...	Foley, Inc.	AS #389-1079/AS-X/AS #331-8108/Prim...	301.34
PS10019...	GILES_&_RA...	Foley, Inc.	2022 CAT SIS 2 Access Subscription #CW..	1,550.00
WO6000...	GILES_&_RA...	Foley, Inc.	PM1 Service per Maint. Agreement-CAT 8..	1,776.04
	Total GILES_...	Foley, Inc.		3,781.25
1010449	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 11/21-23/22 (410,078 g...	26,118.50
1010448	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 11/14-18/22 (638,135 g...	41,577.56
1010450	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 11/28-12/2/22 (709,055 ...)	45,052.97
	Total GRANN...	Grannetino Trucking Co.		112,749.03
U51290	HIGHWAY E...	Highway Equip. & Supply Co.	Doosan LCV Light Plant S/N 492017	9,665.00
	Total HIGHW...	Highway Equip. & Supply Co.		9,665.00
4073593	HOME DEPOT	Home Depot	47in.x48in. Cordless RD White Lin. Vinyl ...	26.98

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
	Total HOME ...	Home Depot		26.98
PHI2220...	JANI-KING	Jani-King of Phila., Inc.	12/22 Cleaning Service (RT)	403.33
	Total JANI-KI...	Jani-King of Phila., Inc.		403.33
175223	JOHN_J_MC...	John J. McIntyre Sons, Inc.	11/21,29/30/22&12/1,2/22 Install Labor@...	5,577.50
	Total JOHN_J...	John J. McIntyre Sons, Inc.		5,577.50
62	Kathryn Sando...	Kathryn Sandone LLC	November, 2022 Consulting	1,725.00
	Total Kathryn ...	Kathryn Sandone LLC		1,725.00
112522 WA	Keystone Collec	Keystone Collections Group	Acct. #W12415813 - J. Jendras	118.00
	Total Keystone...	Keystone Collections Group		118.00
CICH35...	LEE_SUPPLY...	Lee Supply Co., Inc.	2in.(50ft.)/3in.(50ft.)10IPS-UVOR Kanaf...	761.00
CICH35...	LEE_SUPPLY...	Lee Supply Co., Inc.	4in. HDPE DR11 90 Degree Elbow #A490...	146.80
	Total LEE_SU...	Lee Supply Co., Inc.		907.80
03E3788...	Lift, Inc.	Lift, Inc.	Tri-Boro 7ft. 1in. Post & 48x24in. Shelf(24 ...	2,047.84
03E4116...	Lift, Inc.	Lift, Inc.	42in.x58in. Wire Deck(4), 12ft. Upright(2)&...	1,029.46
	Total Lift, Inc.	Lift, Inc.		3,077.30
22149.01	M-Core Electric	M-Core Electric, LLC	Wireless Traffic Lt./LED Highbay Lighting..	5,222.00
	Total M-Core ...	M-Core Electric, LLC		5,222.00
231450	MARTIN_ST...	Martin Stone Quarries, Inc.	AASHTO #1 (231.12 tons) & PADOT 2A ...	4,100.45
231290	MARTIN_ST...	Martin Stone Quarries, Inc.	AASHTO #1 (813.86 tons) Phase I Expans...	13,479.71
231290	MARTIN_ST...	Martin Stone Quarries, Inc.	AASHTO #1 (813.86 tons) Phase I Expans...	748.41
	Total MARTL...	Martin Stone Quarries, Inc.		18,328.57
S-2213431	McGovern Inc.	Wm. P. McGovern, Inc.	Pump Out Holding Tank (2700 gals.) Pit.#3	397.85
S-2213430	McGovern Inc.	Wm. P. McGovern, inc.	Pump Out Disposal Tank (4081 gals.) Pit.#1	381.50
	Total McGover...	Wm. P. McGovern, Inc.		779.35
102422C	MET-ED	Met-Ed	Acct. #200 000 051 835	2,450.49
111822	MET-ED	Met-Ed	Acct. #100 151 808 878	66.38
112122	MET-ED	Met-Ed	Acct. #100 113 896 912	59.07
112122A	MET-ED	Met-Ed	Acct. #100 046 342 471	20.12
112122B	MET-ED	Met-Ed	Acct. #100 014 830 556	543.07
	Total MET-ED	Met-Ed		3,139.13
112222	Moyer Farms	Moyer Farms	Straw (210 bales @ \$5.00/bale)	1,050.00
	Total Moyer F...	Moyer Farms		1,050.00
183806-10	Moyer Indoor/...	Moyer Indoor/Outdoor	10/22 Pest Control Service - Pit.#1	297.75
181284-11	Moyer Indoor/...	Moyer Indoor/Outdoor	11/22 Pest Control Service - LF	275.71
187243-11	Moyer Indoor/...	Moyer Indoor/Outdoor	11/22 Pest Control Service - Pit.#3	297.75
183806-11	Moyer Indoor/...	Moyer Indoor/Outdoor	11/22 Pest Control Service - Pit.#1	297.75
	Total Moyer In...	Moyer Indoor/Outdoor		1,168.96

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
118329	MXI Environ...	MXI Environmental Services LLC	10/15/22 Household Hazardous Waste Col...	<u>28,893.34</u>
	Total MXI Env...	MXI Environmental Services LLC		28,893.34
76108	NORMANDE...	Normandean Associates, Inc.	Furnace Run Benthos 2022	<u>1,270.63</u>
	Total NORMA...	Normandean Associates, Inc.		1,270.63
23330	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Labor & Equip. to Clear Field & Fence @ ...	<u>2,340.00</u>
	Total Ott's La...	Ott's Lawn Service & Landscapi		2,340.00
120922D	PA SCDU	State Collection & Disbursemen	Jonathan L. Cosme #0359100210 (Withho...	62.77
122322D	PA SCDU	State Collection & Disbursemen	Jonathan L. Cosme #0359100210 (Withho...	<u>62.77</u>
	Total PA SCDU	State Collection & Disbursemen		125.54
51048834	PetroChoice	PetroChoice LLC	Val Palladium #2 Grease (10 cartridges)	<u>72.20</u>
	Total PetroCh...	PetroChoice LLC		72.20
120622	PETTY_CAS...	Wendy L. Marburger	Petty Cash Reimbursement-DCSWA	<u>286.67</u>
	Total PETTY_...	Wendy L. Marburger		286.67
120622A	PETTY_CAS...	Michele V. Campellone	Petty Cash Reimbursement-RT	<u>371.64</u>
	Total PETTY_...	Michele V. Campellone		371.64
26139	PIKEVILLE_...	Pikeville Equipment, Inc.	Electric Fuel Priming Pump #A-KVI3829 ...	<u>48.11</u>
	Total PIKEVI...	Pikeville Equipment, Inc.		48.11
3316240...	PITNEY BOW...	Pitney Bowes Global Financial	7/1-9/30/22 Postage SendPro C Series Lea...	222.06
3316668...	PITNEY BOW...	Pitney Bowes Global Financial	10/1-12/31/22 Postage SendPro C Series L...	<u>222.06</u>
	Total PITNEY ...	Pitney Bowes Global Financial		444.12
012	Practical Waste	Practical Waste Solutions, LLC	CEO Consulting Services (11/1-30/22) J. ...	<u>25,582.55</u>
	Total Practical...	Practical Waste Solutions, LLC		25,582.55
22434	PRAG	PRAG	June, 2022 Financial Advisory Services	<u>5,062.50</u>
	Total PRAG	PRAG		5,062.50
51508	QUIGLEY_C...	Quigley Chevrolet	Koy & Transmitter Package - 2020 K1500 ...	<u>292.94</u>
	Total QUIGLE...	Quigley Chevrolet		292.94
90329951	SAFETY-KLE...	Safety-Kleen, Inc.	80G Agitating Parts Washer-Haz. Waste Di...	<u>756.96</u>
	Total SAFETY...	Safety-Kleen, Inc.		756.96
Dec22	Standard Insura	Standard Insurance Co.	Life/AD&D, Long Term-December, 2022	<u>1,529.34</u>
	Total Standard...	Standard Insurance Co.		1,529.34
P2002728	SUBURBAN_...	Suburban Testing Labs, Inc.	Qtrly.T-001&002/Grit Chamber/Metering ...	2,142.50
P200272...	SUBURBAN_...	Suburban Testing Labs, Inc.	Quarterly Monitoring Wells (11)	5,071.00
P200272...	SUBURBAN_...	Suburban Testing Labs, Inc.	Outfall 006, Weekly Outfall 007/PT-002, M...	<u>2,836.00</u>
	Total SUBUR...	Suburban Testing Labs, Inc.		10,049.50

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
120622B	SUSAN_COR...	Susan M. Cordes	11/1-30/22 Recycling Consultant (61.5 hrs.)	3,075.00
	Total SUSAN...	Susan M. Cordes		3,075.00
54843459	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (1204.8 gals.)	6,526.28
54847296	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (1323.1 gals.)	6,787.90
54858702	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (1400 gals.)	5,995.92
54863562	Tally Petroleum	Diesel Direct Mid Atlantic	Biodiesel 2% Clear Fuel (151.3 gals.)	674.00
54863563	Tally Petroleum	Diesel Direct Mid Atlantic	Unleaded Gasoline (410.1 gals.)	1,424.11
54865789	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (1019 gals.)	4,238.33
54869657	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (553.1 gals.)	2,364.78
	Total Tally Pet...	Diesel Direct Mid Atlantic		28,011.32
107373-0	The Benecon ...	PA Municipal Health Insurance	Medical/RX Insurance 12/1-31/22	45,895.74
	Total The Ben...	PA Municipal Health Insurance		45,895.74
9522819...	W._W._GRAL...	W. W. Grainger, Inc.	14GA 100ft. Extension Cord(3) & 16GA 5...	402.88
9510971...	W._W._GRAL...	W. W. Grainger, Inc.	37in. Lobby Broom & Dust Pan #53UD12 ...	87.79
9502352...	W._W._GRAL...	W. W. Grainger, Inc.	2in. Vacuum Gauge #33HP83 (2) Godwin ...	29.76
	Total W._W._...	W. W. Grainger, Inc.		520.43
Novemb...	WASTE_MA...	Waste Management	November, 2022 Contract Hauling-Pit.#1	418,449.73
Novemb...	WASTE_MA...	Waste Management	November, 2022 Fairless Hills Landfill-Pit...	53,168.96
Novemb...	WASTE_MA...	Waste Management	November, 2022 Contract Hauling-Pit.#3	378,477.96
Novemb...	WASTE_MA...	Waste Management	November, 2022 Fairless Hills Landfill-Pit...	6,423.13
	Total WASTE...	Waste Management		856,519.78
1135	Wireback Con...	Wireback Consulting LLC	11/1-11/30/22 HR Consulting Services	1,383.13
	Total Wirebac...	Wireback Consulting LLC		1,383.13
2541758...	WM Corporat...	WM Corporate Services, Inc.	11/1-31/22 Recycling Dumpsters 2(11)/4(...	1,725.67
2547456...	WM Corporat...	WM Corporate Services, Inc.	10/25-11/30/22 Dumpster Service (4 yds.) ...	330.77
2547654...	WM Corporat...	WM Corporate Services, Inc.	12/1-31/22 Dumpster Service (2 yds.) Rec...	109.68
	Total WM Cor...	WM Corporate Services, Inc.		2,157.12
Report Total				2,227,734.97

Mr. James McLaughlin
Chairman, Delaware County Solid Waste Authority

December 14, 2022

RE: Nominating Committee Recommendations

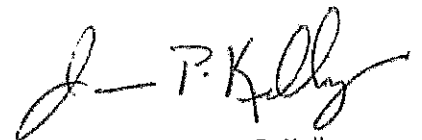
Dear Jim

Pursuant to your direction as the Chairman of DCSWA, the Nominating Committee held a conference call meeting on December 8, 2022.

Our committee concluded and recommend the following slate of officers and ex-officio members are considered for the 2023 calendar year:

Chairman:	James McLaughlin
Vice Chairman:	William Silverstein
Treasure/Assistant Secretary:	Steven Goldfield
Secretary:	William Jones
Ex- Officio, County Council:	Christine Reuther
Ex-Officio, COG:	Donald Vymazal

Sincerely,



James P. Kelly

Nominating Committee Chairman

Members: William Silverstein

William Jones

ISSUE PAPER

Issue: Wireback Consulting HR Services Contract Renewal

Background: The Authority used Wireback Consulting (WC) LLC throughout 2022 to provide a wide range of consulting service. The contract expires at the conclusion of 2022 and should be extended for 2023.

Discussion: The Authority has no HR professional staff member. As part of the revamping of the Authority operational and administrative staff, WC has provided extensive support. This support included recruiting, hiring, job descriptions and more. WC also coordinated procurement of a Broker of Record and subsequent procurement of commercial property insurance and health benefits plan. WC has played a key role in advising the Interim CEO on numerous matters in the updating of Authority systems and personnel. Estimates are HR consulting services will be approximately 50% less time in 2023 versus the current year.

Recommendation: It is recommended the Authority approve the professional services agreement Wireback Consulting, LLC at a rate of \$150/hr. with a not to exceed amount of \$30,000 without board approval.

Approved: _____

James McLaughlin, Chairman

Date: December 21, 2022

PROPOSAL FOR SERVICES

Delaware County Solid Waste Authority



DECEMBER 4, 2022

LESLIE D. WIREBACK
OWNER AND COACH

Background

Wireback Consulting has been providing human resources consulting services for the Delaware County Solid Waste Authority throughout 2022. The current agreement terminates as of December 31, 2022, and did not include provision for renewal. As such, following is a new agreement to provide similar scope of services beginning January 1, 2023, and include provisions for automatic annual renewal unless termination notice is provided in writing (see standard terms and conditions attached).

Scope

Wireback Consulting will perform human resources consulting services for the Delaware County Solid Waste Authority. Consulting includes all aspects of Human Resources, such as updates on regulations and guidelines, personnel support and actions, compliance, recruitment, insurance administration and procurement, and other employment-related responsibilities.

Wireback Consulting agrees to be available via phone and email to provide daily/weekly support and is also available to participate in meetings and provide advisement as necessary. These functions will be performed primarily via remote work, with onsite scheduled as needed.

Fees and Terms

Fees will be charged at \$150.00 per hour. Travel will be at 50% of hourly rate and mileage billed at current federal travel rate at time of travel.

Invoices for actual hours worked (billed in quarter-hour increments) and travel will be generated on a monthly basis.

Payment terms are Net 20 from the invoice date.

Standard Terms and Conditions

Consulting Agreement. These Standard Terms and Conditions are attached to and made a part of the Consulting Agreement between Client and Wireback Consulting and govern any services provided by Wireback Consulting to Client (the “**Services**”) in connection with the Work. Any capitalized terms in these Standard Terms and Conditions which are not defined herein shall have the definitions set forth in the Consulting Agreement. The Consulting Agreement, these Standard Terms and Conditions, and any addenda or amendments attached to and incorporated into the Consulting Agreement shall be collectively referred to as the “**Agreement.**”

Relationship of the Parties. It is understood that Wireback Consulting’s status under this Agreement is that of an independent contractor and that all persons engaged by Wireback Consulting in performing its obligations shall not be deemed employees of Client. Wireback Consulting shall make whatever payments may be due such persons and will comply with all laws and governmental regulations. Nothing contained herein shall constitute a partnership or joint venture between or by the parties hereto or constitute either party the agent of the other. Neither party shall hold itself contrary to the terms of this Obligations of Parties and neither party shall become liable for any representation, act, or omission of the other contrary to the provision hereof.

Obligations of the Parties.

Of Client. Client shall provide such information, documentation, and access to employees, client facility(ies), and documents as may be necessary and in such manner so as not to frustrate Wireback Consulting’s ability to timely do the Work or to render the Services in a timely manner and/or in accordance with the Schedule.

Of Wireback Consulting. Wireback Consulting shall perform the Services and the Work as required by the Agreement.

Confidentiality. The parties hereto acknowledge that they may receive from the other information or documents of a confidential and/or sensitive nature, including, without limitation, processes, technologies, and methods (“**Confidential Information**”), in the process of producing the Work. The parties will use commercially reasonable efforts to keep confidential all of the other’s Confidential Information that is clearly marked as “Confidential.” Each party shall, at the other’s reasonable written request, require independent contractors engaged by such party in connection with the production of the Work to sign appropriate agreements to keep confidential any Confidential Information; provided, however, that such party and its contractors and/or employees may disclose such Confidential Information as may be necessary for such party to perform its duties under this Agreement.

Additional Work. The Contract Price shall be for the Work as described in this Agreement. In the event the Client requests additional work, the parties will enter into an amendment or additional written document to describe the work to be done and the price to be paid for such work. Any additional work to be done or Services to be rendered must be approved by Leslie Wireback, Owner. No subcontractor has authority to accept additional work or Services.

Payment. Client shall make all payments due to Wireback Consulting under this Agreement on time and in full. In the event that Client fails to pay any amount due, Client shall be charged (at Wireback Consulting’s sole discretion) an amount equal to the current prime rate (as determined by Wireback Consulting’s bank at the applicable time) plus two percent (2%) on unpaid amounts until paid, compounded monthly. Wireback Consulting shall have the right in its sole discretion to suspend the Services and/or withhold some or all deliverables pending receipt of outstanding payment from Client.

Representations and Warranties.

Of Wireback Consulting. Wireback Consulting represents and warrants as follows: (i) Wireback Consulting has full right to enter into this Agreement and to perform its obligations hereunder; and (ii) Wireback Consulting will comply with all applicable federal, state, and local laws, ordinances, and regulations.

Of Client. Client represents and warrants as follows: (i) Client has full right to enter into this Agreement and to perform its obligations hereunder; (ii) Client will comply with all applicable federal, state and local laws and regulations regarding or relating to employment; and (iii) Client is not prohibited or otherwise prevented from entering into and performing this Agreement by any other contracts, agreements or other understandings with any third party or parties.

Indemnification. Wireback Consulting shall indemnify, defend, and hold Client and its shareholders, owners, directors, officers, employees, and agents harmless from and against any and all third party claims, demands, damages, losses, actions, causes of action, liabilities, costs and expenses, including reasonable outside attorneys' fees (collectively, "**Losses and Expenses**") (i) arising out of or relating in any way to any breach by Wireback Consulting of any representation, warranty, covenant or other provision hereof made by Wireback Consulting in this Agreement, and/or (ii) asserted by or on behalf of any third person or entity by reason of any breach of contract or tort committed by Wireback Consulting when caused by Wireback Consulting' malfeasance and/or gross negligence and/or intentionally tortious acts committed by Wireback Consulting. Client shall promptly notify Wireback Consulting in writing of each such claim.

Client shall indemnify, defend, and hold harmless Wireback Consulting and its agents and assigns and its and their respective members, shareholders, directors, officers, employees, and agents ("Wireback Consulting Indemnitees"), from and against any and all Losses and Expenses: (i) arising out of the Work; (ii) arising out of any breach by Client of any representation, warranty, covenant, or other provision hereof made by Client (including without limitation, the obligation to make payments in a timely manner hereunder), or (iii) asserted by or on behalf of any person or entity by reason of any violation of law, breach of contract, tort or other wrongdoing committed by Client or its owners, board, agents, or employees, including, without limitation, malfeasance and/or gross negligence and/or intentionally tortious acts. Wireback Consulting shall promptly notify Client in writing of any such claim. It is specifically understood, and in no way limiting the foregoing, that any and all employment-related claims, including but not limited to claims for harassment, discrimination, wrongful termination, etc., are claims solely against Client and Client shall take actions as may be needed to get Wireback Consulting Indemnitees dismissed as soon as possible.

Limit on Damages. Wireback Consulting shall not be liable for any damages exceeding the amount of the Contract Price, and in no event shall Wireback Consulting be liable for exemplary, punitive, incidental, speculative, or consequential damages, including lost profits or wages, arising out of or relating to this Agreement, or the breach of any term, covenant, representation, warranty, or obligations contained herein.

Force Majeure. Wireback Consulting will not be responsible for delays caused by conditions beyond its control including but not limited to acts of God, fires, strikes, and casualty losses. Wireback Consulting shall be granted an extension to complete the Agreement or to fulfill its responsibilities hereunder for all such delay times and this paragraph supersedes any other provision to the contrary in this or any other Agreement between the parties. Notwithstanding any other provision of this Agreement, in the event the work and/or the services are affected by issues relating to or arising out of a pandemic or other acts of God, including, without limitation, shutdown or limitations on the number or availability of workers, Wireback Consulting shall receive an appropriate extension of time to complete its work or otherwise fulfill its contractual obligations.

Term of Agreement. Unless otherwise set forth in the Consulting Agreement, the term of this contract for one (1) year from the date first above written. The term shall automatically renew for an unlimited number of successive one (1) year periods unless earlier terminated. Either party shall have the right to terminate this Agreement upon thirty (30) days' written notice to the other. Upon termination, Wireback Consulting shall be paid in full and reimbursed for any costs as may be provided in this Agreement within thirty (30) days of such termination. Upon request, Wireback Consulting shall return any confidential documents to Client.

Suspension of Work. Wireback Consulting shall have the right but not the obligation to stop work at any time in the event that: a) the Client fails to make any payment when due; b) the Client fails to pay any expenses incurred; or c) the Client otherwise breaches this Agreement.

Applicable Law and Exclusive Jurisdiction. This Agreement shall be interpreted and governed by the local laws of the Commonwealth of Pennsylvania. In the event of any dispute arising out of this Agreement, each of the parties hereto irrevocably agrees that the state and federal courts for Lancaster County Pennsylvania shall have exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, and each hereby waives any claim that it is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.

Entire Agreement; Modification. The Agreement, these Standard Terms and Conditions, and any Riders and/or Exhibits attached to the Agreement shall constitute the entire agreement between Wireback Consulting and Client with respect to the Work. Any amendment hereto must be in writing and signed by each party. In the event that any provision herein is determined to be invalid or otherwise unenforceable or illegal, this Agreement shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained herein.

Counterparts and Faxed or Scanned Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed and/or scanned signatures shall be treated as original signatures for all purposes under this Agreement, including for the purposes of proving the validity or form of the Agreement in any court of law or for any similar purpose.

Wireback Consulting LLC

Signature: 

Print Name: Leslie D. Wireback

Print Title: Owner and Coach

Date: December 4, 2022

Client

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

ISSUE PAPER

Issue: Updated Employee Handbook

Background: The Authority has a different employee handbook for employees at Rolling Hill Landfill (RHL) and its Rose Tree office and transfer stations. It is important that ALL Authority employees are covered and managed by one set of policies that are consistent among employment locations. Additionally, the employee handbooks had not been updated in many years.

Discussion: The Authority's HR Consultant was asked to work with the Interim CEO to review all employee policies and other issues and redraft a new handbook that is consistent for all employees and all addresses all legal requirements of employment. Notable changes include the following issues: 1.) there are no longer "sick days" and vacation days". All employees now have a schedule of Paid Time Off (PTO) based on length of service. 2.) All employees receive 4 Personal Days after 1 year of service. 3.) there is no longer a "paid for 30 days" provision for a "serious illness", 4.) There is a one time "50% vacation payout" provision to adjust all employees to a calendar year employment anniversary and eliminate paying an entire year of vacation when an employee separates from the Authority, 5.) employees may "cash-in" PTO up to 5 days (if under 15 days of accrued PTO) or 10 days (if over 15 days of accrued PTO). There are numerous other non-substantive tweaks to add consistency and bring the handbook up to date.

Recommendation: It is recommended the Authority Board of Directors adopt the Employee Handbook dated December 2022.

Approved: _____

James McLaughlin, Chairman

Date: December 21, 2022



Employee Handbook



Welcome

As you begin your employment with the Authority, we would like to welcome you and invite you to read and become familiar with this Employee Handbook. We hope you find it full of helpful and valuable information about the policies, benefits, procedures and opportunities available to you. It is intended to guide and assist you in performing to the best of your abilities and in developing your potential as one of our valued employees.

Please read this handbook carefully and retain it for future use. Try to familiarize yourself with its contents as soon as possible because it should answer many of your initial and ongoing questions about your employment with us. We want you to be fully informed and understand our policies and procedures completely.

Sincerely,

Delaware County Solid Waste Authority



Contents

Human Resources	5
Employment Overview	5
Employment At-Will	5
Equal Opportunity	5
Harassment and Complaint Procedure	5
Immigration Law Compliance	7
Americans with Disability Act (ADA) and Reasonable Accommodation	7
Commitment to Diversity	7
Employee Files	8
Employment Classification	9
Timekeeping & Payroll Overview	10
Compensation And Work Hours	10
Meal And Rest Periods	11
Emergency Closings	11
Time Records	12
Overtime Pay	12
Paydays	12
Payroll Deductions	12
Travel And Expenses	13
Benefits Overview	13
HIPAA and Protected Health Information (PHI)	14
Health Insurance	14
Life and Disability Insurances	14
Pension Plan	14
Paid Time Off	14
Holidays	15
Personal Days	16
Court/Jury Duty	16

Bereavement	17
Workers' Compensation	17
Work-Related Injuries and Transitional Duty, Early Return to Work	18
Military Leave and the Uniformed Services Employment & Reemployment Right Act (USERRA)	18
Nursing Mothers	19
Flexible Working Arrangements	19
Health and Safety Overview	19
Drug and Alcohol-Free Workplace	19
Smoking and Vaping	23
Safety	23
Workplace Violence Prevention	24
Workplace Overview	25
Scavenging And Salvaging	25
Attendance and Punctuality	25
Performance Guidance	26
Corrective Action Plan	26
Outside Employment	27
Working Relationships	28
Clothing And Appearance	28
Bulletin Boards	29
Information Technology (IT) Policy	30
Social Media Policy	33
Separation from Employment	34
Resignation	35
Job Abandonment	35
Involuntary Termination	35

Human Resources

The Human Resources team (“Human Resources”), as referenced in this handbook refers to the Chief Administrative Officer (CAO) and Human Resources Consultant (HRC). Human Resources is responsible for all staffing and employee policy related matters discussed herein, and is responsible for all payroll and employee benefit matters presented.

Employment Overview

Employment At-Will

The policies and procedures in this handbook serve as guidelines for management action. The policies and procedures do not create any contract or binding agreement between the Authority and any employee. Either the employee or the Authority can terminate the employee’s employment at any time, with or without notice and with or without cause.

No Representative or Agent of the Authority, other than the Interim Chief Executive Officer, can authorize or sign an employment agreement contrary to the above terms, make a financial or other commitment on behalf of the Authority, agree to any offer made to the Authority, or otherwise make any binding offer of employment for a specific term. To be effective, any such commitment, agreement, or binding offer must be in writing and signed by the Interim Chief Executive Officer.

All policies and procedures outlined in this handbook are subject to change or modification at the Authority’s discretion at any time circumstances warrant. To be effective, any agreement altering the terms and provisions of this handbook must be in writing and signed by the Interim Chief Executive Officer.

This handbook supersedes all previous Employee Handbooks and Memos issued. Nothing in this Handbook is intended to be inconsistent with, or contrary to, any provisions of any Municipality Authorities Act, Public Employee Relations Act, separate written contracts or State or Federal Regulations or laws. Where there is a conflict, the terms of the Applicable State or Federal Regulation or law will prevail.

Equal Opportunity

The Authority is committed to providing equal employment opportunity for all persons regardless of age, citizenship, color, disability, genetic information (including family members’ genetic information), marital status, national origin, race, religion, sex (including pregnancy), veteran status, sexual orientation, gender identity or any other protected status.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is the Authority’s policy to provide a work environment free of sexual and other harassment. To that end, harassment of the Authority’s employees by management, supervisors, coworkers, or nonemployees who are

in the workplace is prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The Authority will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment: “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment: While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” is generally defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

Sexual harassment includes, but is not limited to:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one’s sexual experiences; *and*
- Discussion of one’s sexual activities.

Complaint Procedure

Any employee of the Authority who feels they been harassed or discriminated against or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his or her manager or to human resources or management including up to the Interim CEO or Board Chair. The Authority will promptly investigate all allegations of discrimination and harassment and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and permitted by law, and the Authority will take appropriate action based on the outcome of the investigation.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels they have been retaliated against, the employee should file a complaint using the procedures set forth above.

Immigration Law Compliance

The Authority is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Authority within the past three years, or if their previous I-9 is no longer retained or valid.

Americans with Disability Act (ADA) and Reasonable Accommodation

The Authority is committed to the fair and equal employment of individuals with disabilities under the ADA. It is the Authority's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation imposes an undue hardship on the company. The Authority prohibits any harassment of, or discriminatory treatment of, employees based on a disability or because an employee has requested reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee with a disability may request accommodation from Human Resources and engage in an informal process to clarify what the employee needs and to identify possible accommodations. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodation. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of the Authority to prohibit harassment or discrimination based on disability or because an employee has requested reasonable accommodation. The Authority prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure section of this handbook to report any harassment, discrimination, or retaliation they have experienced or witnessed.

Commitment to Diversity

The Authority is committed to fostering, cultivating, and preserving a culture of diversity and inclusion. Our human capital is the most valuable asset we have. We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national

origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The Authority's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the Authority always have a responsibility to treat others with dignity and respect. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to, and including, termination of employment.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from their manager or Human Resources.

[TRANSGENDER EMPLOYEE POLICY TO BE INSERTED HERE]

Employee Files

The task of handling personnel records and related personnel administration functions at the Authority has been assigned to Human Resources. Questions regarding insurance, wages, and benefits may be directed to the CAO, and interpretation of company and employee policies may be directed to the CAO or the Interim CEO.

Keeping your personnel file up to date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify Human Resources as soon as possible:

- Legal Name (New Social Security Card required)
- Home Address
- Mobile or Home Telephone Number
- Emergency Contact
- Number of dependents
- Marital Status
- Change of beneficiary
- Exemptions on your W-4 Tax Form

- Banking information for Direct Deposit

Coverage or benefits that you and your family may receive under the Authority's benefit package could be negatively affected if the information in your personnel file is incorrect. Upon experiencing a family status change, you must notify Human Resources within 31 days if benefit modifications are necessary.

All medical records, if any, will be kept in a separate, locked confidential file, or secure network location. The Authority maintains this information in the strictest confidence and may not use or disclose medical information about an employee without the employee submitting a signed authorization permitting such use or disclosure.

Since the Authority refers to your personnel file when we need to make decisions in connection with matters relating to your employment, it is to your benefit to ensure your personnel file includes information about completion of educational training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here. We collect some of this information through our required compliance attestations. If you would like us to know more about your outside activities, please send this information to Human Resources for your HR file.

Employee files are maintained by Human Resources and are considered confidential. Employee file access by current employees upon request will generally be permitted within 3 days of the request unless otherwise required under state law. You may request and receive copies of all documents you have signed. Hard-copy employee files are to be reviewed in the Human Resources office. Employee files may not be taken outside the area where the files are kept. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the Authority classifies its employees as shown below. The Authority may review or change employee classifications at any time.

Exempt: Exempt employees can be paid on an hourly/salaried basis and are not eligible to receive overtime pay.

Nonexempt: Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Full-Time: Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Part-Time: Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly and who maintain continuous employment status.

Temporary: Employees who are hired for specific periods of time for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Introductory/Training Period: Employees are hired to work on a full-time or part-time basis. The Introductory/Training Period is typically ninety days, but can be shortened or lengthened based on management prerogative. Transfer from Introductory/Training Period employee status to full time or part

time employee status does not change the employment at will status nor does it create a contract or binding agreement for the employee or the Authority.

~~Normally, a~~ temporary position will not exceed twelve (12) months in duration, ~~unless specifically extended by a written agreement.~~ Temporary employees are not eligible for benefits described in this Handbook, except ~~as granted on occasion, or~~ to the extent required by provision of state and federal laws. Those temporary employees classified as “non-exempt” who work more than forty (40) hours during any work week will receive overtime pay.

Timekeeping & Payroll Overview

Compensation And Work Hours

The Authority’s workweek is each seven (7) day period starting on Sunday at 12:01 A.M. and ending on Sunday at 12:00 A.M. The workweek for temporary (seasonal) employees will consist of part-time or full-time hours, defined by their manager, for a specific period. All employees will be paid bi-weekly via direct deposit.

The scheduled work hours and days for all employees are determined on an individual basis and may change from time-to-time.

Salaries Exempt Employee Compensation

The compensation of exempt employees will be calculated by dividing the employee’s annual salary by the 26 pay periods for the calendar year. No additional compensation will be paid for hours worked in excess of forty (40) hours per workweek, or for hours worked on holidays or Sundays.

Salaries Non-Exempt Employee Compensation

Non-exempt salaried employees receive a salary for a fixed number of hours (40 hours per workweek). When they exceed the fixed number of hours, non-exempt salaried employees will be eligible for overtime time pay. Hours worked over 40 within a workweek will be compensated at one and one-half (1½) times their base salary. Non-exempt salaried employees are prohibited from working in excess of forty (40) hours in each workweek without the prior written authorization from the employee’s manager.

Hourly Non-Exempt Employee Compensation

Non-exempt employees will be paid at their base hourly rate for the first forty (40) hours worked each workweek. For each hour worked in excess of forty (40) hours in each workweek, a non-exempt employee will be compensated at a rate of one and one-half (1½) times their base hourly rate. Non-exempt employees are prohibited from working in excess of forty (40) hours in each workweek without prior written authorization from management.

Regardless of the number of hours previously worked during a workweek, all non-exempt employees required to work on a Sunday will be compensated two (2) times their base pay for each hour worked on Sunday. Employees required to work on a holiday will also receive two (2) times their base pay for each hour worked on the holiday.

Non-exempt employees will be scheduled a thirty (30) minute unpaid lunch break each workday. Lunch breaks will not count towards hours worked per week. In the event a non-exempt employee is required to work

during his/her lunch break, the time worked will be compensated and will count towards hours worked per week.

Non-exempt employees are expected to work only during their scheduled work hours. Non-exempt, hourly, employees will refrain from performing work at all other times unless specifically authorized or requested by the immediate manager. If work is authorized, the employee shall report hours worked on their timecard.

Non-exempt employees who are called in to work outside normal working hours will be paid for a minimum of four (4) hours. Non-exempt employees who report to work and are unable to perform their job due to a situation beyond the employee's control, as determined by management (i.e. inclement weather) will be paid a minimum of four (4) hours.

Non-exempt employees may volunteer to participate in the Authority's civic, charitable, humanitarian and/or community events that are not ~~directly~~ related to their ~~regular~~ work duties or the operations of the Authority; however, volunteer services for these activities are not considered hours worked; therefore, employees will not be compensated for these hours.

All salary and hourly compensation shall be administered in accordance with the Authority's Compensation Administration Policy.

Meal And Rest Periods

Non-exempt employees are typically provided with one unpaid meal period of thirty (30) minutes. Managers, at their discretion, will schedule meal periods to accommodate operating requirements. Employees will be relieved of all job responsibilities and restrictions during meal periods and will not be compensated for this time.

Formal rest periods have not been established. Rest periods for non-exempt employees will be provided at the discretion of each manager and may be omitted if workload does not permit. Rest periods are considered time worked; as such, employees should not be absent from their work area beyond 15 minutes and are not allowed to leave the premises or work location during these paid rest periods.

Emergency Closings

It is the policy of the Authority to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, due to weather or other unforeseen business interruptions, the Authority reserves the right to close our facilities.

If the Authority remains open on an adverse weather day, employees who report to work will be paid for actual hours worked. If an employee elects not to report to work the employee can elect to use any accrued PTO for the missed day or take the day as unpaid in accordance with the Paid Time Off (PTO) Policy.

It is each employee's decision to determine if they can safely arrive at work under the conditions. If an employee elects not to come to work, the Authority requires the courtesy of a phone call from the employee to their manager advising them of their decision, prior to the start of their workday. Additional options may

exist for employees able to perform their regular duties remotely. Employees and managers should refer to the Flexible Working Arrangements Policy, found later in this handbook, for guidance on these options.

Time Records

Regulations require the Authority keep accurate records of all hours worked for overtime eligible employees.

State and federal wage and hour regulations require the Authority to track hours worked to the nearest fifteen (15) minutes. Employees are not allowed to start work more than seven (7) minutes prior to their scheduled start time nor work more than seven (7) minutes past their scheduled finish time without permission from their immediate manager. It is the employee's responsibility to inform their manager if hours worked are not accurately recorded.

Employees altering, falsifying, or tampering with their or another employee's time records is considered "willful misconduct" and will result in discipline up to, and including termination of employment.

Overtime Pay

There is no guarantee of an 8-hour workday or a 40-hour work week. Overtime eligible employees are paid at one- and one-half times the employee's regular hourly rate for each hour worked exceeding 40 hours in a work week. It is the employee's responsibility to inform their immediate manager if hours worked are not accurately recorded.

Overtime is not permitted without the permission of the immediate manager. Performing overtime work without permission of the immediate manager is considered "willful misconduct" and will result in discipline, up to and including termination of employment.

Each employee will be required to be available for a reasonable amount of overtime, as business conditions dictate. Paid time that is not worked such as PTO do not count as time worked in computing an employee's entitlement to overtime pay.

Paydays

The pay period for all employees is for a two-week period ending Sunday. Employees will be paid every other Friday for the period ending the previous Sunday. If a payday falls on a holiday, payment will be made the day prior to the holiday.

If an employee is absent on payday, the employee can obtain the paystub from their manager or Human Resources on the following day.

Employee paystubs will not be given to anyone other than the employee unless authorized in writing by the employee.

Payroll Deductions

All deductions from an employee's wages will be made in accordance with applicable law and, when required, with the employee's consent. Deductions may be made from an employee's wages for Social Security taxes, federal and state income taxes, child support, and garnishments as applicable.

Employees will be notified of deductions due to court orders, such as child support or garnishments, in accordance with such orders.

Deductions not taken for any pay period may be carried over to succeeding pay periods and deducted from the wages due in the succeeding pay period to the extent allowed by law.

Employees who object to any deduction should contact Human Resources. The Authority will promptly correct any deductions made in error or not permitted by applicable law.

Employees are required to complete all applicable forms necessary for deductions as may be required by law; such forms include the federal W-4. If an employee does not complete a form, e.g., the federal W-4, deductions will be made in accordance with applicable law.

Travel And Expenses

Each employee will be fully reimbursed for all properly authorized expenses incurred in the conduct of Authority business. To qualify for reimbursement, the employee must file a thorough expense report describing the amount and reason for the expense, including sales slips or receipts where such are obtainable. Expense reports should be submitted no less often than monthly and approved by the employee's manager prior to submitting to accounting. No expenses will be paid without signed approval of the employee's manager.

Travel and Entertainment

If any employee is required to travel out of town, they will be reimbursed for all related and reasonable expenses incurred for travel, lodging, meals, and gratuities. Employees are required to outline expected expenses and obtain management approval prior to traveling out of town. All expenses for entertainment must be substantiated and fully explained including date, location, and business purpose. In such cases, expenditures of this nature shall be included in the cost of meals. Any extra expenses for non-business-related entertainment, beverages, travel, lodging, meals, etc., will be at the expense of the individual and not be reimbursed by the Authority.

Mileage

Any employee of the Authority who uses their personal vehicle for the conduct of authorized business will be reimbursed for such use at the current applicable Federal rate per mile. If an employee departs from their home, mileage is calculated from the home to destination point, with a reduction for normal one-way commuting miles.

Benefits Overview

The Authority offers a benefit package that provides Medical and Prescription Drug, Vision, Dental, Pension Plan, Life and Accidental Death & Dismemberment (AD&D).

HIPAA and Protected Health Information (PHI)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) rules limit the use or disclosure of protected health information (PHI). PHI is information that can be used to identify you and that relates to your health status, health care or payment for health care. All employees are entitled to protected health information under several federal and state laws, including but not limited to HIPAA. Protected health information does not include employment records.

Health Insurance

The Authority offers to provide health insurance to all eligible employees who work an average of thirty (30) or more hours per week, the first day of the month following thirty (30) days of continuous employment and their dependents, unless regulations require otherwise. There may be premiums or other co-pays.

Upon voluntary or involuntary termination, the employee will typically be eligible for continued health insurance coverage unless regulations allow or require otherwise. The employee will be responsible for the full cost of the health insurance premiums.

The Authority acknowledges its responsibility to comply with all state and federal laws and regulations regarding health insurance.

Life and Disability Insurances

Life Insurance and Accidental Death & Dismemberment (AD&D) is provided in the amount equal to an employee’s annual salary. Short-Term and Long-Term Disability coverage is provided at no cost to employees.

Pension Plan

Employees must contribute 7% of their salary to participate in the plan. Retirement benefits are equal to 2% of a three-year average compensation for each year of credited service. Employees are fully vested at 8 years of service. Less than 8 years, a terminated employee receives a return of contributions plus interest at 5.5%.

Paid Time Off

Paid Time Off (PTO) is that time when an employee receives base pay while away from work during scheduled work hours other than Holidays. PTO is accrued by all regular full-time employees, pro rata throughout each year, after completing each year of service as shown below:

<u>Year of Service</u>	<u>Annual Accrued PTO</u>
Hire Date – up to 1 Year	5 Days
1 – 4 Years	10 Days
5 – 9 Years	15 Days
10 – 14 Years	20 Days
15 – 19 Years	25 Days



20 Years or more

30 Days

Regular full-time employees (salaried exempt, salaried non-exempt, and hourly non-exempt) regularly scheduled to work at least thirty (30) hours, but less than forty (40) hours per work week will accrue prorated PTO each year based on their regularly scheduled hours for the year subsequent to their anniversary date.

Part-time and Temporary employees do not qualify for PTO. PTO is available to new full-time employees after 30 days of employment.

No employee may take time off without the prior approval of their manager except in the event of sickness or injury. PTO requests will be reviewed based upon a number of factors, including workload and staffing requirements. Each Manager has the discretion to administer time off for their facility/department based on operational needs.

Time off will be scheduled in accordance with anticipated workloads, and, in the event, conflicts arise in requested dates, the Manager will grant approval based upon such factors as date of request, employee seniority, prior year's scheduling, employee performance, etc.

In the event of sickness or injury, the employee shall notify their Manager on the first day of sickness or injury of the need to utilize PTO. Notification thereafter shall be made on a daily basis. Absences of three or more days for sickness or injury will require a written physician's excuse and/or a written return-to-work approval from the treating physician. Employees failing to provide a physician's excuse and/or return-to-work approval will not be compensated for days absent or be permitted to return to work, with or without accommodation.

Salaried exempt employees shall utilize one (1) PTO day for each day away from work, or one-half (1/2) PTO day for each half-day away from work on scheduled workday. Salaried and hourly non-exempt employees may utilize PTO for every half-hour away from work per scheduled workday or may elect to forfeit compensation for time away from work. Exempt employees may forfeit compensation only in full day increments for time away from work.

PTO will be paid at the base pay rate of the employee. PTO hours will not be counted towards hours worked per week.

Each employee has the option to receive compensation for PTO instead of taking that time off from work. Any employee who has 15 days or more of PTO, may cash in up to 10 days (once it has been accrued). Employees who have less than 15 days of PTO, may cash in up to 5 days (once it has been accrued). PTO may only be cashed in 8 hour or 1 day increments only. An employee may not receive compensation for more PTO than they have accrued and have available in their current year of employment.

Holidays

The Authority provides 7 paid holidays annually: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The Interim Chief Executive Officer will determine the days on which the Holidays will be observed.

Regular full-time, hourly non-exempt employees regularly scheduled to work forty (40) or more hours per workweek will receive eight (8) hours’ pay at their base hourly rate. Regular full-time, hourly non-exempt employees regularly scheduled to work at least thirty (30) hours, but less than forty (40) hours per workweek will receive pay based on their regularly scheduled hours per workweek at their base hourly rate. Salaried exempt employees will receive a full day base pay for Holidays.

Regular part-time hourly non-exempt employees will receive Holiday Pay based on their regularly scheduled hours at their base hourly rate, if a Holiday falls on a day that they are normally scheduled to work.

Personal Days

Regular full-time (salaried exempt, salaried non-exempt, and hourly non-exempt) employees will receive four (4) Personal Days per calendar year to be used at the employee’s choice, except during the first year of employment (see schedule below), subject to advance approval of the employee’s Manager.

<u>Month of Employment</u>	<u>First Year Personal Days</u>
January thru March	3
April thru June	2
July thru September	1
October thru December	0

Personal Days may only be taken as full days Monday through Friday and must be scheduled and approved by the employee’s Manager.

Personal Days are considered a full day (8-hour) for all regular full-time, hourly non-exempt employees regularly scheduled to work forty (40) or more hours per workweek. Personal Day hours for all full-time non-exempt employees will be counted toward hours worked per week.

Court/Jury Duty

If an employee is selected for jury duty or subpoenaed to testify in a judicial proceeding, the employee shall be excused from work for the time necessary to serve or testify as a witness. The employee will receive base pay for the time absent from work for court, up to a maximum of eight (8) hours per day. The employee will not receive compensation for the time absent from work for court proceedings initiated by or on behalf of the employee (defendant or plaintiff).

Paid time off for Court/Jury Duty will not count towards hours worked per week for overtime calculations.

Bereavement

Employees are provided with paid time off for making arrangements, settling family affairs, bereavement, and/or attending the funeral or memorial service of a member of the immediate family. The employee will receive base pay, up to a maximum of eight (8) hours per day.

A maximum of five (5) days off with pay is permitted upon the death of an immediate family member (including direct step relations):

- spouse
- child

A maximum of three (3) days off with pay is permitted upon the death of an employee's family member (including direct step relations):

- brother or sister
- parent or guardian

A maximum of two (2) days off with pay is permitted upon the death of an employee's family member (including direct step relations):

- mother-in-law or father-in-law
- son-in-law or daughter-in-law
- brother-in-law or sister-in-law

One (1) day off with pay is permitted upon the death of an employee's (including direct step relations):

- grandparent
- grandparent-in-law
- grandchild

An employee may make a request to their manager to use PTO for death of family members or friends not covered by this policy or if employee needs additional days off in excess of the time allowances listed above due to the death of a family member covered by this policy.

Paid hours for Bereavement will not count towards hours worked per week for overtime calculations.

Workers' Compensation

Employees injured in the course of their employment will receive base pay for time absent from work on the date of injury up to a maximum of eight (8) hours when combined with hours worked. Employees will not be compensated by the Authority for time away from work after the first day of injury, including treatment or follow up medical appointments. Non-exempt employees are required to clock in and out for any treatments or follow-up medical appointments.

Paid hours for Workers' Compensation will not count towards hours worked per week for overtime calculations.

Work-Related Injuries and Transitional Duty, Early Return to Work

The Authority is committed to meeting its obligation under the state's Workers' Compensation Act to focus on employees' abilities and to assist every injured employee's return to work with the Authority as soon as possible. All medical information will be treated as confidential.

The Transitional Duty/Early Return to Work program incorporates temporary, transitional duty jobs that consist of some type of modification to the original job, a different job, or several part time tasks combined into one job. At management's discretion, and to the extent the employee's physical limitations and Authority operations permit, a transitional duty job will be provided until the treating healthcare provider releases our employee to their full, regular work.

Through this program, the Authority will help the injured employee recover at a more rapid rate and minimize employee wage loss. At the same time, the Authority benefits from having employees providing a service and contributing to the overall productivity of the business until they can return to their original position. Any employee who declines a transitional duty position that meets the medical treatment provider's requirements and does not conflict with the other applicable regulations, may be subject to disciplinary action and possible termination of employment, as well as the possible reduction of benefits under the state's Workers' Compensation Act.

Military Leave and the Uniformed Services Employment & Reemployment Right Act (USERRA)

The Authority supports the military obligations of all staff members and grants unpaid leaves for uniformed service in accordance with applicable federal and state laws. Any staff member who needs time off for uniformed service should immediately notify management, who will provide details regarding the leave. If a staff member is unable to provide notice before leaving for uniformed service, a family member should notify the manager as soon as possible.

Upon return from military leave, a full-time staff member will be granted the same seniority, pay, and benefits as if they had worked continuously when:

- They present to the Authority an Honorable Discharge which relates to the satisfactory completion of military service.
- Has requested reinstatement within ninety (90) days following discharge; and,
- Is qualified physically and mentally to perform the duties of the job.
-

If hospitalization is required during the military leave and continues after discharge for a period of not more than one year, the individual may be restored to his or her position following release from hospitalization. If, as a result of active service in the armed forces, a full-time staff member is not physically or mentally qualified to perform their former duties, they may request and will be offered employment in a position for

which they are qualified, and which will provide the seniority, status, and salary consistent with federal and state laws.

A temporary military leave of absence may be granted to a full-time staff member by the firm for not more than 22 days in any 12-month period for the purpose of reserve training or active duty required by the individual's military unit.

Employees who serve in U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued paid time off to the leave if they wish; however, they are not obliged to do so.

Nursing Mothers

The Authority is supportive of nursing mothers. ~~For up to one year after the child's birth, any~~Any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. Employees should contact their immediate manager for further information about accommodations. For non-exempt employees, nursing breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Flexible Working Arrangements

The Authority will consider flexible working arrangements on a case-by-case situation where the flexible schedule would accomplish both work and personal goals while also maintaining the highest level of productivity.

Flexible working arrangements are not typical. The following conditions must be met for a flexible work schedule to be considered: The employee must have a satisfactory attendance record, meet all performance expectations in their current role, and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing disruption to performance and/or productivity.

All requests for a flexible working arrangement must be made in writing with the use of the Flexible Work Arrangements Form and reviewed by Human Resources and approved by the respective Manager and/or Interim CEO.

Health and Safety Overview

Drug and Alcohol-Free Workplace

- I. Policy
 - A. The Authority is committed to providing a safe and drug-free workplace and to promoting high standards of employee health and morals in a drug-free environment.

B. Purposes of Policy

The purposes of this policy are as follows:

1. To establish and maintain a safe, healthy working environment for all employees.
2. To reduce the incidence of accidental injury to persons or property.
3. To reduce absenteeism, tardiness, and indifferent job performance.
4. To comply with applicable law, including without limitation to the rules and regulations of the Federal Highway Administration; and
5. To ensure the reputation of the Authority and its employees as responsible citizens.
6. To manage periodic testing that may be required for employees who have voluntarily sought help for treatment.

II. Prohibitions

A. Illegal Drugs

The use or possession of illegal drugs, including but not limited to marijuana (including except medical, in accordance with Section VIII below), cocaine, opiates, amphetamines, and phencyclidine, while on or off duty, whether on Authority premises, is cause for disciplinary action and for referral to law enforcement authorities. Further, the sale, trade, or delivery of illegal drugs by an employee to another person while on or off duty, whether on the premises, is cause for termination and referral to the appropriate law enforcement authorities.

B. Therapeutic Drugs

Individuals using therapeutic drugs prescribed by a licensed medical practitioner are required to inform the Authority's Medical Review Officer of such use. Such therapeutic drugs shall be used only in the manner, combination, and quantity prescribed.

C. Alcoholic Beverages

No alcoholic beverages may be consumed on the Authority's administrative and facility operations premises. Drinking alcoholic beverages, or being under the influence of alcoholic beverages, while on duty, whether on the premises, will result in disciplinary action up to and including termination of employment.

III. Medical Examinations

In order to promote and protect the health and safety of employees and the public, the Authority requires that all applicants considered for employment have a post-offer employment entrance examination as a pre-condition of employment which includes controlled substance testing.

IV. Controlled Substance and Alcohol Tests

In addition, controlled substance and alcohol testing for current employees may be scheduled to the extent the Authority deems appropriate as follows:

1. To meet DOT or other government regulations.
2. All on the road motor vehicle accidents that involve the Authority's property.

3. When a manager or other person trained has documented reasonable suspicion that an employee has violated the Authority's alcohol or drug prohibitions.

Tests based on reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the covered employee's appearance, behavior, speech, or body odors. Such observations may include indications of the chronic and withdrawal effects of controlled substances.

Employees who test positive as a result of the above alcohol and controlled substance tests will be advised of the test. The type and extent of follow-up tests to be administered will be determined by the Authority at its sole discretion. Employees who test positive a second time will be subject to discipline, up to and including termination of employment.

All medical examinations and alcohol and controlled substance tests administered at the request of the Authority will be paid for by the Authority and will be administered by a physician or institution selected by the Authority. The Authority will determine the scheduling, the type, and extent of medical examination or test to be conducted based upon the employee's job, medical history, job performance, and/or regulatory requirements.

The cost of a second opinion medical visit, or controlled substance or alcohol test, or the cost of any examination or test required by the Authority to confirm the first medical opinion, will also be paid by the Authority.

All medical examinations and alcohol and controlled substance tests will be treated as confidential and will be maintained in separate confidential files. Information obtained as a result of medical examinations or tests will be disclosed only to those persons within the Authority having a legitimate need to know or as required by law. Information shall be made available to subsequent employers or other identified persons only as expressly requested in writing by the employee.

Any employee covered under this policy shall be deemed to have consented to such testing as is required of them. Consent is implied by agreement to continued employment after notification of this policy. Applicants who decline to participate in a controlled substance test will not receive further consideration for employment. Employees who decline to participate or fully cooperate in an alcohol or controlled substance test will be subject to disciplinary action up to and including termination of employment.

Applicants and employees submitting to testing for alcohol and controlled substances will be required to execute a separate written consent or authorization and release form as required by the testing agency or official.

V. Enforcement

Any covered employee who refuses to submit to a post-accident, reasonable suspicion or other follow-up tests shall not perform or continue to perform safety-sensitive functions.

Any covered employee who refuses to submit to tests or who tests positive for alcohol or drugs shall be subject to disciplinary action up to and including termination of employment.

A covered employee who violates the Authority's prohibitions related to drugs and alcohol shall receive from the Authority the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The covered employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the covered employee needs in resolving such a problem. Any substance abuse professional who determines that a covered employee needs assistance shall not refer the covered employee to a private practice, person, or organization in which they have a financial interest, except under circumstances allowed by law.

A covered employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that they have properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty.

VI. Records

Covered employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with the law. Upon written request, covered employees shall receive copies of any records pertaining to their use of drugs or alcohol, including any records pertaining to their drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the covered employee.

VII. Searches

Employees should not consider desks, files, lockers, or other containers to be private. Upon request, all employees will be required to submit to a search of any container brought onto the Authority's premises, and to submit to a search of any desk, file, locker, or other container provided by the Authority. Failure to submit to any such search will result in discipline, up to and including termination of employment.

VIII. Medical Marijuana

According to the Pennsylvania Medical Marijuana Act, a resident of Pennsylvania suffering from a serious medical condition may use marijuana to treat their condition(s) with a physician's certification.

Employees are held to the following prohibitions:

- Employees are prohibited from operating or being in physical control of any of the following while under the influence with a blood content of more than 10 nanograms of active tetrahydrocannabinol per milliliter of blood in serum:
 - Chemicals which require a permit issued by the federal government or a state government, or by an agency of the federal government or a state government.
 - High-voltage electricity or any other public utility.

- Employees are prohibited from any employment duties at heights or in confined spaces, including, but not limited to, mining while under the influence of medical marijuana.
- Employees are prohibited from performing any task that the Authority deems life-threatening to either the employee or any of the employees of the Authority, while under the influence of medical marijuana. This prohibition is not an adverse employment decision even if the prohibition results in financial harm for the employee.
- Employees are prohibited from performing any duty that could result in a public health or safety risk while under the influence of medical marijuana. The prohibition is not an adverse employment decision even if the prohibition results in financial harm for the employee.

The Authority will not discharge, threaten and refuse to hire, or otherwise discriminate or retaliate against an employee regarding an employee's compensation, terms, conditions, location, or privileges solely on the basis of such employee's status of an individual who is certified to use medical marijuana.

The Authority is NOT required to:

~~Make any accommodation of the use of medical marijuana;~~

- Limit its ability to discipline an employee for being under the influence of medical marijuana in the workplace for working while under the influence of medical marijuana when the employee's conduct falls below the standard of care normally accepted for that position;
- Commit any act that would violate federal law.

Smoking and Vaping

The Authority prohibits smoking and vaping within all Authority buildings, vehicles, and equipment. Smoking and vaping are only permitted in designated areas and on designated breaks.

Tobacco cessation and awareness programs, referrals, and resources are made available to employees who desire to stop using tobacco. Contact Human Resources for more information on the resources available.

Compliance with the designated smoking and vaping areas is mandatory for all employees and persons visiting the Authority, with no exceptions. Employee non-compliance with the policy may be subject to disciplinary action up to, and including, termination of employment.

Safety

The Authority endeavors to provide job safety and health protection for all employees by establishing and maintaining a safe workplace and safe work habits for all employees. These guidelines have been established for the benefit of all employees. A safe working environment can be maintained only with the cooperation and assistance of every employee.

Employees must be thoroughly familiar with the safety guidelines and must comply with all provisions of the safety program at all times. Employees are encouraged to make suggestions they may have to improve the safety of their jobs.

Safety Boots, Vests and Glasses

Above-the-ankle laced or pull up boots with safety toe are required for all employees whose duties require them to work at or travel to the Transfer Stations or Rolling Hills Landfill. Below the ankle safety shoes are permitted only in the appointed areas previously designated by the Safety Department.

The Authority will reimburse all employees who are required to wear safety boots a maximum amount of \$150.00 per employee per year. If an employee requests reimbursement for the purchase of safety boots they must provide original receipts and, if requested, present physical proof of the items purchased before the reimbursement is approved.

Employees will be provided with safety glasses and vests for use.

Workplace Violence Prevention

We are committed to preventing workplace violence and making the Authority a safe place to work. This policy explains our guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at any time.

You are expected to treat your co-workers with courtesy and respect at all times. You should not fight, play tricks on others, or behave in any way that might be dangerous to other people. We do not allow firearms, weapons, and other dangerous or hazardous devices and substances on the premises of the Authority without proper authorization.

The Authority does not allow behavior at any time that threatens, intimidates, bullies, or coerces another employee, customers, or a member of the public, including off-duty periods. We do not permit any act of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

You should immediately report a threat of violence or an act of violence by anyone to your manager or Human Resources. If you report a threat of violence, give every detail you can.

Be sure to immediately report any suspicious person or activities to a manager or Human Resources. Do not place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not try to see what is happening or try to stop it.

We will promptly and completely investigate all reports of violent acts or threats of violence. We will also promptly and completely investigate all suspicious people and activities. We will protect the identity of a person who makes a report when practical. Until we have investigated a report, we may suspend an employee, either with or without pay, if we think it is necessary for safety reasons or to do the investigation.

If you commit a violent act, threaten violence, or violate these guidelines in another way, you will be subject to disciplinary action, up to and including termination of employment.

If you are having a dispute with another employee, we encourage you to talk it over with your manager or Human Resources. The Authority wants to help you work out problems before they become more serious and possibly violent. We will not discipline you for bringing these types of problems to our attention.

Workplace Overview

Scavenging And Salvaging

Employees or other persons may not scavenge or salvage materials delivered for disposal at any Authority facility. Exceptions to this include properly authorized recycling activities and the necessity to remove materials which could cause injury to persons, damage operating equipment, or have an adverse effect on the disposal site or environment. Any such salvaged material must be properly and safely placed in appropriate locations or containers for alternate disposal or recycling or be returned to the hauler or generator.

Attendance and Punctuality

The Authority expects employees to report to work punctually, and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance will not be tolerated.

Managers will inform employees of their starting, ending, and break times. Employees are expected to be engaged in carrying out their duties during all scheduled work times and to be ready to begin working at their scheduled starting time.

Employees are to notify their manager as far in advance as possible whenever they are unexpectedly unable to report for work, will be late, or must leave early. Employees who are unable to report to work due to illness or injury must notify their manager prior to the start of their shift. If an employee is unable to report to work, they must notify their manager(s) within one (1) hour prior to their start time. Failure to properly notify the Authority of any absence may result in loss of any compensation during the absence and may be grounds for disciplinary action up to and including termination of employment. Employees and managers should reference the PTO Policy regarding the use of PTO for this lost time.

Non-exempt employees who are delayed in reporting for work by more than thirty (30) minutes and who have not notified their manager of their expected tardiness may lose their right to work the balance of the workday. In addition, employees who report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work.

Employees are generally expected to report for work during inclement conditions if the Authority does not declare an emergency closing. Non-exempt employees who are unable to report because of weather conditions will be able to use PTO in accordance with the PTO Policy. Non-exempt employees who are late because of weather conditions will be given a chance to make up for their missed time if work schedules and conditions permit.

Excessive absences or tardiness may result in disciplinary action, up to and including termination of employment. Employees who are absent from work for three consecutive days, without giving proper notice to the Authority, will be considered as having abandoned their job.

Performance Guidance

When you begin work with the Authority, your manager is expected to meet with you to discuss your job responsibilities and expectations for your performance. Your manager will communicate with you about the tasks you are expected to perform and expectations about the way in which you will perform them. Examples include standards of timeliness, member service, quantity of output, and quality. The Authority encourages all managers to provide employees with various types of feedback. If you are ever unsure about what is expected of you, ask your manager

The Authority uses an annual appraisal system to set objectives, measure employee performance, and plan individual growth and development. The performance appraisal is directly tied to the strategic work plan of the Authority.

In the performance appraisal process, your manager typically reviews your past job performance, and discusses both your apparent strengths and the areas where your performance might be improved. The process also represents a good opportunity for you and your manager to review and establish goals and objectives for the upcoming year, and to identify appropriate corrective action, training objectives, or potential career advancement opportunities. It is also the time to review your job description as written to include new tasks and responsibilities.

Corrective Action Plan

The Authority expects employees to comply with the Authority's standards of behavior and performance and to correct any noncompliance with these standards. Under normal circumstances, the Authority endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. Except where immediate discharge is warranted, the Authority will try to assist you to resolve concerns in conduct, attendance, or performance.

The following steps are suggested in the discipline procedure:

Coaching & Counseling: Verbal review and instructional session aimed at improving performance or conduct. A written notation, describing the behavior which must be improved, and signed by Management is placed in the employee's file.

Corrective Review: To alert the employee to a continuing violation of policy or performance problem, a written statement reviewing the problem, corrective measures to be taken, and employee's future status if the problem is not corrected is given to the employee and a copy is placed in their file. Its purpose is to offer a plan of action to correct the problem. The employee will be asked to sign the written statement.

All employees must realize that the steps in a discipline system serve as general guidelines and are not mandatory. There are varying degrees of seriousness which pertain to performance and/or infractions of

policies. There are certain instances where conduct and/or performance is of such a serious nature that immediate termination, without warning or consultation, may be the justified course of action.

Misconduct

An employee may be subject to disciplinary action which could include termination of employment. The following is a list of examples of “Misconduct”. This list is not meant to be all inclusive:

- Theft or inappropriate removal or possession of property;
- Falsification of records;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating Authority or customer vehicles or equipment;
- Fighting or threatening violence in the workplace;
- Inappropriate or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of Authority or customer property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
- Excessive absenteeism or any absence without notice;
- Unauthorized use of telephones, mail system, or other employer-owned equipment;
- Unauthorized disclosure of confidential information.

Human Resources must be contacted immediately to determine the appropriate disciplinary action that should be taken regarding the above incidents.

Outside Employment

All employees are discouraged from taking employment outside of Authority working hours. However, except as set forth herein, any employee may accept outside employment if such work does not, in any way, detract from the employee’s efficiency or safety during Authority working hours or conflict, in any way, with the interests or objectives of Authority.

It is further the policy of the Authority to restrict full-time equipment operators [those regularly scheduled to work thirty (30) or more hours per week] from engaging in outside employment which involves strenuous or taxing (physically or mentally) activities and, in particular, activities which include the use or operation of heavy equipment of any kind. This policy is based on the Authority’s belief that additional strenuous or taxing employment, in addition to Authority employment duties, could be detrimental to the safety of the Authority’s employees, the public, and Authority equipment. Full-time equipment operators engaging in outside employment without prior written approval from the Chief Operating Officer will be in violation of this policy and subject to disciplinary action up to, and including, termination of employment.

Employees who engage in outside employment must complete and submit a request form for approval. Authority employees are expected to perform their duties safely and efficiently, and to be available for overtime work. Any employee whose outside employment of any type interferes with their work performance, or availability for overtime, may be subject to disciplinary action up to, and including, termination of employment.

Employees are always expected to act in the best interests of the Authority and exercise sound judgement unclouded by personal interests or divided loyalties. Both in performing responsibilities as an Authority employee and in outside activities, employees should avoid the appearance as well as the reality of a conflict of interest.

A conflict of interest exists if an employee's circumstances would lead a reasonable person to question whether their motivations are aligned with the Authority's best interests. If for example, an employee is involved in outside employment or has a financial or other personal obligation that might interfere with that person's ability in performing the employee's duties as an Authority employee, there may be a conflict of interest.

Employees in leadership roles will not perform fee for service responsibilities for the Authority in addition to their responsibilities as an employee of the Authority.

Working Relationships

Relatives and domestic partners may be hired by the Authority if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, children, siblings, or parents (including step-relations). A "domestic partnership" is generally defined as a committee relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the Authority provided they do not work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the Authority will attempt to reassign one of the employees to another position for which they are qualified if such a position is available. If no such position is available, one of the employees may be required to leave the Authority.

Clothing And Appearance

Employees are expected to always present a professional image to visitors, customers, and the public. Acceptable personal appearance, including the proper maintenance of work areas, is an ongoing requirement of employment with the Authority.

Uniformed Employees

For all full-time and part-time employees, whose duties require them to work in dirty conditions where their work attire may become soiled, the Authority will provide work uniforms and appropriate laundering of such uniforms. These employees are required to wear uniforms as provided by the Authority. Uniforms are considered company property and must be returned in the event of termination of employment.

If employees elect to wear uniforms to and from work, they may be subject to pay applicable taxes based on IRS guidelines.

Non-Uniformed Employees

The Authority's dress code policy is designed to help employees provide a consistent professional appearance to customers and colleagues. Appearance reflects on us and the organization. The goal is to be sure that everyone maintains a positive appearance and not to offend customers, clients, or colleagues.

Non-Uniformed Employees are permitted to follow business casual "Dress for Your Day" guidelines. A "Dress for Your Day" policy is intended to be business casual when you have a workday that does not include meetings with customers, vendors, or business associates. The expectation is that employees will wear clothing appropriate for the nature of our business and the type of work performed. The following expectations and limitations apply:

- All employees must be clean and well-groomed. Grooming styles dictated by religion and ethnicity are not restricted.
- All clothes must be work-appropriate. Clothes that are typical in workouts and outdoor activities are not allowed during business.
- All clothes must project professionalism. Clothes that are too revealing or inappropriate are not allowed.
- All clothes must be clean and in good shape. Discernible rips, tears or holes are not allowed.
- Employees must avoid clothes with words and designs that are offensive or inappropriate.

There may be working conditions or medical situations that require exceptions or additions to this policy which will be addressed on a case-by-case basis.

Bulletin Boards

The Authority uses physical and/or electronic bulletin boards to transmit information to employees. Bulletin board postings facilitate communication on various workplace and employee activities. While the Authority also uses other communication methods (electronic bulletin board, email, etc.) physical bulletin boards are useful in providing information to employees at a specific physical location.

The Authority acknowledges its responsibility to comply with the Department of Labor's rules and regulations regarding providing workplace posters and notices electronically to employees. Generally, posters and notices required by law will be displayed on physical bulletin boards, but under certain circumstances, may be provided through electronic means.

All postings must be approved in advance by the Authority, which is responsible for monitoring, updating and removing posted items. Employees who wish to post information on the bulletin boards must provide general information and be inclusive of all employees.

Information Technology (IT) Policy

I. General Usage

Only the Authority provided IT services and equipment may be used in the conduct of Authority business except for personal cell phones and iPads as outlined in this Policy and authorized by the Authority's IT Representative.

Information Technology (IT) services and equipment include without limitation electronic mail ("e-mail"), facsimiles, telephone systems, personal computers, computer networks, on-line services, Internet connections, Intranets, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, voice mail, intercom and two-way radios. The Authority's IT Representative is responsible for instructing employees on the proper use of the IT services and equipment used by the organization for both internal and external business purposes. In the event employees have any questions, they should direct them to the IT Representative.

All Authority IT services and equipment, including the messages transmitted or stored by them, are the sole property of the Authority. Accordingly, employees should have no expectation of privacy in messages or other forms of communication that utilize Authority IT services and equipment. The Authority may access and monitor employee communications and files at any time as it considers appropriate.

Employees' on-line use generally should be limited to work-related activities. In addition, employees should not duplicate or download, from the Internet or from e-mail, any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material and approval of the Authority's IT Representative. When appropriate, Internet material or e-mail files are downloaded with permission, they shall be scanned using the Authority's antivirus software.

Employees should not use e-mail, facsimiles, cellular telephones, or any other insecure communication system to communicate confidential or proprietary information. In addition, e-mails are periodically deleted in accordance with the Authority's record retention policy. Incidental personal use of the Authority's IT services and equipment by employees is allowed if the use does not interfere with the employee's work or the Authority's operations and does not violate any Authority policies. When possible, personal communications that incur user charges should be placed on a collect basis or charged directly to the employee's personal credit card or account. Alternatively, employees must plan to promptly pay for incidental personal use. The Authority IT property or equipment may not be removed from the premises without written authorization from the employee's Manager.

Employees who do not have direct access to an Authority telephone should make provisions to have emergency calls routed to their manager or to Human Resources if their manager is not accessible.

Although the Authority will attempt to deliver personal messages to employees, it cannot and does not accept responsibility for the prompt or accurate relay of these messages.

Employees should ensure that no personal correspondence appears to be an official communication of the Authority since employees may be perceived as representatives of the Authority, and, therefore, may damage the reputation of, or create liability for the Authority.

Improper use of Authority IT services and equipment will result in discipline, up to and including termination of employment. Improper use includes any misuse as described in this policy, any misuse that would result in violations of other Authority policies, as well as harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically retrieved or transmitted communications.

II. Computer Software

Software programs that are the property of the Authority may not be copied to any form of magnetic media or sent electronically to an unauthorized location, except for the purpose of following approved backup procedures, without written permission from a member of management.

Software programs that are not the property of the Authority may not be copied and/or installed onto Authority computers, including network, workstation, stand-alone and portable computers, without express written permission of the Authority's IT Representative.

Permission may be granted by the Authority's IT Representative to install Authority software on employees' home computers for the purpose of working on Authority projects at home. Installation of Authority software on employees' home computers must be done in accordance with all applicable software licensing agreements.

III. Mobile Devices and Cellular Phones

A. Usage

1. For safety and efficiency reasons, Authority employees in safety sensitive roles are to refrain from using personal cellular telephones or mobile/wearable computer devices (ex: tablets, smartwatches, and other similar devices) while performing safety sensitive roles (ie. operating equipment). Employee non-compliance with the policy may be subject to disciplinary action up to, and including, termination of employment.
2. All employees are always required to be professional and conscientious when using company phones or personal phones for Authority business.
3. It is the Authority's policy that representatives of the organization who are issued a cellular (cell) phone understand the phones issued are for business use. Employees are expected to make every effort to not exceed the current plan limits.
4. Cell phone bills are reviewed regularly. Any employee who exceeds his or her contracted plan limits is subject to additional usage review.
5. Driving
 - a. The Authority has a zero-tolerance policy regarding the use of any cell phone or other cell phone enabled device (i.e.: smart watches) while driving. For the safety of our employees and

others it is imperative that employees pull over and stop at a safe location to dial or receive calls, text, or utilize a cell phone or device in any way. This includes the use of all devices, regardless of Bluetooth or other methods of vehicular integration/hands-free connectivity. This zero-tolerance policy applies to driving company vehicles and to driving personal vehicles while on company business.

- b. Cell phones may be used as a GPS provided the following precautions are taken.
 - Be aware of your destination location before starting your GPS
 - Pre-enter the address or destination on the GPS
 - Attach your GPS to a mounting device
 - If you must interact with a GPS while driving, pull over to a safe location such as a parking lot

Employees found to be in violation of these precautions are subject to the zero-tolerance policy as mentioned above.

B. Security

1. All mobile devices (cell phones, tablets, etc.) that are configured to receive Authority e-mail must be configured with global security to access the device. This may include a PIN, password, pattern recognition, or biometrics. If any employee has a question regarding password requirements or difficulty with a password, they should contact the Authority's IT Representative.
2. Password Protection Standards:
 - a. Always use different passwords for Authority accounts from non-Authority access (e.g. personal account, option trading, benefits, etc.)
 - b. Always use different passwords for various Authority access needs whenever possible.
 - c. Do not share Authority passwords with anyone, including administrative assistants or other employees.
 - d. All passwords are to be treated as sensitive, confidential Authority information.
 - e. Passwords should never be written down or stored online without encryption.
 - f. Do not reveal a password in e-mail, chat, or other electronic communication.
 - g. Do not speak about a password in front of others.
 - h. Do not hint at the format of a password (e.g. "my family name").
 - i. Do not reveal a password on questionnaires or security forms.
 - j. If someone demands a password, refer them to this policy and direct them to the Authority's IT Representative.
 - k. Always decline to use the "Remember Password" feature of applications (e.g. web portals, Outlook, instant messenger applications).
 - l. If an account or password compromise is suspected, report the incident to the Authority's IT Representative.

C. Authority Plan Details

1. Authority issued phones on AT&T
 - a. Each line has unlimited calling, texting, and data.

D. Reimbursement

1. Salaried employees, managers, and employees pre-approved by Human Resources or Interim CEO may choose to accept reimbursement at \$55 per month in order to maintain a single device for personal and professional usage. In choosing this option, the employee accepts the following terms:
 - a. Employee must comply with the Usage Policy specified herein during working hours and when placing/receiving work-related calls at any time.
 - b. Employee must maintain a data plan to receive Authority e-mail.
 - i. The Authority's IT Representative is responsible for assisting in setting up the e-mail account.
 - ii. The Authority's IT Representative maintains the right to wipe e-mail data due to termination or at the order of the Interim CEO/Manager/Human Resources.
 - c. If device is lost/stolen/broken, employee is responsible for having device repaired or replaced within three (3) business days at employee's cost.
 - d. Salaried Exempt employees, Salaried Non-Exempt employees, managers, and employees pre-approved by Human Resources are always required to keep device with them during work hours and, based on responsibilities (as specified by Manager), maintain reasonable accessibility outside of business hours.

E. Device Acquisition

Employees approved for an Authority cell phone with a data plan will be provided with a mobile phone chosen by the Authority's IT Representative at each contract renewal period (approximately every two years).

- F. The Authority reserves the right to amend or alter the terms of this policy at any time.

Social Media Policy

For the purposes of this policy, the Authority considers social media to include all means of communicating, posting, or interacting with information and content on the Internet. Examples include, but are not limited to:

- Blogs
- Websites, microsites and individual web pages
- Social networking sites (ex: Facebook, Flickr, Instagram, LinkedIn, Pinterest, YouTube, Reddit, Snapchat, Tumblr, Vine, TikTok, etc.)
- Any other form of electronic communication that enables users to create and share content (ex: text, pictures, video) or to participate in social networking

Employees are personally responsible for the content they publish on the Internet and as such are cautioned that good judgment should be used when considering posting content. Please be aware that others will often associate people with their employer, especially when employees identify themselves as such. The Authority recommends that employees' online profile(s) and related content remain consistent with how they wish to present themselves in a personal and occupational capacity and to use good judgment. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched.

Unless an employee has been authorized by the Interim Chief Executive Officer, no one can speak on behalf of the Authority or about issues relating to the organization. Employees should not portray themselves as speaking on behalf of the Authority, even as an “unofficial” spokesperson or in an informal manner on Authority operations, initiatives, or other activities, both internal and external to the organization. If someone sees an instance online where an official response may be needed, please contact the Interim Chief Executive Officer.

To assist employees in making responsible decisions about their use of social media, the Authority has established the following guidelines:

1. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may be subject to disciplinary action up to and including termination of employment.
2. Always be fair and courteous to fellow co-workers, vendors, customers, and other individuals or companies who work on behalf of the Authority. Using one’s public voice to attack, humiliate, or expose any of the aforementioned parties is not acceptable.
3. If an employee needs to resolve a work-related complaint, please do so offline. Speak directly with co-workers or contact Human Resources.
4. Never post any information, news, or activities relating to the Authority, including co-workers, customers, vendors, or other individuals working on behalf of the Authority, without first screening the content with the Interim Chief Executive Officer or Human Resources.
5. Just because information may be shared internally does not mean it is appropriate to share with others outside of the organization. If an item features the sentence “for internal use only” then it is not meant to be forwarded to anyone who is not employed by the Authority. Additionally, messages from our Interim CEO or Human Resources to all employees are not meant for the media or anyone outside the organization. Even if an employee acts with the best intentions, remember that any Authority content put online can potentially harm the organization.
6. Refrain from using social media during work time or on company equipment, unless it is work-related as authorized by an employee’s manager. Employees should not use their Authority email address to register on social networks, blogs or other online platforms utilized for personal use.

Online conduct that negatively affects job performance, the performance of fellow co-workers, and/or the Authority’s business interests may result in disciplinary action, up to and including termination of employment.

Separation from Employment

Upon termination of employment, all organization property must be returned to the Authority on the last day of employment, including but not limited to keys, tools, written documents and/or materials of a confidential nature, etc. Failure to return the Authority’s equipment may lead to legal action.

Resignation

The Authority recognizes that personal situations may arise which require a voluntary termination of employment. Should this occur, the organization requests that the employee provide two weeks' advance notice in writing. This request does not alter an employee's at-will relationship with the organization.

All rights and privileges of employment with the Authority terminate upon the date of separation. Terminating employees are required to return all organization property assigned to them.

Job Abandonment

Any employee who is absent from work for 3 consecutive days during which there is no contact with management is considered to have voluntarily terminated their job due to job abandonment. Human Resources will make reasonable attempts to contact an employee prior to termination of employment.

Involuntary Termination

Employment with the Authority is at-will and can be terminated at any time, for any reason, with or without notice.

Upon termination of employment (voluntary or involuntary), the Authority will pay employees all earned wages up to the date of termination. Accrued and unused PTO will be paid in compliance with state laws based on an employee's official residence. Employees who terminate employment with the Authority will receive their final paycheck on the next scheduled payroll cycle.

Acknowledgement of Receipt for Employee Handbook

I understand, acknowledge, and agree that I have received a copy of the Delaware County Solid Waste Authority Employee Handbook.

I understand that it is my responsibility to read and familiarize myself with the policies and procedures set forth in the Handbook, and that I will be expected to abide by them during the course of my employment.

The Handbook does not represent contractual terms of employment. Rather, it is merely an explanation of employment policies and practices at the Authority, which are subject to change by the Authority at any time.

By signing below, I certify that I understand and agree with the foregoing statements and acknowledge my obligations to abide by the policies and practices set forth in the Handbook. I further acknowledge and agree that the Handbook I have received overrides all prior agreements, understandings, and representations concerning my employment. I understand that these policies may vary depending on the program.

Employee Name (Print)

Date

Employee Signature

The Authority Organization Representative

Date

RESOLUTION NO. 2022-9

**DELAWARE COUNTY SOLID WASTE AUTHORITY
DELAWARE COUNTY, PENNSYLVANIA**

A RESOLUTION AUTHORIZING AND APPROVING THE DELAWARE COUNTY SOLID WASTE AUTHORITY (THE "AUTHORITY") TO JOIN WITH OTHER LOCAL GOVERNMENTAL UNITS AS A SETTLER OF THE PENNSYLVANIA LOCAL GOVERNMENT INVESTMENT TRUST ("PLGIT") FOR THE PURPOSE OF PURCHASING SHARES OF PLGIT AND CONFIRMING THE AUTHORITY OF THE OFFICERS TO EXECUTE RELATED APPLICATIONS AND AGREEMENTS

WHEREAS, the Pennsylvania Local Government Investment Trust ("PLGIT") was formed in accordance with the authorization contained in the Intergovernmental Cooperation Act, as amended, initially by the Boroughs of Chambersburg and Emmaus, to provide a vehicle for Pennsylvania municipal entities to pool their funds for investment purposes; and

WHEREAS, the Delaware County Solid Waste Authority (the "Authority") is a Pennsylvania municipal authority formed under the Municipality Authorities Act; and

WHEREAS, the Municipality Authorities Act, as amended, authorizes municipal authorities to join with other political subdivisions and municipal authorities in accordance with the Intergovernmental Cooperation Act for the purpose of purchasing investments; and

WHEREAS, the Intergovernmental Cooperation Act provides that any joint cooperation agreement shall be deemed in force to any local government unit, when the same has been adopted by all cooperating local governmental units.

NOW, THEREFORE, BE RESOLVED AS FOLLOWS:

Section 1. The Authority shall join with other local governmental units in accordance with the Intergovernmental Cooperation Act and other similar acts by becoming a settler of PLGIT and entering into the Declaration of Trust (the "Declaration of Trust"), which is adopted by reference with the same effect as if it had been set out verbatim in this section and a copy of which is attached to this Resolution and

Section 2. The Authority is authorized to purchase shares in PLGIT from time to time with available funds, and to redeem some or all those shares from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Declaration of Trust. These actions are to be taken by the Interim Chief Executive Officer (the CEO) or Accounting Manager of the Authority or such other Authority employees they may in writing designate for this purpose; and

Section 3. The Trustees of PLGIT are designated as having official custody of the Authority's funds which are invested by the purchase of shares in PLGIT; and

Section 4. As required by the Intergovernmental Cooperation Act the following matters are specifically found and determined:

- a) The conditions of the agreement (the "Agreement") between the Authority and PLGIT are set forth in the Declaration of Trust;
- b) The Authority's participation in PLGIT shall be terminable at any time by Resolution of the Board of Directors of the Authority (the "Board"), subject to the terms and restrictions of the Declaration of Trust;
- c) The Declaration of Trust and the purchase of its shares are for the purpose of investing the Authority's funds in obligations which are otherwise, legal investments, as part of a pooled arrangement with other local governmental units, thereby achieving economic and other advantages of pooled investments; and the powers and scope of authority delegated are set forth in the Declaration of Trust;
- d) It is not necessary to finance the Agreement from funds of the Authority except through the purchase of shares in PLGIT;
- e) PLGIT shall be managed by a Board of Trustees as set forth in the Declaration of Trust and the By-Laws provided for therein;
- f) PLGIT Shares may be repurchased and redeemed from time to time as the Authority may determine to be necessary or appropriate to meet its cash investment requirements in accordance with the terms and restrictions of the Declaration of Trust and;

g) PLGIT shall be empowered to enter into contracts for policies of group insurance and employee benefits, including social security, for its employees;

Section 5. The Interim CEO and Accounting Manager are hereby authorized and directed to take all actions which are necessary or appropriate to implement the Agreement, including but not limited to execution of all PLGIT Account Applications, ACH instructions and the like; and

Section 6. This Resolution shall take effect immediately and shall be filed with the minutes of the meeting at which this Resolution was adopted.

RESOLVED by the Board this 21st day of December 2022.

DELAWARE COUNTY SOLID WASTE AUTHORITY

By: _____
James McLaughlin, Chairman,
Board of Directors

Our team understands your primary financial objectives of gaining a competitive return while maintaining principal.

YOUR PLGIT TEAM



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P.O. Box 1027
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Contact Information

1.800.572.1472 | www.plgit.com

**Standard and Poor's fund ratings are based on analysis of credit quality, market price exposure and management. According to Standard and Poor's rating criteria, the AAAM rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is now a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit Standard and Poor's website (http://www.standardandpoors.com/en_US/web/guest/home).*

This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the investment objectives, risks, charges and expenses before investing in any of the Trust's portfolios. This and other information about the Trust's portfolios is available in the current Information Statement, which should be read carefully before investing. A copy of the Information Statement may be obtained by calling 1-800-572-1472 or is available on the Trust's website at www.plgit.com. While the PLGIT and PLGIT/PRIME portfolios seek to maintain a stable net asset value of \$1.00 per share and the PLGIT/TERM portfolio seeks to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust's portfolios are distributed by PFM Fund Distributors, Inc., member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.

A description of the PLGIT-CD Purchase Program is contained in the PLGIT Information Statement. The Information Statement contains important information and should be read carefully before investing. Investors may purchase Certificates of Deposit through the PLGIT-CD Purchase Program only by executing an investment advisory agreement with the Trust's Investment Adviser, PFM Asset Management LLC.

***PLGIT, PLGIT-Class Shares, PLGIT/Reserve-Class Shares, PLGIT/PRIME, PLGIT/TERM, PLGIT-CD and PLGIT-CAP are service marks of the Pennsylvania Local Government Investment Trust.*

Existing
Solely
For
Your
Success

Investment of Funds, Cash
Reserves, and Bond Proceeds



Safety | Liquidity | Yield

A HISTORY OF EXCELLENCE

PLGIT was founded in 1981 to meet the short-term investment needs of local governments in Pennsylvania. Now, 40 years later, we serve more than 3,000 investors and cooperatively invest over \$6.9 billion across multiple programs.¹

PLGIT also holds a rating of AAAm from Standard and Poor's.²

GOVERNED BY THOSE WE SERVE

Unlike many financial organizations, PLGIT is owned and operated by our investors, local officials just like you.

Sandra A. Bartosiewicz
President
Wyoming Valley Sanitary
Authority

Kathleen DePuy
Vice President
Borough of Whitehall

Dr. Samuel Lee
Secretary/Treasurer
Bensalem Township
School District

Julie Bookheimer
Chester County

Kim Buchanan
Grove City Area School
District

Ronald E. Evanko
Borough of Blairsville

Dennis Hameister
Harris Township

Crandall O. Jones
Municipality of
Norristown

Dr. Thomas Lesniewski
Punxsutawney Area
School District

John V. Thomas
Hampden Township

Anna Swailles
Metal Township

Choices that Meet Your Needs



PLGIT - Class

- No minimum balance
- Daily liquidity
- ACH, check writing and Remote Desk Capture
- Easily direct deposit state subsidies



PLGIT/Reserve Class

- \$50,000 minimum initial investment
- Daily liquidity
- Two monthly withdrawals³
- Transactions processed online



PLGIT/PRIME

- No minimum balance
- Daily liquidity
- Two monthly withdrawals³



PLGIT/TERM

- Fixed-rate, fixed-term investment
- Investments can be made from \$100,000 & up
- Principal and dividend paid at maturity
- Customized maturity dates available



PLGIT - CD Purchase Program

- Fixed-rate investment in FDIC-insured CDs in banks meeting PLGIT's minimum capitalization standards
- Investments from \$95,000 and up

PLGIT's investment options offer the tools you need to help optimize your interest earnings.



Online access to daily account information at www.plgit.com



Tracking and reporting of arbitrage rebate compliance for the proceeds of debt issuance



Dedicated relationship team and service line

SPONSORSHIPS MATTER

PLGIT is the only Pennsylvania investment option endorsed by seven statewide local government, municipal authority and school district associations. Their support has allowed us to better accommodate Pennsylvania public entities throughout the Commonwealth as well as tailor our investments to meet their unique needs.



¹As of December 31, 2021

³No limit on monthly withdrawals; a penalty is incurred if withdrawals exceed two per calendar month.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter the "**Agreement**") is hereby entered into this 21st day of December, 2022, by and between the DELAWARE COUNTY SOLID WASTE AUTHORITY, a Pennsylvania municipal authority with offices at Rose Tree Park – Hunt Club, 1521 N. Providence Road, Media, PA 19063 (hereinafter the "**Authority**") and PRACTICAL WASTE SOLUTIONS LLC, a Pennsylvania limited liability company having a business address of 821 Farmingdale Road, Lancaster, Pennsylvania 17601 (hereinafter the "**Contractor**").

BACKGROUND

A. The Authority desires to engage an independent contractor for the furnishing of professional services, advice and assistance to the Authority as Interim CEO, said services to include the scope of work set forth in the Proposal (hereinafter the "**Proposal**") attached hereto as Exhibit "A", incorporated herein by reference as though fully set forth herein (the "**Services**").

B. Contractor has represented to the Authority that the Contractor possesses the necessary skills and expertise to perform the Services. Based upon such representations, the Authority is prepared to engage the Contractor pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Background.** The Background to this Agreement is incorporated herein by reference.

2. **Services to be provided by Contractor.** The Contractor shall provide all services, reports, and recommendations as may be necessary or appropriate for the satisfactory provision of Services and as further identified in the Proposal. The Contractor shall work with the various staff members and consultants of the Authority as directed by the Board of Directors of the Authority in furtherance of the satisfactory performance of the Services. James D. Warner shall serve as "principal consultant" and shall have primary responsibility for performance of the Services. It is understood that Contractor shall not engage any other subcontractor without the express prior written approval of the Authority and that Contractor shall not perform any services other than the Services defined herein without the express prior written approval of the Authority.

3. **Term.** Contractor shall commence providing the Services upon the execution of this Agreement by the Authority, will diligently perform the Services as required, and will continue performance unless terminated in accordance with Paragraph 13 hereof.

4. **Compensation.** For performance of the Services, Consultant shall be paid as follows: Hourly rate of One Hundred Seventy-Eight and 50/100 Dollars (\$178.50), effective January 1, 2023, paid monthly.

5. **Contractor Disclosure.**

Contractor shall perform all Services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the Services are performed, and shall comply with all laws, rules and regulations of any governmental or regulatory agency applicable to the Services. Except as otherwise specifically stated herein, no warranty, representation or guarantee, express or implied, is intended by this Agreement. Contractor is not responsible for the completion or quality of work that is dependent upon or performed by Authority staff, forces, agents or assigns not under the direct control of Contractor or for their acts or omissions or for any damages resulting therefrom.

6. **Independent Contractor.** Contractor has been designated as "Interim CEO" for the Authority by Resolution No. 2022-2. Notwithstanding such designation, Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all the Contractor's employees, if any, shall not be considered officers, employees, or agents of the Authority, and are not entitled to benefits of any kind or nature normally provided employees of the Authority and/or to which the Authority's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement.

7. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report any compensation received from the Authority and to make the requisite tax filings and payments, if any, to the appropriate federal, state or local tax authority.

8. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, instrumentalities, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. The Contractor's services will be performed in accordance with generally and currently accepted principles and practices of his profession and in full compliance with the recommendations and requirements set forth by the Authority and in the Proposal.

9. **Confidentiality and Use of Information.** The Contractor shall advise the Authority of any and all materials used or recommended for use by Contractor to perform the Services, that are, or may be, subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the Authority and as a result of the use of any programs

or materials developed by Contractor under this Agreement the Authority should be found in violation of any copyright restrictions or requirements, or the Authority should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, the Authority against any action or claim brought by the copyright holder.

10. ***Audits and Inspection of Records.*** At any time during the normal business hours and as often as the Authority may deem necessary, Contractor shall make available to the Authority for examination at the Authority's place of business, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the Authority to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

11. ***Originality of Services.*** Contractor agrees that all procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the Authority and/or used in connection with this Agreement, shall be wholly original to the Authority and shall not be copied in whole or in part from any other source, except that submitted to Contractor by the Authority as a basis for such services.

12. ***Copyright/Trademark/Patent.*** Authority understands and agrees that all intellectual property produced by Contractor under this Agreement, if any, shall be the sole property of the Contractor and shall not be used without Contractor's express written permission. Contractor shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of Contractor. Authority consents to use of Authority's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. ***Termination.*** The Authority may, at any time, with or without reason, terminate this Agreement. Written notice by the Authority shall be sufficient to stop further performance of Services by Contractor. The Contractor, upon thirty (30) days written notice to the Authority, may terminate this Agreement. Notice shall be deemed given when received by the non-terminating party or not later than five (5) days after the date of mailing, whichever is sooner.

The Authority may also terminate this Agreement upon giving of written notice of its intention to terminate for "Cause" which shall be deemed to include (a) violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the Authority to liability to others for personal injury or property damage.

Written notice by the Authority of termination for Cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate. In the

event of termination for Cause by the Authority, the Authority may secure the Services from another contractor.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the Authority or Contractor. Written notice by the Authority or Contractor shall be deemed given when received by the other party or no later than five (5) days after the day of mailing, whichever is sooner.

14. **Hold Harmless.** Authority and Contractor agree to and do hereby indemnify, hold harmless and defend each other party and its employees, agents, elected and appointed officials, from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Authority or the Contractor or any person, firm or corporation employed by the Authority or the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Authority or its officers, employees or agents or the Contractor or its officers, employees or agents.

(b) Any injury to or death of any person, including the Authority or its officers, agents and employees, or the Contractor or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Authority or the Contractor, or any person, firm or corporation employed by the Authority or the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services, whether said injury or damage occurs either on or off the Authority's property, except for liability for damages which result from the sole negligence or willful misconduct of the Authority or its officers, employees or agents or the Contractor or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or non-copyrighted matter or patented or unpatented invention under this Agreement.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor, without the prior written consent of the Authority, which consent the Authority is under no obligation to give.

16. **Compliance with Applicable Laws.** The Services completed herein must meet the approval of the Authority. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor.

17. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses, if any, as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

19. **Non-Waiver.** The failure of the Authority or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. **Notice.** All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid, as follows:

If to the Authority:

Delaware County Solid Waste Authority
Rose Tree Park -- Hunt Club
1521 N. Providence Road
Media, PA 19063
Attn:

With a copy to:

Michael P. Clarke, Esq.
Rudolph Clarke, LLC
7 Neshaminy Interplex, Suite 200
Trevose, PA 19053

If to Contractor:

Service shall be considered given when received if personally served or if mailed on the fifth (5th) day after deposit in any U.S. Post Office.

21. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions

will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

23. **Warranty of Parties.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

**DELAWARE COUNTY SOLID
WASTE AUTHORITY**

By: _____

ATTEST:

PRACTICAL WASTE SOLUTIONS LLC

By: _____

EXHIBIT A

DCSWA Proposal to PWS

The Delaware County Solid Waste Authority (“DCSWA”) Board of Directors, having established a consulting relationship with Practical Waste Solutions LLC (“PWS”) in 2021, is and has been highly supportive of the efforts of PWS as our Interim CEO and general consultant to bring about meaningful improvements to the strength, stability, and overall operations of the Authority. The level of experienced expertise and professionalism are notable and exemplary.

Pursuant to continuing that relationship and with recognition of both progress made and the significant challenges anticipated and possibly unknown, we propose the following specific statement of work, including any other duties/assignments as directed by the Board, and compensation for 2023:

- Continue to grow organizational capability and position the Authority to sustain quality operational and financial performance.
- Support the Board in utilizing an executive search firm to hire a senior executive by mid year 2 to be trained and in place as the next chief executive at the end of year 3.
- Advise and support successful implementation of county 10-year MWMP
- Develop and initiate improved recycling coordination / communication for the county
- Advise and support favorable bond and investment strategies
- Initiate the design and site development supporting full redevelopment of the transfer stations
- Initiate transfer station construction / redevelopment as soon as practical
- Advise and support cost effective support of county waste collection and distribution
- Advise and support cost efficient operations of the landfill while maintaining or improving DEP compliance
- Continue advice and support for development of effective board agendas and management practices
- Continue to advise and support development of documented best practices, policies, and regulations are required to sustain Authority operations for the long term
- Continue to expand efforts for cost effective financial and operational data collection, analysis, and reporting to support quality, transparent decision-making processes
- Continue efforts to strengthen transparency through cost-effective document management processes
- Strengthen environmental responsibility across the Authority including internal measures for waste reduction as a model for the community
- Continue to build the strength and soundness of Authority annual budget planning, review, and related audit processes
- Continue to build and strengthen the relationship between the community and the Authority through all reasonable and cost-effective public communications channels utilizing County small business capacity

With the expectation of continuing the services of PWS into 2024 and the hiring of a new, permanent CEO, the board anticipates that PWS support would taper off in 2023 and 2024 appropriately as transition under the new CEO takes place.

Rates for Supporting Consultants

Subject to Board approval of the Authority base wage rate increase, the following rate increases are proposed, not to exceed that base wage rate increase.

Consultant	Current	Proposed	Increase	Notes
James D. Warner	170.00	178.50	5.00%	

Mileage: 2023 Federal Reimbursement rate

Travel Time: 40% hourly rate Meals: \$55/day/pp max. Lodging: \$210/day/pp max. (if needed)