

**DELAWARE COUNTY SOLID WASTE
AUTHORITY BOARD MEETING**

ROSE TREE PARK

September 21, 2022

DELAWARE COUNTY SOLID WASTE AUTHORITY
MEETING
ROSE TREE PARK
September 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 August 17, 2022.
5. Public Comment
6. Report: Interim CEO, Jim Warner
Updates: Leachate/Amity Township
7. Facility Operations
Review: August 2022 Tonnage Summary
Action Item with Issue Paper: Replace Transfer Station #3 Front Fence
Action Item with Issue Paper: Purchase Articulated Truck
Action Item with Issue Paper: Purchase of PVC Pipe and Fittings
8. Accounting and Finance Report
Review: August and YTD Operating and Capital Budget Report
Action Item: Approval of the Accounts Payable List for August 2022.
Action Item: Approve Resolution 2022 – 6: Authorizing debit payment of monthly utility invoices
9. Public Outreach and Communications
Review: DCSWA new branding initiative
10. Other Business
Action Item: Approve Resolution 2022 – 7, Authorizing Joining the Pennsylvania Municipal Health Insurance Cooperative.
Action Item with Issue Paper: Approve Property and Casualty Insurance
Action Item with Issue Paper: Approve Life, Short-Term and Long-Term Disability Insurance
Action Item with Issue Paper: Approve The Amynta Group as Surety Bond Underwriter for RHL
11. Strategic Planning
Action Item with Issue Paper: Approve CEC, Inc for TS Feasibility Study
Review Item: Draft 2023 Operating and Capital Budgets
12. Solicitor Report
Update: By-laws, Transfer Station Property Ownership
13. Executive Session:
14. Adjournment

DELAWARE COUNTY SOLID WASTE AUTHORITY
Rose Tree Park
August 17, 2022

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

The pledge of Allegiance was said.

Board Member Attendance: James McLaughlin, Chairman
 Robert Layden, Secretary
 John Butler, Member
 William Jones, Member
 William Silverstein, Member
 Steven Goldfield, Member
 Don Vymazal, Ex-Officio
 Christine Reuther, 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

Public Attendance: Andrew Saul- Media, PA
 Kearni Warren- Chester, PA
 Ariza Nanji- Swarthmore, PA
 Mike Ewall- Zoom
 Anita Littleton- Zoom

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 July 20, 2022. Motion made by John Butler Seconded by William Silverstein; motion was passed with no dissenting votes. Steven Goldfield abstained.

Public Comment:

Andrew Saul spoke about his concerns for trash and recycling.

Jim Warner, Interim CEO updates on:

- RHL Leachate management: Amity Township Sanitary Sewer System
- 2023 budget schedule: On schedule for September
- Transfer Station smokestacks: waiting for company to look at the smokestacks, no update

- Municipality Increases: will have an answer September

July 2022 Tonnage Summary reviewed

Upon motion duly made and seconded, and by unanimous vote **Approval** to Purchase a Pick-up Truck for the Rolling Hills Landfill. Motion made by Steven Goldfield Seconded by John Butler; motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Purchase two All-Terrain Vehicles for the Rolling Hills Landfill. Motion made by Steven Goldfield Seconded by William Jones; motion was passed with no dissenting votes.

Jeff Munster, COO showed Photos and gave explanations of the Rolling Hills Landfill Phase 1 Construction and shop organizational efforts.

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

Upon motion duly made and seconded, and by unanimous vote **Approval** of Payment of Bills For the month of July 2022. Motion made by Steven Goldfield; Seconded by William Jones, motion was passed with no dissenting votes, John Butler opposed two payments.

Public Outreach and Communications: DCSWA Seal new branding initiative, current Seal is outdated

Strategic Planning: Revised Draft of the DCSWA By-Laws, principles and components have been sent to the board.

Preliminary Macro Budget Assumptions were reviewed.

Solicitors Report:

- Draft By-Laws sent to the board for review contact Solicitor with any questions or comments
- Working with the Recorder of Deeds and County Mapping for information on the Transfer Stations, having difficulty locating paperwork for Plant # 1 (Chester), Plant # 3 (Marple) has been easier to locate

The Board went into Executive Session to discuss Personnel matters.

The Board reconvened the regular meeting and there being no further business, the meeting was adjourned.

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

	Month				YTD			
	Budget	Actual	Variance	Variance %	Budget	Actual	Variance	Variance %
Delaware County Refuse								
Delco Residential	16,174	15,038	(1,136)	-7%	119,550	102,662	(16,888)	-14%
Delco Commercial	9,417	11,478	2,061	22%	69,604	80,092	10,488	15%
Delco Direct Residential	5,484	4,238	(1,246)	-23%	40,533	41,365	831	2%
Delco Direct Commercial	5,484	3,044	(2,440)	-44%	40,533	28,584	(11,950)	-29%
Total Tons	36,559	33,798	(2,761)	-8%	270,221	252,703	(17,518)	-6%
Rolling Hills Landfill								
Covanta Ash	34,996	36,547	1,551	4%	258,667	235,550	(23,116)	-9%
Plymouth Ash	4,690	4,040	(650)	-14%	34,667	30,766	(3,901)	-11%
Berks County	3,770	3,531	(239)	-6%	27,867	25,350	(2,517)	-9%
Montgomery County	7,570	8,856	1,286	17%	55,951	71,078	15,126	27%
Residual	0	5,314	5,314		0	8,673	8,673	
Total Tons	51,026	58,288	7,262	14%	377,152	371,417	(5,735)	-2%
System Tons	87,586	92,086	4,500	5%	647,373	624,120	(23,253)	-4%

ISSUE PAPER

Issue: Fence Removal and Replacement Transfer Station #3

Background: Having a fence securing the Transfer Station is part of the PaDEP permit to operate and protects the site and the assets used to operate the site.

Discussion: The fence at Transfer Station 3# is in poor condition. It has not been maintained, tress, brush and vines have overrun the fence. This is an eyesore to the community, customers, and the employees. It also is a haven for vectors. In order to meet PA Bidding requirements, the Authority recently joined the Keystone Purchasing Network (KPN). KPN is a free service that has already done the bidding work following strict bidding standards (A FAQ about the KPN has been included). A company called Gordian administers the Keystone Purchasing Network (KPN) Job Order Contracting program (JOC) program in SE Pennsylvania. Gordian selected SJ Thomas Company, Inc (Lansdowne, PA) as the low bidder after reviewing the job specifications and quotes from contractors.

Recommendation: It is recommended that the Board approve hiring S.J Thomas Company, Inc to remove 250 feet of fence along Sussex Boulevard and replace it with new 7-foot-high fencing with vinyl plastic privacy inserts and regrade the area for a total of \$52,595.98.

Approved: _____
James McLaughlin, Chairman Date:

Fence TFS #3

Sussex Blvd



Sussex Blvd



KEYSTONE PURCHASING NETWORK - F A Q

Your FAQs answered to show the flexibility and cost-saving behind KPN cooperative purchasing

by KPN Staff

How do I become a member?

Simply fill out this membership application and agree to the membership terms. The primary contact for your agency should be the one to sign up. Be prepared to register with information on other key contacts within your organization.

How much does it cost to be a member?

Membership is free. There are no strings, nor any obligations to use any particular purchasing contract.

How can the service be free?

KPN is a program and service of the Central Susquehanna Intermediate Unit. Costs of co-op operations are covered by a transaction fee paid by vendors who get orders from members. This fee turns out to be inconsequential to final effective pricing because, by leveraging nationwide demand, KPN can get lower-than-usual prices for its members even when the transaction fee is factored into the price.

Is KPN a school district or government agency?

KPN is a program of the Central Susquehanna Intermediate Unit, No. 16. The CSIU is a political jurisdiction of the Commonwealth of Pennsylvania, specifically an educational agency established by a law passed by the Pennsylvania Legislature in 1971. As a public education agency, we derive our bidding authority from Pennsylvania state law, which extends that right and responsibility to local jurisdictions.

Why don't we have to go to bid when buying from KPN vendors?

KPN has already done the bidding work for you and done it following strict bidding standards. KPN follows Pennsylvania bid laws. Most states have reciprocal contracting legislation that allows one agency to use a purchasing contract awarded in a different state. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§1901 et seq.

How do I see pricing?

Pricing is presented in multiple formats, depending upon the type of contract. Only registered members can see the pathway to pricing. For complicated public works projects, pricing will be quoted by the vendor. For other contracts, such as consumables, pricing may be available through a link.

KPN has posted the pathway to pricing for each awarded contract. Each link is viewable by registered members only. Here are the directions to pricing: 1) Search for the contract you want to use or use the Table of Contracts. 2) Click on the contract product-line name in the first column of the contract table. 3) You will see a summary of information about the contract. If you are a registered member, the pricing pathway can be found on the fourth tab of summary information.

How can I be sure I am being charged the right price?

Always ask for the KPN price when requesting quotes or working with the vendor. Include the KPN contract number on all purchase orders. Vendors are obligated to give you the contract price. Each vendor is required to send KPN a sales report that KPN uses to ensure vendors comply with bid pricing.

How do I submit an order?

Send your orders directly to the vendor. Include the KPN contract number on your purchase order. KPN has posted ordering instructions for each awarded contract. Each set is viewable by registered members. Here's the pathway to find the instructions: 1) Search for the contract you want to use or use the Table of Contracts. 2) Click on the contract product-line name in the first column of the contract table. 3) You will be presented with a summary of information about the contract. If you are a registered member, the ordering instructions can be found on the fourth tab of summary information.

How do I make a suggestion for something to be bid?

Send an e-mail to Mark Carollo at mcarollo@csiu.org.

Does your bid process meet our local requirements for bidding?

We follow strict purchasing and bidding procedures that satisfy most state and local bidding policies. Most states have reciprocal contracting laws that allow one agency to use a purchasing contract awarded in a different state. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§1901 et seq.

ISSUE PAPER

Issue: Purchase a Volvo Articulated Truck from Highway Equipment

Background: Landfill staff uses articulated trucks to haul dirt for intermediate cover, stone for roads and the tipping area as needed. Currently there are two 2016 models and one 1995 model on site. The 1995 truck has been converted into a water truck.

Discussion: Purchasing a 3rd truck will enable staff to hire a vendor to convert one of the 2016 trucks into a reliable modern water truck and sell the 1995 truck. Having a 2021 model as a primary truck and using one 2016 truck as a backup or when needed to use two trucks at a time would be a benefit to the operations.

Staff reached out to three different vendors for pricing for a used articulated truck. Highway Equipment had a 2021 model in their rental fleet that was the lowest price. This expenditure is part of the 2022 Capital budget.

Recommendation: It is recommended that the Board approve purchasing a 30-ton Articulated Truck from Highway Equipment for \$377,559.60 using COSTARS.

VENDOR	YEAR/MODEL	NET PRICE
Highway Equipment	2021 Volvo A30	\$377,559.60
Foley Cat	2021 CAT 730	\$414,000
Plaster Equipment	2021 John Deere 310E	\$419,900

Approved: _____

James Mclaughlin, Chairman



ISSUE PAPER

Issue: HDPE Stormwater Pipe and Fitting - Supply Only

Background:

RHL is improving a major access road to allow waste trucks to safely transverse an area between Stormwater Retention Basin #6 and the existing landfill. The new HDPE stormwater piping will be install to create a wider path for trucks and to allow a physical barrier to be constructed to reduce the risk of truck rollovers. The pipe will be installed utilizing DCSWA staff and equipment.

Discussion:

The bid called for the supply of 380 feet of 24" diameter HDPE pipe, 380 feet of 36" diameter HDPE pipe, one 36" elbow, and one 36" flared end.

Bid Results:

The bid is to supply HDPE pipe. There were three responsive bidders and the results are summarized below.

1. Lane Enterprises, Inc: Total Contract Price **\$35,132.00**
2. Chemung Supply Corp: Total Contract Price **\$41,571.83**
3. Exeter Supply Company: Total Contract Price **\$44,408.00**
4. Ferguson Enterprises Inc. : Total Contract Price **\$45,677.24**

Recommendation:

It is recommended the Board of Directors award the contract to Lane Enterprises Inc. in the amount of **\$35,132.00**

**DELAWARE COUNTY SOLID WASTE AUTHORITY
AUGUST, 2022
OPERATING BUDGET SUMMARY**

	Month				YTD				
	Budget	Monthly	Variance	Variance %	YTD Budget	YTD	Variance	Variance %	
REVENUE					REVENUE				
Delco Residential	\$1,261,604	\$1,172,964	(\$88,640)	-7%	Delco Residential	\$9,324,900	\$8,007,599	(\$1,317,301)	-14%
Delco Commercial	753,361	918,240	\$164,879	22%	Delco Commercial	5,568,320	6,407,408	\$839,088	15%
Delco Direct Residential	427,746	330,564	(\$97,182)	-23%	Delco Direct Residential	3,161,600	3,191,013	\$29,413	1%
Delco Direct Commercial	438,714	243,520	(\$195,194)	-44%	Delco Direct Commercial	3,242,667	2,280,136	(\$962,530)	-30%
Covanta Ash	699,922	744,462	\$44,541	6%	Covanta Ash	5,248,801	4,886,767	(\$362,035)	-7%
Plymouth Ash	93,804	88,361	(\$5,443)	-6%	Plymouth Ash	693,333	672,844	(\$20,490)	-3%
Berks County	271,464	226,636	(\$44,828)	-17%	Berks County	2,006,472	1,474,064	(\$532,408)	-27%
Montgomery County	492,046	506,205	\$14,159	3%	Montgomery County	3,636,860	4,090,856	\$453,996	12%
Residual	0	292,274	\$292,274		Residual	0	466,962	\$466,962	
Grants	10,833	0	(\$10,833)	-100%	Grants	86,667	54,366	(\$32,301)	-37%
Miscellaneous	8,833	9,175	\$342	4%	Miscellaneous	70,667	97,939	\$27,272	39%
Total Revenue	\$4,458,326	\$4,532,402	\$74,076	2%	Total Revenue	\$33,040,287	\$31,629,954	(\$1,410,333)	-4%
Discounts	114,459	74,446	(\$40,013)	-35%	Discounts	\$846,000	\$582,671	(\$263,329)	-31%
Total Net Revenue	\$4,343,868	\$4,457,956	\$114,088	3%	Total Net Revenue	\$32,194,287	\$31,047,283	(\$1,147,003)	-4%
EXPENSES					EXPENSES				
Administration	\$168,139	\$150,662	(\$17,477)	-10%	Administration	\$1,483,843	\$1,583,534	\$99,691	7%
Operations	421,912	413,082	(\$8,830)	-2%	Operations	3,477,125	3,369,944	(\$107,181)	-3%
Contract Hauling	760,065	876,051	\$115,986	15%	Contract Hauling	5,617,894	5,642,540	\$24,646	0%
Covanta Processing	1,537,724	1,485,568	(\$52,156)	-3%	Covanta Processing	11,396,472	10,952,138	(\$444,335)	-4%
Delco Host Fees	69,992	67,757	(\$2,235)	-3%	Delco Host Fees	517,332	490,807	(\$26,525)	-5%
RHL Host Fees	423,255	503,348	\$80,093	19%	RHL Host Fees	2,652,345	2,672,439	\$20,094	1%
HHW Events/Recycling	8,750	12,337	\$3,587	41%	HHW Events/Recycling	70,000	102,722	\$32,722	47%
Total Expenses	\$3,389,837	\$3,508,806	\$118,968	4%	Total Expenses	\$25,215,010	\$24,814,123	(\$400,887)	-2%
Operating Surplus (Deficit)	\$954,030	\$949,150	(\$4,880)	-1%	Operating Surplus (Deficit)	\$6,979,276	\$6,233,160	(\$746,116)	-11%

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

Capital Budget	\$10,807,000
Capital Expense YTD	<u>\$8,253,723</u>
Capital Budget Balance	\$2,553,277

Summary

Net Operating Surplus	\$949,150
Capital Expense	\$890,016
Capital Reserve Contribution	\$0
Operating Account Contribution from Operating Surplus	\$890,016
Capital Reserve Balance as of 8/31/22	\$5,384,146
Operating Account Balance as of 8/31/22	\$1,415,217
Closure Collateral Reserve Deposit	\$0.00

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
I873498	A ROYAL FL...	A Royal Flush Environmental	8/18-9/14/22 Portable Restroom Rental-Plt...	126.52
I873339	A ROYAL FL...	A Royal Flush Environmental	8/17-9/13/22 Portable Restroom Rental(2) ...	253.05
	Total A ROYA...	A Royal Flush Environmental		379.57
A13936	A. N. Lynch Co.	A. N. Lynch Co., Inc.	8/2/22 Fuel Pump Outlet Install & Survey ...	280.17
	Total A. N. Ly...	A. N. Lynch Co., Inc.		280.17
22-012-1...	AccuLabs Env...	AccuLabs Environmental, LLC	LPG Sampling Rental/Certification 6-Liter...	1,990.00
	Total AccuLab...	AccuLabs Environmental, LLC		1,990.00
A147422	Adcock Trans...	Adcock Transport	Transport Seven (7) Vehicles from LF to H...	1,125.00
	Total Adcock ...	Adcock Transport		1,125.00
082322	AQUA	AQUA Pennsylvania	Acct. #000247306 0247306	146.71
082322A	AQUA	AQUA Pennsylvania	Acct. #000243285 0243285	111.88
	Total AQUA	AQUA Pennsylvania		258.59
4121885	Arthur J. Gallia	Arthur J. Gallagher Risk Manag	Workers' Comp - 4th Quarter, 2022	8,893.75
	Total Arthur J. ...	Arthur J. Gallagher Risk Manag		8,893.75
8791933...	AT & T Mobility	AT & T Mobility	Acct. #879193310	530.32
	Total AT & T ...	AT & T Mobility		530.32
6723	Berg Constructi	Berg Construction, LLC	Rock Truck(2),Dozer, Excavator,Loader&...	184,325.20
	Total Berg Co...	Berg Construction, LLC		184,325.20
083122	BLAZOSKY_...	Blazosky Associates, Inc.	Misc. Engineering Services (7/3-7/30/22)	1,754.63
	Total BLAZO...	Blazosky Associates, Inc.		1,754.63
108109	BORO. POTTL...	Borough of Pottstown	8/22 Leachate Treatment (2,617,149 gals.)	37,163.56
	Total BORO. P..	Borough of Pottstown		37,163.56
005	CHENANGO ...	Chenango Contracting, Inc.	Furnish & Install Geosynthetic Liner & Pip...	447,732.78
	Total CHENA...	Chenango Contracting, Inc.		447,732.78
4120719	CHESTER_W...	Chester Water Authority	6/24-7/25/22 Water Bill	721.11
	Total CHEST...	Chester Water Authority		721.11
5122357...	Cintas	Cintas First Aid & Supplies	Acct. #10511656 Misc. First Aid Supplies ...	68.71
	Total Cintas	Cintas First Aid & Supplies		68.71
081622	COMCAST C...	Comcast Cable	Acct. #8499 10 044 0051661	462.28
	Total COMCA...	Comcast Cable		462.28
0822_D...	Covanta Dela...	Covanta Delaware Valley	August, 2022 Waste Disposal	813,302.30
	Total Covanta ...	Covanta Delaware Valley		813,302.30

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
19888157 062222	CRYSTAL SP...	Crystal Springs	Spring Water Supply & Mthly. Rental (Site..	260.13
19888157 072222	CRYSTAL SP...	Crystal Springs	Spring Water Supply & Mthly. Rental (Site..	267.64
19888157 082222	CRYSTAL SP...	Crystal Springs	Spring Water Supply & Mthly. Rental (Site..	324.05
	Total CRYST...	Crystal Springs		851.82
090722	Dela Cty.Police	Delaware County	2021 Park Police HHW Events (Transfer A..	2,418.65
	Total Dela Cty...	Delaware County		2,418.65
7-860-00...	FEDERAL C...	Federal Communications Commiss	Fedex Custom (3) LF	126.47
	Total FEDER...	Federal Communications Commiss		126.47
7-852-26...	FEDERAL_E...	Federal Express Corporation	Fedex Custom - LF	42.01
7-867-63...	FEDERAL_E...	Federal Express Corporation	Fedex Custom - LF	37.87
7-874-11...	FEDERAL_E...	Federal Express Corporation	Fedex Custom & Envelope - LF	79.29
7-874-11...	FEDERAL_E...	Federal Express Corporation	Fedex Custom (2) LF	85.10
	Total FEDER...	Federal Express Corporation		244.27
INV1151...	FRASER_BU...	Fraser Advanced Info. System	Contract CT10446-01 8/25-9/24/22 - Shar...	154.00
INV1157...	FRASER_BU...	Fraser Advanced Info. System	Contract CT5955-01 9/13-10/12/22 - Shar...	160.00
INV1133...	FRASER_BU...	Fraser Advanced Info. System	Contract CT5955-01 7/13-8/12/22 - Sharp ...	430.28
	Total FRASE...	Fraser Advanced Info. System		744.28
144164	GENERAL SE...	General Sewer Service, Inc.	8/12/22 High Powered JetVac - Plt.#1	875.00
	Total GENER...	General Sewer Service, Inc.		875.00
L22-437	Geotechnics	Geotechnics	GCL to Soil Static Test - Phase I Geosynth...	1,209.15
L22-425	Geotechnics	Geotechnics	GCL to Soil Static Test - Phase I Geosynth...	910.00
L22-424	Geotechnics	Geotechnics	GCL to Soil Static Test - Phase I Geosynth...	1,295.00
	Total Geotech...	Geotechnics		3,414.15
PS10018...	GILES_&_RA...	Foley, Inc.	Cab Air Filter #327-6618 & Filter #363-94...	80.76
PS10018...	GILES_&_RA...	Foley, Inc.	Air #265-6618/AS #416-5884 Filters&Soc...	91.07
	Total GILES_...	Foley, Inc.		171.83
1010431	GRANNETTIN...	Grannettino Trucking Co.	Leachate Hauling 8/8-12/22 (531,803 gals.)	32,256.12
1010432	GRANNETTIN...	Grannettino Trucking Co.	Leachate Hauling 8/15-19/22 (680,432 gal...	39,714.43
1010435	GRANNETTIN...	Grannettino Trucking Co.	Leachate Hauling 8/29-9/2/22 (558,650 ga...	32,615.74
1010434	GRANNETTIN...	Grannettino Trucking Co.	Leachate Hauling 8/22-25/22 (478,501 gal...	28,345.04
	Total GRANN...	Grannettino Trucking Co.		132,931.33
174162	JOHN_J_MC...	John J. McIntyre Sons, Inc.	6/13,15,25/22 T/S Rodan 2500 F-1 Load ...	3,876.97
174614	JOHN_J_MC...	John J. McIntyre Sons, Inc.	8/10,25/22 Supply/Install Com.Card & Re...	2,051.30
174613	JOHN_J_MC...	John J. McIntyre Sons, Inc.	9/2/22 Perform Qtrly. Scale Calibration-Plt...	750.00
	Total JOHN_J...	John J. McIntyre Sons, Inc.		6,678.27
0070343	JPS Medical ...	JPS Medical Waste Division	Medical Waste Box (7) Plt.#3	250.00
	Total JPS Med...	JPS Medical Waste Division		250.00

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
51	Kathryn Sando...	Kathryn Sandone LLC	August, 2022 Consulting & Rebranding D...	<u>6,350.00</u>
	Total Kathryn ...	Kathryn Sandone LLC		6,350.00
329719	Keystone Fire	Keystone Fire Protection Co.	6/23/22 Repair Damaged Head in Trash Fl...	<u>2,473.17</u>
	Total Keystone...	Keystone Fire Protection Co.		2,473.17
56603	Lewis Environ...	Lewis Environmental, Inc.	6/11/22 Disposal of Ether (5 gals.) HHW E..	<u>6,040.85</u>
	Total Lewis E...	Lewis Environmental, Inc.		6,040.85
229389	MARTIN_ST...	Martin Stone Quarries, Inc.	Protective Cover (1,673.68 tons) Phase I E...	30,988.48
229208	MARTIN_ST...	Martin Stone Quarries, Inc.	Protective Cover (2,086.27 tons) Phase I E...	38,627.72
228861	MARTIN_ST...	Martin Stone Quarries, Inc.	Protective Cover (3,583.56 tons) Phase I E...	66,807.17
229024	MARTIN_ST...	Martin Stone Quarries, Inc.	Protective Cover (2,120.89 tons) Phase I E...	<u>39,358.78</u>
	Total MARTI...	Martin Stone Quarries, Inc.		175,782.15
S-2207805	McGovern Inc.	Wm. P. McGovern, Inc.	Pump Out Disposal Tank (3500 gals.) Pit.#3	397.85
S-2207581	McGovern Inc.	Wm. P. McGovern, Inc.	Pump Out Holding Tank (3899 gals.) Pit.#1	381.50
S-2207906	McGovern Inc.	Wm. P. McGovern, Inc.	Pump Out Disposal Tank (3561 gals.) Pit.#1	<u>354.25</u>
	Total McGover..	Wm. P. McGovern, Inc.		1,133.60
082422	MET-ED	Met-Ed	Acct. #200 000 051 835	2,659.88
082522	MET-ED	Met-Ed	Acct. #100 113 896 912	44.77
082322B	MET-ED	Met-Ed	Acct. #100 014 830 556	500.00
082422A	MET-ED	Met-Ed	Acct. #100 046 342 471	<u>19.29</u>
	Total MET-ED	Met-Ed		3,223.94
181284-8	Moyer Indoor/...	Moyer Indoor/Outdoor	8/22 Pest Control Service - I.F	275.71
187243-8	Moyer Indoor/...	Moyer Indoor/Outdoor	8/22 Pest Control Service - Pit.#3	<u>297.75</u>
	Total Moyer In...	Moyer Indoor/Outdoor		573.46
090822	Nash, Angela	Angela L. Nash	August & September, 2022 COBRA Reim...	<u>721.36</u>
	Total Nash, An...	Angela L. Nash		721.36
2621	Nichols Plumbin	Nichols Plumbing Heating & Coo	Furnish/Install Sewage Pump in Pit@Pit.#...	<u>1,650.00</u>
	Total Nichols ...	Nichols Plumbing Heating & Coo		1,650.00
I-2098160	OFFICE_BAS...	Office Basics, Inc.	20# 8.5x11 Copier Paper (2 cases) Rose Tree	<u>97.90</u>
	Total OFFICE...	Office Basics, Inc.		97.90
4299	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Labor to Cleanoff Perimeter Fencing@LF (..	8,077.50
4297	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	32ft.x26ft.x4in. 4000 PSI Concrete Pad - 2...	5,550.00
4298	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	4ft.x4ft. 4000 PSI Concrete Footer-Phase I ..	830.00
4296	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Lawn Service & Extra Outside Scalchouse ...	<u>2,300.00</u>
	Total Ott's La...	Ott's Lawn Service & Landscapi		16,757.50
081122	PECO	PECO Energy	Acct. #33830-37020	93.34
082322C	PECO	PECO Energy	Acct. #61970-00204	<u>871.03</u>
	Total PECO	PECO Energy		964.37
B4115882	PenTeleData	PenTeleData	Etherpoint Cable Acct. #3180806 (8/24-9/...	<u>914.90</u>

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
	Total PenTele...	PenTeleData		914.90
50997480	PetroChoice	PetroChoice LLC	15W40 Diesel Engine Oil (187 gals.)	2,290.75
50983729	PetroChoice	PetroChoice LLC	Diesel Exhaust Fluid (DEF) 330 gals. w/11...	<u>1,638.18</u>
	Total PetroCh...	PetroChoice LLC		3,928.93
090922	PETTY_CAS...	Wendy L. Marburger	Petty Cash Reimbursement - DCSWA	<u>430.27</u>
	Total PETTY_...	Wendy L. Marburger		430.27
091222	PETTY_CAS...	Michele V. Campellone	Petty Cash Reimbursement - RT	<u>327.11</u>
	Total PETTY_...	Michele V. Campellone		327.11
INV/202...	Port A Bowl	Port A Bowl Restroom Co.	Portable Toilets (4 Units) 8/22-9/18/22 & ...	<u>479.60</u>
	Total Port A B...	Port A Bowl Restroom Co.		479.60
009	Practical Waste	Practical Waste Solutions, LLC	CEO Consulting Services (8/1-31/22) J. W...	<u>27,307.04</u>
	Total Practical...	Practical Waste Solutions, LLC		27,307.04
857	R GOTWALS	R GOTWALS	Threshwash (24), Septic (4) & Pumping (2 hrs.)	<u>5,700.00</u>
	Total R GOT...	R GOTWALS		5,700.00
22H0601...	Ready Refresh	ReadyRefresh by Nestle	Acct. #0601249204-Spring Water & Coole...	<u>15.79</u>
	Total Ready R...	ReadyRefresh by Nestle		15.79
89649741	SAFETY-KLE...	Safety-Kleen, Inc.	80G Agitating Parts Washer-Haz. Waste Di..	<u>757.95</u>
	Total SAFETY...	Safety-Kleen, Inc.		757.95
0443187	SCS Engineers	SCS Engineers	Leachate Evaporation Evaluation (7/1-31/...	<u>2,826.89</u>
	Total SCS Eng...	SCS Engineers		2,826.89
P2001816	SUBURBAN_...	Suburban Testing Labs, Inc.	Qtrly.T-001&002/Grit Chamber/Metering ...	3,340.00
P200181...	SUBURBAN_...	Suburban Testing Labs, Inc.	Outfall 006, Weekly Outfall 007/T-002 & ...	2,580.00
P200181...	SUBURBAN_...	Suburban Testing Labs, Inc.	Quarterly Monitoring Wells (11)	<u>5,071.00</u>
	Total SUBUR...	Suburban Testing Labs, Inc.		10,991.00
2023-18...	SWANA	SWANA	Annual Membership - J. McLaughlin	<u>330.00</u>
	Total SWANA	SWANA		330.00
54695717	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (1827 gals.)	7,878.75
54707003	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (1518 gals.)	7,104.85
54716623	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (1300.1 gals.)	6,181.46
54730467	Tally Petroleum	Diesel Direct Mid Atlantic	Off Road Diesel Fuel (2111.6 gals.)	<u>9,681.47</u>
	Total Tally Pet...	Diesel Direct Mid Atlantic		30,846.53
July22	TREASURER...	Treasurer of Delaware County	July, 2022 Payroll & Expenses	<u>7,568.12</u>
	Total TREAS...	Treasurer of Delaware County		7,568.12
13422	TSI	The Standard Group	Residual Waste Non-Hazardous Manifest (...)	<u>500.50</u>
	Total TSI	The Standard Group		500.50

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
080622	VERIZON - T	Verizon Telephone	Mithly. Telephone 494-6745	<u>229.43</u>
	Total VERIZO...	Verizon Telephone		229.43
9430780...	W_W_GRAL...	W. W. Grainger, Inc.	5/8-18X3ft. Alloy Steel Threaded Rod #4F...	66.32
9406691...	W_W_GRAL...	W. W. Grainger, Inc.	Wet Vac Disposable Filter Bag #50MR45 (..	<u>46.75</u>
	Total W_W_...	W. W. Grainger, Inc.		113.07
August2...	WASTE_MA...	Waste Management	August, 2022 Contract Hauling-Plt.#1	406,785.47
August2...	WASTE_MA...	Waste Management	August, 2022 Fairless Hills Landfill-Plt.#1	1,714.61
August22	WASTE_MA...	Waste Management	August, 2022 Contract Hauling-Plt.#3	<u>467,551.13</u>
	Total WASTE...	Waste Management		876,051.21
F0292	Whitmoyer Ford	Whitmoyer Ford, Inc.	2022 Ford F-150 4WD Regular Cab VIN 1...	<u>31,100.00</u>
	Total Whitmoy...	Whitmoyer Ford, Inc.		31,100.00
20220145	Will Business A	Will Business Applications	1/14/22 T/S WBA J20220036 - Flare	<u>624.90</u>
	Total Will Bus...	Will Business Applications		624.90
081822	Windstream	Windstream Conestoga, Inc.	Mithly. Telephone 689-6080	<u>895.42</u>
	Total Windstre...	Windstream Conestoga, Inc.		895.42
1108	Wireback Con...	Wireback Consulting LLC	8/1-8/31/22 HR Consulting Services	<u>3,730.06</u>
	Total Wirebac...	Wireback Consulting LLC		3,730.06
Report Total				<u><u>2,869,131.06</u></u>

Resolution No. 2022- 6

DELAWARE COUNTY SOLID WASTE MANAGEMENT AUTHORITY

DELAWARE COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF THE DELAWARE COUNTY SOLID WASTE AUTHORITY PROVIDING FOR THE AUTHOMATIC DEUCTIONS FROM AUTHORITY BANK ACCOUNTS OF CERTAIN UTILITY PAYMENTS.

ADOPTED: August 21, 2022

WHEREAS, the Delaware County Solid Waste Authority (the "Authority") is a body corporate and politic organized and governed by the Pennsylvania Municipality Authorities Act, as amended and supplemented (the "Act"); and

WHEREAS, the Authority has four separate locations (TS #1, TS #3, Hunt Club and Rolling Hills Landfill) where they conduct business, each location having a multitude of standard utility services that include, but may not be limited to, water, sewer, communications, and energy services; and

WHEREAS, paying for these routine utility services through automatic bank account debit would be more convenient to the Authority and prevent late charges,

NOW, THEREFORE BE IT RESOLVED by the Board of the Authority, as follows:

- 1. The Chief Administrative Officer of the Authority is hereby authorized and directed to make appropriate arrangements with Republic Bank for bank account debit service payments on any utility accounts of the Authority at each of their four locations of business as noted above.**
- 2. This Resolution shall become effective immediately.**

DULY ADOPTED, this 21st day of August 2022, by the Board of the Delaware County Solid Waste Authority.

DELAWARE COUNTY SOLID WASTE AUTHORITY

By: _____

James McLaughlin, Chairman

Resolution 2022-7

**Delaware County Solid Waste Authority, Delaware County,
Pennsylvania**

A RESOLUTION AUTHORIZING DELAWARE COUNTY SOLID WASTE AUTHORITY, DELAWARE COUNTY, PENNSYLVANIA, TO JOIN WITH OTHER MUNICIPAL ENTITIES AS A MEMBER OF THE PENNSYLVANIA MUNICIPAL HEALTH INSURANCE COOPERATIVE (PMHIC), TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF JOINING THE PMHIC AND TO PARTICIPATE AS A MEMBER OF THE PMHIC.

PREAMBLE

Whereas, a number of Municipal Entities within central Pennsylvania, have investigated whether it would be mutually beneficial to cooperate with each other in obtaining employee benefit insurance, and

Whereas, a plan has been presented to establish the Pennsylvania Municipal Health Insurance Cooperative (the "PMHIC") for the purpose of collectively purchasing employee benefits insurance, and

Whereas, the PMHIC will be established pursuant to an intergovernmental cooperation agreement entitled the Pennsylvania Municipal Health Insurance Cooperative Agreement ("the Agreement").

NOW, THEREFORE, BE IT RESOLVED by Delaware County Solid Waste Authority, Delaware County, Pennsylvania as follows:

The caption and Preamble of this Resolution set forth above are incorporated herein by reference.

The Delaware county Solid Waste Authority hereby approves entering into the Intergovernmental Cooperation Agreement, a copy of which is attached hereto and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this Resolution was enacted), with the intent and effect that this municipal entity shall be bound by the Agreement.

The Chairman or Vice-Chairman of the municipal entity, acting alone or together with the Secretary or Assistant Secretary, are hereby authorized and directed on behalf of

the entity, (i) to execute and deliver the Agreement, and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement, including payment to the PMHIC of such amounts as are due by the municipal entity pursuant to the Agreement.

All actions of any officer, agent or other representative of this entity heretofore taken in the pursuit of the establishment of the PMHIC and/or the entity's participation therein, are hereby ratified and approved in all respects.

The Governing Body of the municipal entity is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Resolution and of the Agreement.

As required by the Pennsylvania Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- (a) The conditions of the Agreement are set forth in the Agreement.
- (b) This municipal entity shall participate in the PMHIC for an initial term of three (3) years after agreeing to purchase one or more employee benefits through PMHIC. All renewal terms shall be as further set forth in the Agreement.
- (c) The purpose and objectives of the Agreement are as set forth in the Preamble of this Resolution and in the Agreement.
- (d) The manner and extent of financing the Agreement are that (i) no borrowing will be required by the entity, (ii) funds to implement the entity's obligations under the Agreement shall come from normal and usual budgeted amounts for such matters, and (iii) other provisions governing the manner and extent of the financing of the PMHIC shall be as set forth in the Agreement.
- (e) The PMHIC shall be managed by its Board of Directors pursuant to the terms of the Agreement.
- (f) All property, real or personal, of the PMHIC, shall be acquired, managed, licensed or disposed of by the PMHIC in accordance with the terms of the Agreement.
- (g) The PMHIC created by the Agreement shall be empowered to enter into contracts for policies of group insurance and employee benefits pursuant to the terms of the Agreement.

The provisions of this Resolution are severable and if any section, sentence, clause or part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the

remaining sections, clauses, parts or provisions of this Resolution. It is hereby declared to be the intent of the Delaware County Solid Waste Authority that such Resolution would have been enacted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Nothing contained in this Resolution shall be construed to affect any suit or proceeding in any court, or any rights acquired or liability incurred, or any cause of action existing prior to the enactment of this Resolution.

This Resolution shall become effective immediately upon enactment hereof.

DULY ORDAINED AND ENACTED this 21st day of September 2022, by the by Delaware County Solid Waste Authority, Delaware County, Pennsylvania.

Attest: _____
Secretary

By: _____
James McLaughlin, Chairman

(SEAL)

**Pennsylvania Municipal Health
Insurance Cooperative Agreement
(Amended as of January 1, 2020)**

This **Agreement** is made by and between the undersigned participating municipalities ("Members").

ARTICLE I – DEFINITIONS

1. **"Agreement"** shall mean this instrument, including any amendments hereto made in conformity with its terms.
2. **"Benefits"** shall mean any and all benefits provided for eligible employees and dependents as herein defined.
3. **"Board of Delegates"** shall be composed of one representative from each Member of the Cooperative.
4. **"Board of Directors"** hereafter called "the Board" shall be composed of nine representatives of the Membership voted on by the voting members who will have all express and implied powers as may be necessary to carry out the purposes of this Agreement.
5. **"Carrier"** shall mean an insurance company licensed in the Commonwealth of Pennsylvania.
6. **"Cooperative"** shall mean the Pennsylvania Municipal Health Insurance Cooperative (PMHIC) created and established by this Agreement.
7. **"Cross Share"** shall mean the percentage of funds that each Member obligates from their claim aggregate surplus fund in order to fund deficits from other Member's accounts.
8. **"Delegate"** shall mean the appointed representative of the Member who has the full authority to act for and on behalf of the Member at all official meetings of the Board of Delegates.
9. **"Eligible Employee"** shall mean any person designated as eligible for coverage by a Member.
10. **"General Administrator"** shall mean the company selected by the Board to fulfill the day to day duties of the general administration of the Cooperative.

11. **"Member"** shall mean any government subdivision of the Commonwealth or instrumentality thereof; including agencies established under the authority of Act 180, Pa. Consolidated Statutes, Title 53, Sections 2301 thru 2315; which voluntarily applies to become a party to this Agreement, including the organizing Members of the Cooperative and those new Members accepted by an affirmative vote of the Board of Directors. The Members shall agree to be bound by this Agreement and comply with the provisions hereof by executing such instruments as the Cooperative may require.
12. **"Health Care Plan"** shall mean the self-funded health insurance program established by the Board of Directors pursuant to this Agreement.
13. **"Voting Member"** shall mean a Member that participates in the self funded health insurance program.
14. **"Policy" or "Policies"** shall mean any policy or policies of insurance as permitted by this Agreement, including amendments and riders, issued pursuant to the Agreement and accepted by the Board of Directors as part of the Cooperative.
15. **"Premiums"** shall mean the amount of dollars that shall be paid to the Cooperative by a Member for certain eligible benefits under this Agreement.

ARTICLE II – ESTABLISHMENT OF COOPERATIVE

1. There is hereby established an Intergovernmental Insurance Cooperative to be known as the Pennsylvania Municipal Health Insurance Cooperative (PMHIC). The purpose of the Cooperative is to develop and administer an employee benefits program for the Members using cost effective funding models. The program may include medical/health benefits, prescription drug benefits, vision benefits, dental benefits, life insurance benefits, disability insurance benefits, long term care benefits, and accidental death/dismemberment benefits, and other benefits approved by the Board of Directors.

2. The Cooperative shall be governed by a Board of Directors as set forth in Article IV herein and the Board of Directors shall have the powers and duties as set forth in Article V.

3. Members agree to comply with all provisions of this Agreement and shall provide a certified copy of an ordinance or resolution, as applicable, approved by the officials of the Member indicating that the Member is authorized to enter into an Intergovernmental Cooperation Agreement for the purpose of joining the Cooperative.

ARTICLE III – BOARD OF DELEGATES

1. Each Member shall appoint a representative to serve on a Board of Delegates. The Board of Delegates shall oversee Cooperative operations and shall have the powers and duties set forth in this Agreement:

2. Voting Members of the Board of Delegates shall have the powers and duties set forth below:
 - (a) To elect a Board of Directors as set forth in Article IV of this Agreement.
 - (b) To amend this Agreement as set forth in Article IX of this Agreement.
 - (c) To adopt by-laws of the Cooperative by two-thirds vote of the Delegates.
3. An annual report from the Board of Directors will be available to all Members on the status of the Cooperative's overall business affairs.
4. The voting members of the Board of Delegates shall meet at least once over a two year period, but no later than November 30 of each even year. Notice of the date, time and location of the annual meeting must be given to every voting member at least two (2) weeks in advance thereof. Special meetings of the Membership may be called by the Board of Directors or through a petition signed by 25% of the total membership. Notice of the date, time and location of any special meeting must be given to every Member at least two (2) weeks in advance thereof. In order for the Board of Delegates to take action at any meeting a majority of the Membership must be present or be represented by a proxy vote given to the Secretary of the PMHIC Board of Directors.
5. Representatives appointed to the Board of Delegates shall serve until their successor is appointed by the respective Cooperative Member.

ARTICLE IV – BOARD OF DIRECTORS

1. The Cooperative shall be governed by a nine Member board, known as the Board of Directors. Directors shall be elected by and from the membership's Board of Delegate's voting members. Directors shall serve a two (2) year term as long as they remain qualified as a Member of the Board of Delegates or until his/her successor is elected. There shall be no limit on the number of successive terms that a Director may serve. Directors shall serve without salary and shall be bound by the Pennsylvania State Ethics Act. Any Director who resigns or is removed from office shall forthwith turn over to the Chair or Secretary of the Board of Directors, any and all records, books, documents, money, and other property in their possession or under their control which belong to the Cooperative, or which were received by them in their capacity as Director and shall receive a receipt therefore. A vacancy created by a resignation or removal of a member of the Board of Directors may be filled on a temporary basis by the Board of Directors until the next meeting of the Board of Delegates. Such temporary appointment must follow the eligibility requirements for a Board of Director as stated in this Agreement.
2. The Board of Directors shall elect a Chair, Vice-Chair, Secretary, Treasurer and an Assistant Secretary/Treasurer from its Members. All officers shall serve a two (2) year term, provided they remain qualified as a Member of the Board of Directors or until their successors are elected. There will be no limit on the number of successive terms that an officer may serve.

3. The Board of Directors shall hold a minimum of three (3) regular meetings per year. Special meetings may be called by the Chair as needed. Notice of any special meeting shall be given to all Directors at least seventy-two (72) hours in advance, and such notice shall state the nature of the business to be discussed or transacted at such meeting. Any Member has the right to appear at any meeting of the Board of Directors and address the Board on any item related to Cooperative business.

4. In order to take official action at any meeting of the Board of Directors there shall be a majority of the Directors participating. Such participation may take the form of being physically present, participating telephonically or by other electronic means approved by the Board. In addition, votes may occur by electronic means where the majority of the Board agrees to vote by this method.

5. Directors are expected to attend all regular and special meetings of the Cooperative. If a Director fails to participate in a majority of the meetings in any one calendar year, the Board of Directors may declare the position vacant.

ARTICLE V – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have all expressed and implied powers as may be necessary to carry out the purposes of this Agreement and to discharge their obligations as officers hereunder. They shall carry out their duties with the care, skill, prudence, and diligence, which a prudent man acting in a like capacity would use under conditions prevailing at the time. Such powers shall include, but not be limited to, the following:

- (a) The Board, through its General Administrator, shall collect, demand, receive, hold and administer Premiums from Members and other moneys due and payable to the Cooperative, to pay or provide for payment of all reasonable and necessary expenses of collecting amounts due from Members and administer the overall affairs of the Cooperative.
- (b) The Board shall adopt an annual budget of the Cooperative no later than November 30 of each calendar year. The annual budget shall be part of the annual report made available to the Board of Delegates. The annual budget shall consist of all projected revenues and expenditures of the Cooperative for the next fiscal year.
- (c) The Board shall promulgate polices, procedures, rules and regulations for the general operation of the Cooperative so long as they are consistent with this Agreement and any by-laws promulgated by the Board of Delegates.

2. The Board shall pay or provide, by insurance or otherwise, for the payment of benefits authorized hereunder to eligible employees and their dependents in accordance with the rules and regulations adopted from time to time. The Board shall have authority to structure funding arrangements for Member benefits through the adoption of fully insured policies or by utilizing self-funding methodologies. The Board shall pay out of the Cooperative such sums as may be

necessary for the purpose of providing said benefits and administering the Cooperative. The payment of said expenses shall be made pursuant to the approved annual budget or special appropriation by the Board.

3. The Board shall admit new Members to the Cooperative. The Board may expel Members upon 120 day notice. Notwithstanding this notice requirement, if any Member is delinquent in their obligations as defined in Article VII of this Agreement or otherwise fails to comply with the reasonable requirements of the Board concerning contractual obligations, then immediate expulsion may occur.

4. The Board shall establish policies and procedures for the safe investment of all funds of the Cooperative.

5. The Board shall be responsible for the management of the finances and all assets of the Cooperative.

6. The Board shall authorize, procure and accept all products and services to be provided by the Cooperative.

7. The Board may authorize the distribution of surplus funds to the Members as it deems appropriate for the good of the Cooperative and its Members.

8. The Board shall authorize an annual audit of all expenses and revenues of the Cooperative. The audit shall be conducted by a Certified Public Accounting firm licensed to conduct business in the Commonwealth of Pennsylvania.

9. The Board may establish regional districts or zones to allow for the most efficient and effective administration of the Cooperative.

10. The Board shall originate and maintain any and all actions or legal proceedings which may be deemed necessary for the protection of the Cooperative, or to secure payment of Member Premiums and payments to the Cooperative, or to secure the benefits contemplated hereby in connection therewith, to compromise, settle, or release claims on behalf of or against the Cooperative.

11. The Board shall keep true and accurate books of accounts and records of all transactions in the care of the Secretary, Treasurer or the General Administrator.

12. The Board shall select and retain a General Administrator which shall function as the chief administrator for the Cooperative. The Board of Directors may also select and retain other professional advisors and professional service providers to assist and advise the Board of Directors and the General Administrator in the carrying out of the Cooperative functions. The Board shall determine payment for the General Administrator and other professional advisors and professional services and such payments shall be an item included in the annual budget.

13. The Board may establish underwriting criteria and funding requirements for prospective Members.

14. The Board may do all things including, but not limited to, the execution of all instruments and entering into all agreements and transactions as are reasonable, desirable, or necessary to execute the specific powers set forth herein but not contrary to the terms or conditions of this agreement.

ARTICLE VI – MEMBER OBLIGATIONS

1. Each Member shall certify to the Cooperative each employee and dependent who shall become entitled to coverage in accordance with the terms of the Agreement, Member's Plan of Benefits, and/or the Member's Summary Plan Documents. Members are obligated to provide the General Administrator accurate and timely information on new enrollees to the benefit plan and provide accurate and timely information on terminations from said plan.

In the event the Cooperative pays or provides, by insurance or otherwise, benefits authorized hereunder for an ineligible employee or an ineligible dependent designated as eligible by the Member, the Member shall be responsible therefore and shall reimburse the Cooperative for all payments or provisions made for the employee or dependent. If litigation arises as a result of such an error by a Member, the responsible Member shall indemnify and hold harmless the Cooperative from any and all judgments, costs, settlements and reasonable attorney's fees incurred by the Cooperative as a result thereof.

2. Before becoming entitled to coverage under a Member's Plan, an Eligible Employee and/or dependant shall execute such enrollment or application forms as may be required and accepted for coverage by the Cooperative.

3. Each Member will indemnify the Cooperative for any and all judgments, costs, settlements and reasonable attorney's fees incurred by the Cooperative as a result of the Member's noncompliance irrespective of action or inaction of the Cooperative. The Cooperative will indemnify each Member from any and all judgments, costs, settlements and reasonable attorney's fees incurred by the Member as a result of the Cooperative's noncompliance.

4. A Member shall be responsible for the Premiums payable by the Member, pursuant to the Agreement with the Cooperative. The Member shall not have any responsibility or liability for the acts of the Directors.

5. The initial term of participation by a Member in the Cooperative shall be 3 years. Withdrawal from the Cooperative will not be permitted during the first three (3) years that a Member has enrolled employees in a benefit plan offered by the Cooperative. Upon completion of the initial three year term, a Member may terminate membership from the Cooperative on December 31 of any plan year by giving written notice to the Board through its General Administrator no later than June 30 of the same plan year. Once proper notice is provided, said Member has until November 30 of any given year to rescind their termination notice. If a rescission is not provided by November 30, the Member is liable for all benefits for their eligible employees for the next thirteen months. Unless waived by the Board of Directors, terminated Members shall not be eligible to rejoin the Cooperative for a period of one year if proper notice

was provided pursuant to this Agreement. Upon termination a Member shall be responsible for all of the applicable obligations set forth below:

- (a) **Payment of Run-Out Claims:** For self-funded plans, these are claims incurred in the year (or partial year) of Cooperative membership but not paid until after the Member terminates from the plan. When a self-fund arrangement is used to finance benefits, former Members shall be responsible for paying all run-out claims presented for payment after leaving the Cooperative.
- (b) **Stop-Loss:** Should a terminating Member have any incurred claim or claims that exceed the individual stop-loss point of the Member and that claim does not come due and payable until after the Member leaves the Cooperative, no reinsurance or stop-loss protection will be provided by the Cooperative to pay said claim or claims.
- (c) **Claims Administrative Fees:** For self-funded plans, an insurance carrier or a third party administrator will be engaged by the Cooperative to adjudicate claims. Any fees associated with the administration of claims after a Member leaves the Cooperative shall be the responsibility of the former Member until the Member's account is closed.
- (d) **General Administrator Fee:** Former Members of the Cooperative shall be obligated to pay the General Administrator's fee in effect at the time of departure for a period not to exceed two (2) months after terminating from the Cooperative in order to close out a Member's account.

Should a terminating Member have a positive cash balance with the Cooperative at the time of exiting from the Cooperative, said funds shall first be used to satisfy any financial obligations to the Cooperative. Thereafter, any balance will be returned to the former Member at the point in time when the Board of Directors declares a distribution of surplus to the general membership for the year or years the former Member participated in the Cooperative if all run-out claims and/or obligations are satisfied.

6. If a Member fails to provide proper termination notice and leaves the Cooperative, the Member will forfeit all surplus funds owed to the Member once the Member's account is closed out. If a Member does not complete the initial three year membership requirement, the Member must pay back any Cross Share funds that were paid to the Member during membership in the Cooperative. This amount may be drawn against any surplus funds remaining in the Member's account once all obligations are closed out. If a Member who leaves the Cooperative fails to provide proper termination notice as defined in this Agreement or fails to fulfill the initial three year term, such Member is not entitled to join the Cooperative for a three year period commencing on the date when the Member officially terminates membership in the Cooperative.

ARTICLE VII – MEMBER FINANCIAL OBLIGATION

1. Each Member agrees to pay Premiums established by the Cooperative to cover the cost to the Cooperative for providing benefits to the Members. The Premiums are intended to include sufficient funds to pay (1) claim costs, claim administration fees, reinsurance, and all other reasonable and necessary expenses of the Cooperative together with such reserve funds as the Cooperative shall deem reasonable and prudent and, (2) sufficient funds to cover similar costs incurred by the Cooperative for any self-funded claims incurred while a Member of the Cooperative but paid after the Member's withdrawal from the Cooperative as specified in Article VI. This paragraph states the goal of the Agreement but shall not be interpreted to modify or limit any Member Obligations set forth in Article VI.

2. Premiums are due on the first day of the month for the period of enrollment of eligible employees and shall be delinquent if not received in full on or before the last day of the month for which the Premiums are due. When the last day of the month falls on Saturday or Sunday, or a legal holiday, the said Premiums shall be delinquent if not received on the next business day following such Saturday, Sunday, or legal holiday. If a report and/or payment of Premiums is made and placed in the mail properly addressed and postage paid and is postmarked (other than by postage meters) on or before the last day of the month, or the first business day thereafter if the last day of the month shall fall on Saturday, Sunday, or a legal holiday, no interest will accrue should the report and/or payment of Premiums not actually be received until subsequent to that date. If marked by a postage meter, it must be received by the General Administrator on or before the last day of the month. Premiums shall be based on the billing report prepared by the General Administrator and/or the insurance carrier.

3. Each failure of a Member to submit timely reports as to new enrollees and terminations, in the form or forms prescribed by the Board, General Administrator or contracted insurer, and/or to pay its Premiums as required herein shall constitute a separate violation of such Member's obligation hereunder. Non-payment or non-reporting by a Member shall not relieve any other Member of its obligation to make reports and payment of its required Premiums. The Board may, at its sole discretion, take any action necessary to enforce the timely filing of reports and the timely payment of Premiums hereunder. However, the Board may only sue such Member with 2/3 approval by the Board. In the event that the Board sues a Member, the non-prevailing party agrees to pay all expenses of suit, including court costs and reasonable attorney's fees.

4. The parties recognize and acknowledge that the regular and prompt payment of Member Premiums to the Cooperative is essential to the effective maintenance of this Cooperative. Therefore, to the extent that the Cooperative is required to take any action against any Member to enforce the terms of the Agreement, including, without limitation, the timely payment of Member Premiums, the Member shall be responsible for all of the cost and expense incurred by the Cooperative, including counsel fees, whether or not formal litigation is required. All such costs and expenses shall become due from the Member upon the date it is incurred and interest on that amount shall accrue at the rate of eighteen (18%) per cent per annum as of that date

5. If a Member fails to pay Premiums and/or fees as prescribed by the Board, interest on such Premiums which are late shall accrue on and after the first day of delinquency at the rate of eighteen (18%) percent per annum until such Premiums are paid. No coverage will be provided for a period when no Premiums have been received for a particular Member.

6. All Members paying Premiums to the Cooperative shall make such reports to the Cooperative with respect to the amount and calculation of any and all Premiums, or with respect to any other matter pertinent to the establishment, maintenance, and administration of the Cooperative, as the Board may deem necessary and desirable. The Board may, at reasonable times and during normal business hours, conduct an audit or examination by a Certified Public Accountant or other designated representative of the Cooperative of the payroll records, books and records, information, data, reports, or documents of any Members which may be pertinent in connection with said Premiums and reports and insofar as same may be necessary to comply with this Agreement. Such audit or examination may be made whether or not the Member has had any previous record of delinquency in filing any reports and/or in failing to pay Premiums to the Cooperative as provided herein. In connection with such audits or examination and upon request thereof, the Member shall make available to said Certified Public Accountant or other designated representative all relevant documents, records and reports that have some relevancy to programs offered by the Cooperative. Further, in the event such examination or audit discloses unpaid Premiums in excess of ten (10%) percent of those Premiums previously reported during the period of time being audited, the Member shall be liable for and shall pay to the Cooperative the reasonable cost of such examination or audit.

7. Notwithstanding the foregoing, the Board may waive, in whole or part, interest, accounting and/or legal fees for any default of any Member upon good cause shown thereof as determined in the discretion of the Board.

ARTICLE VIII – PERSONAL LIABILITY

1. The Members of the Board of Directors are hereby empowered to do acts, whether or not expressly authorized herein, which the Board of Directors may deem necessary to accomplish the general objectives of maintaining the Cooperative solely in the interests of the Members and beneficiaries for the exclusive purpose of (a) providing benefits to Members and beneficiaries, and (b) defraying reasonable expenses of administering the Cooperative. Such actions shall be taken with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Such actions shall include the diversification of the investments of the Cooperative so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and all such actions shall be in accordance with the documents and instruments governing the Cooperative insofar as such documents and instruments are consistent with applicable law.

If an investment manager or managers have been appointed in accordance with the terms of this Agreement, no Director shall be liable for the acts or omissions of such investment manager or managers or, shall any Director be under an obligation to invest or otherwise manage any asset of the Cooperative which is subject to the management of such investment manager.

2. The Board of Directors may purchase errors or omissions insurance for the Cooperative collectively and/or individually for the Board and to provide for payment for same out of the Cooperative to the extent permitted by law.

3. The Board of Directors may establish a financial reserve account so as to minimize the risk of losses to the Cooperative.

4. The Board of Directors shall be entitled to act upon any instrument, certificate, or paper reasonably believed by them to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the Cooperative and accuracy of the statement therein contained.

5. The Board of Directors may from time to time consult with legal counsel and shall be entitled to act upon such advice of counsel to the Cooperative with respect to legal questions.

6. As permitted by law, Directors shall not be liable for any act pursuant to this Agreement in good faith taken or omitted, or for the act or omission of any agent, employee, or attorney selected with reasonable care, or for any act or omission of any other Director, but a Director shall be liable only for his/her failure to act according, to the standards set forth in paragraph 1 of this Article or his own gross negligence or willful misconduct.

ARTICLE IX – AMENDMENT AND TERMINATION OF AGREEMENT

1. Any decision to modify, amend or terminate this Agreement shall require the approval of two-thirds (2/3) of all voting Members. Following approval of any amendments, all interested parties shall be bound thereby; provided, however, said amendments shall not disqualify the Cooperative under State or Federal Law.

2. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and those Members who agree to be bound thereby, their successors and assigns, and shall continue in full force and effect in all of its terms and provisions until termination by an instrument in writing. If the Cooperative is terminated by the Members, all payments (including any refunds) due to the Cooperative shall be collected; all costs, expenses and outstanding obligations of the Cooperative shall be paid and satisfied or otherwise provided for; and any funds of the Cooperative remaining thereafter shall be allocated and repaid to the Members, all in accordance with generally accepted accounting principles. In the event there are funds remaining after termination, such funds shall be distributed as follows:

- (a) First, payments made by Members on account of anticipated, current costs and expenses, which because of termination did not become due and payable, shall be distributed to each Member in the same proportion as each such Member's payments bear to the total of all such payments by all such Members.
- (b) Second, accumulated reserve funds, if any, shall be distributed to those Members contributing to reserves in the same proportion, after consideration of the interest earned or other return on investment obtained on each such Member's contributions to reserves during the period of investment, as such Member's contributions to reserves bears to the total of all such contributions by all such Members to such reserve funds.

ARTICLE X – GENERAL PROVISIONS

1. Should any provision in this Agreement or any Plan, rule, or regulation adopted hereunder be deemed invalid or determined to be invalid by any authoritative body, providing that if such invalidity shall make impractical the further operation of the Cooperative under this Agreement, the Agreement shall be forthwith amended as to provide for its effective continuance according, to its general purposes.

2. When used herein, words in the masculine shall be read as in the feminine, or neuter and words in the singular shall be read as in the plural, in all cases where such construction would so apply. This Agreement is executed and accepted by the Members and the parties hereto in the Commonwealth of Pennsylvania and questions pertaining to its validity, the Commonwealth of Pennsylvania and the United States.

3. Any notice required to be given under the terms of this Agreement or rules and regulations adopted by the Board of Directors shall be deemed to have only been duly served if delivered personally to the person to be notified in writing, or if mailed, by placing same in a sealed envelope with sufficient postage prepaid thereon, addressed to such person at his last known address as shown in the records of the Cooperative and deposited in a depository of the United States mail, or if sent by wire, to such person at such last known address. In the event that notice is given by mail or wire, it shall be deemed to have been served seventy-two (72) hours after depositing same in a depository of the United States mail or sending by wire.

4. If the last day of any time period falls on a Saturday, Sunday, or legal holiday, said time period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

ARTICLE XI – EXECUTION OF AGREEMENT

Upon its execution by the undersigned Members, after authorization granted pursuant to appropriately adopted Ordinances, or resolutions, as applicable, this Agreement and any amendments thereto shall be binding upon and inure to the benefit of all Members and all Eligible Employees employed by Members who are participating in the Cooperative.

In Witness whereof, the signatures set forth below by the duly authorized officers of the _____ of _____ County, Pennsylvania, indicate the _____'s acceptance of the terms and conditions set forth in the Pennsylvania Municipal Health Insurance Cooperative Agreement and its intention to become a party to the PMHIC.

Duly approved and executed on the _____ day of _____, 20____,
the undersigned:

Member Name: _____

By: _____

(Seal) **Title:** _____

Attest: _____

Title: _____



Delaware County Solid Waste Authority
Self-funded Rates for Engle, Hambright & Davies

Pennsylvania Municipal Health Insurance Cooperative

Effective: October 1, 2022



Manage Risk. Maximize Performance.

CONFIDENTIAL & PROPRIETARY

This presentation and all information contained herein are confidential and proprietary to The Benecon Group and may not be shared or disseminated in any fashion. These pages are provided for illustrative purposes only. Binding rates will be shown on the administrative contract of the network carrier and the Excess of Loss Policy of the Stop Loss Carrier.

PMHIC MEMBERSHIP REPORT
August 2022

EMPLOYER GROUPS		
PMHIC MUNICIPAL MEMBERS: 2017	266	
PMHIC MUNICIPAL MEMBERS: 2018	267	
PMHIC MUNICIPAL MEMBERS: 2019	274	
PMHIC MUNICIPAL MEMBERS: 2020	278	
PMHIC MUNICIPAL MEMBERS: 2021	280	
PMHIC MUNICIPAL MEMBERS: 8/1/2022	285	
PMHIC EMPLOYEE MEMBERS: 8/1/2022	9,762	
NEW GROUPS 2022	EMPLOYEE COUNT	EFFECTIVE DATE
Beaver Falls Municipal Authority	29	1/1/2022
Bethlehem Parking Authority	15	1/1/2022
Cheltenham Township	312	1/1/2022
Southeastern Chester County Refuse Authority	21	1/1/2022
Taylor Borough	18	1/1/2022
TERMED GROUPS 2022		EFFECTIVE DATE
GROUP REGIONS	MUNICIPAL MEMBERS	EMPLOYEE MEMBERS
Berks Region	32	767
Capital Region	73	2,552
Centre Region	12	642
Lehigh Valley Region	44	1,463
Northeastern PA Region	67	2,290
Schuylkill Region	19	397
Southeastern PA Region	13	949
Western PA Region	25	702
TOTAL	285	9,762



BENECON

Delaware County Solid Waste Authority

Self-funded Rates for Engle, Hambright & Davies
Pennsylvania Municipal Health Insurance Cooperative

Illustration of Funding Model

The Specific Premium covers claims in excess of the specific deductible for each covered member, after the Spec Share Fund is exhausted

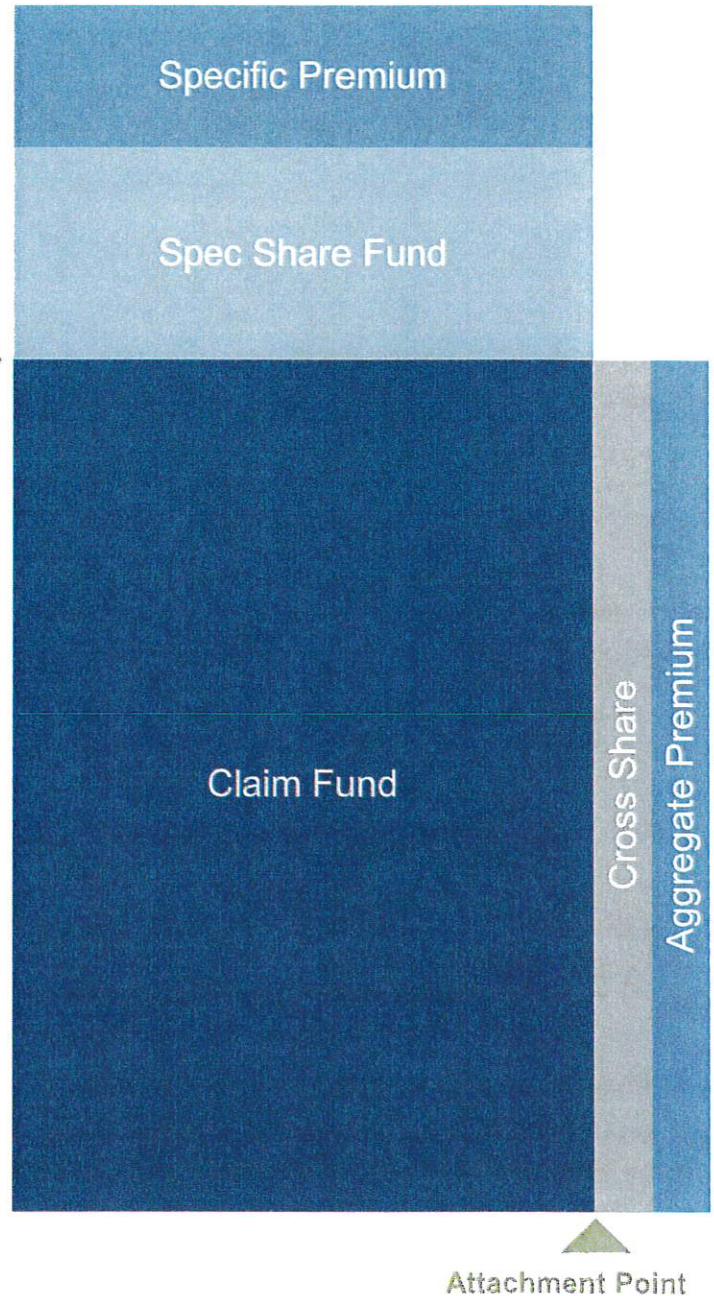
60% of projected specific claims are allocated to the "in-house" Spec Share Fund. Any funds remaining at the end of the year are returned to the groups

\$50,000 Specific Deductible

The Claim Fund is held "in-house" (\$1 in, \$1 out) to pay claims under each covered member's specific deductible

If a surplus exists at end of year, a maximum of 30.0% of the surplus is added to the Cross Share pool to pay down potential aggregate breaches of other PMHIC members

The Aggregate Premium covers claims in excess of the Attachment Point (includes a 20% corridor) after the Cross Share is exhausted



Delaware County Solid Waste Authority

Self-funded Rates for Engle, Hambright & Davies
 Pennsylvania Municipal Health Insurance Cooperative

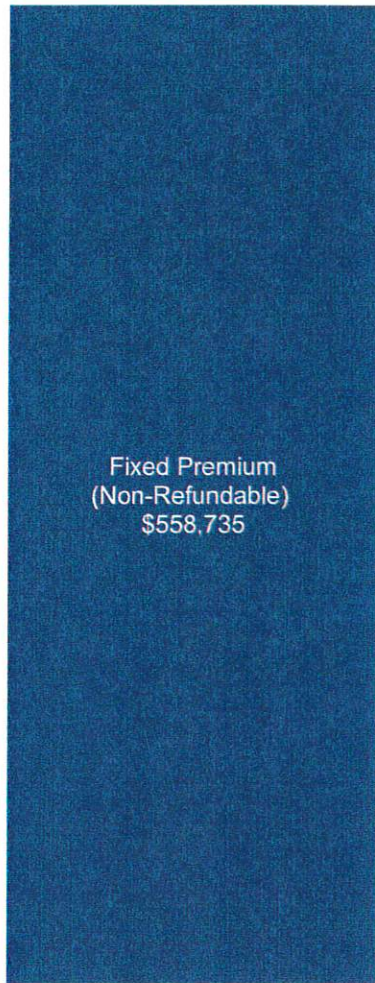
Stop Loss Carrier	Everest Re
Administrator	Capital BlueCross
Specific Deductible	\$50,000
Specific Contract Basis	3/3, 15/12
Aggregate Corridor	120%
Cross Share	30.0%
Aggregate Contract Basis	15/15

	Effective: October 1, 2022			
	PMHC 2-Tier Max Billing Rates		Totals	
	Single	Multi	Monthly	12 Month Annual
Enrollment	2	19		
Administrative				
Carrier Administration Fee Capital BlueCross provides ASO/TPA services, including network discounts and claims adjudication.	-\$49.00	-\$49.00	-\$1,029	-\$12,348
Management Fee Benecon/the producer handle all the administration and rate development (i.e. actuarial services, claim payments, compliance services, and financial and tax reporting). ConnectCare3 offers independent, third-party patient advocate services for simple to severe illnesses and wellness culture change to help prevent chronic health conditions.	\$38.78	\$38.78	\$814	\$9,773
Producer Fee: Engle, Hambright & Davies Engle, Hambright & Davies will continue to service the client's employee benefit needs.	\$38.00	\$38.00	\$798	\$9,576
Stop Loss Insurance				
Specific Stop Loss Protects the employer from high claims in excess of the specific deductible (\$50,000) on individual members.	\$107.39	\$254.47	\$5,050	\$60,597
Spec Share Fund Funding mechanism for groups within the consortium to share risk at the specific stop loss level.	\$124.50	\$298.80	\$5,926	\$71,114
Aggregate Stop Loss Protects the employer from higher than anticipated claims on all members (calculated as claims in excess of expected claims plus corridor).	\$5.00	\$5.00	\$105	\$1,260
Claim Fund				
Aggregate Factors (Including CC3) Employer's maximum liability for all claims paid below the specific deductible (\$50,000).	\$628.55	\$1,500.12	\$29,759	\$357,113
Total Max Rates	\$893.22	\$2,086.17	\$41,424	\$497,084
Estimated ACA Fees (PCORI)			\$13	\$150
Total Rates + ACA Fees			\$41,436	\$497,234

Delaware County Solid Waste Authority

Self-funded Rates for Engle, Hambright & Davies
 Pennsylvania Municipal Health Insurance Cooperative

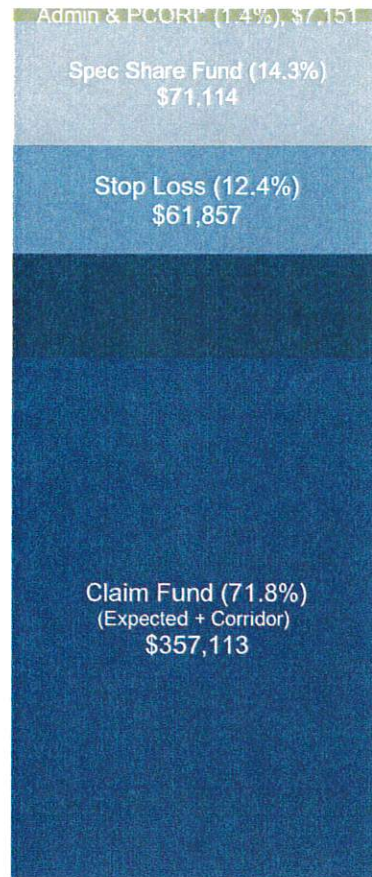
Highmark 2023 Proposal



No Surplus

\$558,735

PMHIC Funding 2023 Proposal



◀ Maximum Claim Liability

▶ Expected Claim Cost

▶ Claim cost below Maximum Claim Liability →
Surplus

100% of Surplus Credited to Delaware County Solid Waste Authority, less any required cross share

\$497,234

\$120,918

\$61,501

Savings at Expected
Savings at Max

*The estimated ACA Fees (PCORI Fee) are included in with the administration fees.
 If you get a reduction in your Fully Insured renewal, please contact your Benecon director.

Delaware County Solid Waste Authority

Self-funded Rates for Engle, Hambright & Davies
 Pennsylvania Municipal Health Insurance Cooperative

	(a)	(b)	(b) - (a) (c)	(d)	(b) - (c) + (d) (e)	(f)	(g)	(h)
Claim Level ↑	Net Claim Liability	Claim Fund (Including CC3)	Potential Surplus	Other Fixed Costs & ACA Fees	Net Effective Cost	Historical Consortium Performance	Projected Fully Insured Premium	Potential Cash Advantage
65%	192,617	357,113	162,984	140,122	334,251	Great	558,735	\$224,485
70%	207,434	357,113	148,167	140,122	349,067	20%	558,735	\$209,668
75%	222,250	357,113	133,350	140,122	363,884		558,735	\$194,851
80%	237,067	357,113	118,534	140,122	378,701		558,735	\$180,035
85%	251,884	357,113	103,717	140,122	393,517	41%	558,735	\$165,218
90%	266,700	357,113	88,900	140,122	408,334		558,735	\$150,401
95%	281,517	357,113	74,083	140,122	423,151		558,735	\$135,585
100%	296,334	357,113	59,267	140,122	437,968	"Expected"	558,735	\$120,768
105%	311,150	357,113	44,450	140,122	452,784		558,735	\$105,951
110%	325,967	357,113	29,633	140,122	467,601	23%	558,735	\$91,135
115%	340,784	357,113	14,817	140,122	482,418		558,735	\$76,318
120%	355,601	357,113	0	140,122	497,234	"Maximum"	558,735	\$61,501
125%	370,417	357,113	0	140,122	497,234		558,735	\$61,501
130%	385,234	357,113	0	140,122	497,234	16%	558,735	\$61,501
135%	400,051	357,113	0	140,122	497,234		558,735	\$61,501
140%	414,867	357,113	0	140,122	497,234		558,735	\$61,501
↓								

Illustration above is for a 12 month period for comparison purposes.



Net Claim Liability
 Illustration of a range of possible claim levels



Net Effective Cost
 Resulting cash net cost



Potential Cash Advantage
 Cash comparison with a Fully Insured arrangement

Delaware County Solid Waste Authority

Cost Illustration for Pennsylvania Municipal Health Insurance Cooperative

	Census Enroll	Current Rates	10/1/22 Fully Insured Rates
PPO \$0/\$0; \$20/\$35 OV; \$150 ER & Retail \$3/\$10/\$50/\$85; MO \$3/\$10/\$100/\$170			
Single	2	N/A	\$569.40
EE/Spouse	7	N/A	\$2,520.04
EE/Child	4	N/A	\$1,138.11
EE/Children	0	N/A	
Family	8	N/A	\$2,903.72
Plan Subtotal	21		\$46,561
<i>Grand Total</i>	<i>21</i>	<i>N/A</i>	<i>\$46,561</i>

Month	Estimated Premium	PMHIC Max	PMHIC Expected
Oct-22	\$46,561	\$41,436	\$36,485
Nov-22	\$46,561	\$41,436	\$36,485
Dec-22	\$46,561	\$41,436	\$36,485
Jan-23	\$46,561	\$41,436	\$36,485
Feb-23	\$46,561	\$41,436	\$36,485
Mar-23	\$46,561	\$41,436	\$36,485
Apr-23	\$46,561	\$41,436	\$36,485
May-23	\$46,561	\$41,436	\$36,485
Jun-23	\$46,561	\$41,436	\$36,485
Jul-23	\$46,561	\$41,436	\$36,485
Aug-23	\$46,561	\$41,436	\$36,485
Sep-23	\$46,561	\$41,436	\$36,485
Oct-23	\$51,217	\$41,436	\$36,485
Nov-23	\$51,217	\$41,436	\$36,485
Dec-23	\$51,217	\$41,436	\$36,485
15-Month Total	\$712,388	\$621,543	\$547,272

Trended & Annualized	\$565,432	\$497,234	\$437,817
Savings		\$68,198	\$127,615

BENECON STOP LOSS PROPOSAL FORM

Group Specifics

Legal Group Name	Delaware County Solid Waste Authority	Effective Date	10/1/2022
Cooperative	PMHIC	Contract Expiration Date	12/31/2023
Director	Robin Richardson	Proposal Expiration Date	12/1/2022
Producer	Engle, Hambright & Davies	Zip Code	19512
Administrator	Capital BlueCross	Quote ID	DELAPMH10220001

Stop Loss Specifics

Specific Deductible	\$50,000	Aggregate Corridor	20%
Specific Contract Basis	3/3, 15/12	Aggregate Contract Basis	15/15
Specific Annual Max	Unlimited	Aggregate Annual Max	\$1,000,000
		Cross Share	30.0%

Underlying Medical/Rx Plan(s)

(Check box to confirm)

PPO \$0/\$0; \$20/\$35 OV; \$150 ER & Retail \$3/\$10/\$50/\$85; MO \$3/\$10/\$100/\$170

Rate Information

	Single	Family
Enrollment	2	19
Specific Premium	107.39	254.47
Spec Share Fund	124.50	298.80
Aggregate Factors	628.55	1,500.12
Aggregate Premium	5.00	5.00
Administration Fee	-49.00	-49.00
Management Fee	38.78	38.78
Broker Fee	38.00	38.00
Total Rate	893.22	2,086.17

Signatures

Initials of Benecon Director _____ Date _____

Signature of Group Representative _____

Date

8-30-22

JAMES D. WARD
 The proposed rates are contingent upon the accuracy of the information noted above. This offer is not final until further underwriting review has been completed and written confirmation of coverage has been signed.

Disclosure Status: Disclosure Approved - No Lasers

FINAL PROPOSAL

- Rates and factors will be finalized upon receipt and review of the Employer Disclosure Statement, renewal rates for the proposed policy period, and any other requested information.
- This proposal is subject to revision if there is a change in effective or renewal dates, a change in the plan of benefits, or a material change in census.
- For 18 and 17 month long contracts, aggregate factors will be reviewed for adequacy after 10 months and can be increased after 12 months if needed.
- **The 2023 ASO fee is not yet finalized.**

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ISSUE PAPER

Issue: Renewal of Property and Casualty Insurance Lines of Coverage

Background: The Authority currently has the following property and casualty insurance lines of coverage property: general liability, umbrella, automobile, inland marine, employee benefits liability, public entity employment-related practices liability, and public entity management liability which all have a plan renewal date of September 16, 2022. Workers Compensation coverage is separate and renews January 1, 2023. Pollution coverage is also separate and does not renew until 2025.

Discussion: The Authority's Broker of Record, Engle-Hambright & Davies (EHD), facilitated the renewal process in conjunction with Authority Staff and Consultants. All current lines of coverage were evaluated based on insurer, coverage, and deductible amounts. The overall exposures are less based on vehicles and equipment that have been removed, and some vehicles that were transitioned to auto coverage versus property coverage as required based on usage. Property totals were increased based on current values that are established through benchmarking tools that the insurers utilize, to remain in alignment with market, as all properties covered based on replacement cost value, except 6 Ambrose Drive which is covered for actual cost value. Additionally, EHD obtained a quote for Crime coverage which provides protection in the instance of employee theft.

Attached to this issue paper are the insurance proposal as well as a summary in comparison to expiring coverages. The expiring premium was \$228,468 and the renewal premium is \$211,732, a savings of \$16,736 or a reduction of 7.3%.

Recommendation: It is recommended the Board approve the renewal of property, general liability, umbrella, public entity management liability, public entity employment related practices liability, auto liability and physical damage with Travelers; renewal of inland marine coverage with Chubb; and placement of crime coverage with Travelers effective September 16, 2022.

Approved: _____

James McLaughlin, Chairman

September 21, 2022

Summary: Delaware County Solid Waste Authority

Line of Coverage	Limit	Renewal Premium (2022-23)	Expiring Premium (2021-22)
Property	\$14,970,530 (Blanket Bldg & BPP) \$288,750 (6 Ambrose Drive) \$416,160 Business Income with Extra Expense	\$52,478	\$46,527
Inland Marine (Contractor's Equipment)	\$5,195,062 (Scheduled Equipment) \$250,000 (Leased, Borrowed or Rented Equipment)	\$15,732	\$19,005
Crime	\$250,000 (Employee Theft)	\$776	Not Covered
General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate	\$73,250	\$92,424
Public Entity Management Liability	\$1,000,000 Each Wrongful Act \$1,000,000 Aggregate	\$5,908	(included in General Liability above)
Public Entity Employment Related Practices Liability	\$1,000,000 Each Wrongful Act \$1,000,000 Aggregate	\$3,059	(included in General Liability above)
Auto Liability & Physical Damage	\$1,000,000 Combined Single Limit	\$23,606	\$25,546
Umbrella	\$10,000,000 Each Occurrence \$10,000,000 General Aggregate	\$36,923	\$44,966
Total Estimated Annual Premium		\$211,732	\$228,468

Equipment Schedule

Item	Year	Manufacturer	Model	Description	ID/Serial Number	Insurance Amount
1		CAT	GP25LP	Tow Motor	05AM00565	\$20,900
2				D25D Dump Truck	1HK00575	\$199,999
3				GPS TS 4800 RVR TSC1 Radio Equipment	34001-01-25	\$51,104
4		John Deere	5400	Tractor	LV5400E442410	\$23,845
5				NPK-16X Hydraulic Hammer		\$68,400
6				Reinco M-65 Power Mulcher	3661	\$27,800
7	2010	CAT		DGN LGP	GHS00241	\$254,772
8	1998	Terex	SS842	Telehandler	981281	\$25,000
9	2001	New Holland	LB90	Dozer Tractor	03103881	\$19,000
10	2017	Caterpillar	730C2	Articulated Truck	2T400433	\$402,547
11	2017	Caterpillar	730C2	Articulated Truck	2T400435	\$402,547
12	2017	Caterpillar	D6TL GP	Dozer	HTZ00691	\$408,461
13	2018	Caterpillar	D6N LGP	Dozer Tractor	SGG00477	\$162,225
14	2018	Caterpillar	316FL	Hydraulic Excavator	OYDL20081	\$117,914
15	2018	Caterpillar	826K Compactor		23206373	\$687,000
16	2018	John Deere	744-II Loader		1DW744KXAJF690364	\$306,500
17	2018	Caterpillar	279D		0GTL05803	\$88,686
18	2020	BOMAG		84in. Vibratory Roller	101586161378	\$180,651
19	2019	Caterpillar	349FL		BZ220931 IDM00614	\$464,314
20		Whisper Watts		45 KVA 3PH Generator w/ Isuzu Tier	7254487	\$38,171
21		Whisper Watts		45 KVA 3PH Generator w/ Isuzu Tier	7254489	\$38,171

22				4in. Godwin Dri-Prime Diesel Pump CD100S		\$31,167
23	2021	Caterpillar	D7-17	Dozer	HPM00162	\$598,850
24	2022	Caterpillar	D6-20A LGP	Dozer	KMT01045	\$577,038

Vehicle Schedule:					
Veh #	Make / Model	VIN	Comp. Ded.	Coll. Ded.	Garaging Location
1	1998 GMC T7500 Water Truck	1DXF47F61EC76858	--	--	Boyertown, PA
2	2001 Ford F250	1FTNF21L61EA14062	--	--	Boyertown, PA
3	2001 Ford F450	1GDM7CIC6WJ519527	--	--	Boyertown, PA
4	2005 Ford F350	1FTWX31P35EB30321	\$500	\$1,000	Boyertown, PA
5	2005 Ford S-Duty Service Truck	1FDAF57P95EC19287	\$500	\$1,000	Boyertown, PA
6	2006 Ford F550 Dump Truck	1FDAF57Y46EB34660	\$500	\$1,000	Boyertown, PA
7	2008 Ford Explorer	1FMEU73878UA944463	\$500	\$1,000	Boyertown, PA
8	2008 GMC Box Truck	1GDESC1998F416171	\$500	\$1,000	Boyertown, PA
9	2009 Peterbilt 365 4x2	1XPSA08X99N778156	\$500	\$1,000	Boyertown, PA
10	2009 Summit Steel Dump Trailer	1S8SD241780011922	\$500	\$1,000	Boyertown, PA
11	2010 Ford F350	1FTSX3BR3AEB04567	\$500	\$1,000	Boyertown, PA
12	2010 Ford F250	1FTSX2B57AB04661	\$500	\$1,000	Boyertown, PA
13	2011 Ford F150	1FTEX1EM8BFC21378	\$500	\$1,000	Boyertown, PA
14	2013 Ford F150	1FT7X2B64DEB25177	\$500	\$1,000	Boyertown, PA
15	2018 Nissan Pathfinder	5N1DR2MMOJC626935	\$500	\$1,000	Boyertown, PA
16	2019 Chevrolet Silverado K2500 4x4	2GC2KREG9K1181572	\$500	\$1,000	Boyertown, PA
17	2019 Chevrolet Silverado K2500 4x4	2GC2KREG9K1181801	\$500	\$1,000	Boyertown, PA
18	2020 Chevrolet Silverado K2500 4x4	1GC4YLE72LF213986	\$500	\$1,000	Boyertown, PA
19	2020 Chevrolet Silverado K1500 4x4	3GCNYAEH5LG247792	\$500	\$1,000	Boyertown, PA
20	1993 Freightliner	1FV6HFAA9PL414338	\$500	\$1,000	Boyertown, PA
21	2015 Tymco DST-4 Sweeper	JALE5W162F7902242	\$500	\$1,000	Boyertown, PA

ISSUE PAPER

Issue: Placement of Life, Short Term Disability and Long-Term Disability Insurance

Background: The Authority currently has life insurance, short term disability insurance, and long-term disability insurance through North American Benefits Company (NABCO).

Discussion: The Authority's Broker of Record, Engle-Hambright & Davies (EHD), facilitated the marketing process in conjunction with Authority Staff and Consultants. Life insurance is provided to all full-time employees at an amount equal to annual earnings, up to a maximum of \$150,000. Short term disability provides a 60% benefit coverage in the event of an accident or illness after a 14-day waiting period and can last for up to 13 weeks. Long-Term Disability coverage begins after 90-days of disability and provides a benefit of 66 2/3%.

The three lines of coverage were marketed to six insurers in addition to comparing with the current coverage with NABCO. Three insurers, Principal, Lincoln and Sun Life were unable to provide the life insurance coverage to Board Members, and Equitable would apply age reductions to the Board Member coverage.

Company	NABCO	The Standard	Unum
Annual Premium	\$22,806.16	\$20,845.63	\$25,899.68
Rate Guarantee	1-year	3-years	2-years

NABCO's current premium is \$22,806.16. Based on the remaining quotes from The Standard and Unum, The Standard provides the best rate and matches the benefits that are currently in effect and will guarantee the rate for three years and is a reputable company for these lines of coverage. The Standard's proposed rate is \$20,845.63 per year, or a reduction in premium of \$1,960.52, which represents a savings of 8.6%.

Recommendation: It is recommended the Board approve the placement of life insurance, short term disability insurance, and long-term disability insurance with The Standard for the 2022-2023 plan year, with a 3-year rate guarantee.

Approved: _____

James McLaughlin, Chairman

September 21, 2022

ISSUE PAPER

Issue: Replacement of Existing Rolling Hills Landfill (RHL) Surety Bond

Background: Since 2015, the Authority has purchased a Surety Bond to fulfill its DEP requirement to guarantee funds to meet its Closure/Post Closure financial obligations for the RHL. The amount of the obligation is determined each year based on bond calculation forms provided by the DEP. The current financial obligation is \$25,871,605.

Discussion: In the recent past, the surety bond broker was EHD and the Underwriter was Euler Hermes. Several months ago, I contacted the largest broker in the county for this type of business, HUB International, Inc. After numerous discussions, they shopped our needs to several underwriters who have a specialty in landfills. On September 15th, I had a Zoom meeting with representative of HUB and The Amynta Group, whose office is in Chicago, Illinois. They did a deep dive into our operations, financials and future landfill plans. Amynta is a premier insurance services company with more than \$3.5 billion in managed premium across North America, Europe and Australia. Amynta specializes in Property, Casualty and Specialty insurance as well as Warranty and Protection. Amynta has over 40 landfills where they underwrite Closure and Post closure bonds. Amynta quoted us a premium equal to 0.8% of our bond amount which is \$206,969. They also will not require any collateral which frees up \$1.25 million for the Authority. EHD quoted a premium of 1.0% of \$258,716, and also agreed to release our collateral.

Recommendation:

It is recommended that the Board of Directors approve The Amynta Group as underwriters for the RHL Surety Bond through broker HUB International.

amynta surety solutions

TERMS AND CONDITIONS LETTER

Date: September 16, 2022
To: Martin Moss
From: Nicholas Enders
Subject: Delaware County Solid Waste Authority – Closure / Post-Closure Surety Bond Program

Dear Marty,

Amynta Surety Solutions is pleased to present the following indicative terms and conditions in support of a bonding facility for DCSWA's surety bond requirements:

Capacity

- \$30mm aggregate to support the Authority's Rolling Hills Landfill and other requirements, as applicable

Rates

- 0.8% per annum for all bonds

Collateral

- None required

Indemnities

- Indemnity of Delaware County Solid Waste Authority on Amynta's standard form

Reporting

- Annual CPA audit for DCSWA to be provided within 180 days of FYE
- Semi-annual internal reporting for DCSWA to be provided within 90 days of period-end

These terms and conditions are subject to a conference call with the Authority to discuss their operations, future plans, and surety program.

Thank you for the opportunity to provide this proposal. If you have any questions, please feel free to contact me.

Best Regards,

Nicholas Enders

Nicholas Enders
Vice President

UNITED STATES FIRE INSURANCE COMPANY
Glastonbury, Connecticut 06033

This Agreement is entered into effective as of the [insert] day of [insert], 2022 by each of the undersigned indemnitors, for itself and for and on behalf of all of its subsidiary companies, entities, divisions, and/or operating units, related limited liability companies, partnerships, and other business ventures or entities, however denominated, whether alone or in joint venture with others, wherever located and however structured or named, whether or not named herein or signing below, and whether created before or after the date of this Agreement, all as if they were named herein and had signed below, and their successors and assigns, whether the succession or assignment occurs voluntarily or by operation of law (individually "Indemnitor" or "Bond Principal" and collectively "Indemnitors" or "Bond Principals") in favor of United States Fire Insurance Company, Aspen American Insurance Company, Aspen Insurance UK Limited, their successors and or assigns, and any co-surety, reinsurer, and/or any other company which may execute any Bond on behalf of one or more Indemnitors at the request of the United States Fire Insurance Company (hereinafter, "Surety").

WHEREAS an Indemnitor, in fulfillment of requirements imposed upon it or to further its business interests, may desire or be required to execute, give, or procure surety bonds, undertakings, guarantees, and other obligations, including any bond(s) predating this Agreement ("Bond" or "Bonds"), and has requested or may request Surety to write such Bonds, or to renew, continue, and/or refrain from canceling Bonds, whether in its own name or one of its subsidiary or affiliated companies, entities, divisions or operating units, alone or in concert with others.

NOW THEREFORE, in consideration of Surety executing, renewing, continuing, and/or refraining from canceling Bonds for the benefit of any Indemnitor, including all of its present and/or future owned and or controlled subsidiaries and affiliates, entities, divisions and/or operating units, whether alone or in joint venture with others, and whether or not named herein, and their successors and assigns, Indemnitors agree as follows:

- 1. Payment and Cooperation.** Indemnitors shall pay or cause to be paid to Surety promptly when due all premium amounts. Indemnitors shall cooperate with Surety and provide Surety copies of requested documents as well as access to Indemnitors' books, records, personnel, and properties to allow Surety to: a) analyze, assess, and/or underwrite proposed bonds; b) investigate any claims against any Bonds; and/or to c) investigate at any time and as often as Surety deems appropriate, the Indemnitors' compliance with and/or status of performance of Indemnitors' obligations under this Agreement and the Bonds.
- 2. Indemnity.** Indemnitors shall indemnify the Surety and save it harmless from and against any and all liabilities, claims, demands, payments, losses, damages, expenses, and costs to investigate and/or resolve claims which Surety may at any time incur or pay by reason of or arising out of its execution or non-execution of any Bonds. Indemnitors shall place the Surety in funds to meet all of its liability under any Bond, promptly upon written request and before the Surety may be required to make any payment thereunder. The duty to indemnify and hold harmless also includes, without limitation, payment of Surety's losses, attorney's fees and expenses, and consultant's fees and disbursements incurred and/or paid with respect to any Bond: a) to investigate and/or resolve claims against the Bonds; b) in any action or proceeding between Indemnitors and Surety; and or c) in any action or proceeding between Surety and any third party. The duty to indemnify and hold harmless exists whether or not the claim is made against Surety as a joint and or several obligor and whether or not Indemnitors or any of them is then liable to or demanded to make a payment. A copy of the claim, demand, voucher, invoice, and/or other evidence of the potential liability of and/or payment by the Surety shall be prima facie evidence of the fact and amount of Indemnitors' liability to Surety under this Agreement.
- 3. Additional Indemnity Terms.** The Indemnitors shall remain bound under the terms of this Agreement even if Surety, with or without notice to or knowledge of Indemnitors, may have accepted or released other agreements of indemnity or collateral from one or more Indemnitors or others. The rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to any and all other rights, powers and remedies which Surety may have or acquire against Indemnitors or others by operation of law or otherwise. Unless expressly stated to the contrary, this Agreement is not intended to and shall not be deemed to supersede any other indemnity agreement between one or more Indemnitors and Surety. Upon Surety's written demand, Indemnitors shall promptly deposit with Surety a clean, irrevocable letter of credit ("LOC") on a form and from a bank acceptable to Surety, or shall provide another form of collateral acceptable to Surety (individually and collectively, the "Collateral") in the amount of any reserve Surety establishes for any existing liability or claim, and or any expenses associated therewith, whether or not any assertion or payment of such liability, claim, or expense has been made at the time of the Surety's demand. Further, Indemnitors expressly and specifically agree that Surety in its sole discretion and for any reason, including a change of control, may, by written demand, require Indemnitors to provide the Surety within twenty (20) days Collateral, as defined herein, in the amount representing the total of any undischarged liability under the Bonds as determined by the Surety in its sole discretion. In the event of any increases in Surety's undischarged liability, Indemnitors shall supplement the Collateral to match the increase.

Surety shall have no obligation to release any Collateral provided to Surety, or remit to Indemnitors any interest or proceeds therefrom until Surety has received written releases or other documentation in form and substance satisfactory to Surety with respect to the discharge of Surety's obligations on all Bonds. Surety may apply the Collateral to any premium due, loss, cost and/or expense provided for in this Agreement. To the fullest extent allowed by law, Indemnitors waive any and all defenses or challenges to the provision of Collateral pursuant to this Agreement. Indemnitors further expressly stipulate and agree that Surety will have no adequate remedy at law should Indemnitors fail to post any Collateral required herein, and agree that Surety is entitled to specific performance of the obligation to post Collateral.
- 4. Defects.** If any intended Indemnitor fails to execute this Agreement, or if the execution hereof by any Indemnitor shall be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any Indemnitor executing this Agreement.
- 5. Claim Resolution.** Surety, in its sole discretion, shall have the right to resolve any claim, demand, and or assertion of liability arising out of a Bond, including claims in litigation or in another dispute resolution forum. Surety's resolution of any such claim shall be final and binding upon the Indemnitors. Indemnitors shall promptly reimburse Surety upon written demand for any payment by Surety arising from any Bond.
- 6. Attorney-In-Fact.** Indemnitors irrevocably appoint and designate Surety as their attorney-in-fact to execute and to deliver any assignments, documents, agreements, instruments, and/or other documents Surety deems necessary and/or prudent to enforce Surety's rights under this Agreement.
- 7. Declined Bonds.** Surety may decline at any time to execute any Bond and Indemnitors shall make no claim to the contrary, regardless of any indication Surety may have expressed to Indemnitors or anyone else about Surety's intention to write any declined Bond.

8. **Changes, Waiver of Notice.** Surety is authorized and empowered, without notice to or knowledge of Indemnitors, to assent to any change whatsoever in Bonds and/or the contracts or obligations underlying any Bonds, including but not limited to changes in the time for performance and any continuations, extensions or renewals of Bonds, the execution of any substitute or substitutes therefor with the same or different conditions, provisions and obligees, and with the same or larger or smaller penalties. Indemnitors specifically and expressly agree that they shall remain bound under the terms of this Agreement even though any such assent by Surety does or might substantially increase the liability of the Indemnitors. Indemnitors expressly waive any claim of entitlement to notice of: a) the execution of Bonds; b) acceptance of this Agreement; c) default under the Bonds or this Agreement; and/or d) any acts giving rise to or constituting a bond claim or liability of Surety under the Bonds.
9. **Notice to Surety.** The Indemnitors shall immediately notify Surety, in writing, of any: (i) facts which might give rise to any claim; (ii) claim growing out of or relating to any Bond or other instrument executed by Surety on behalf of any of the Indemnitors; (iii) notice or knowledge Indemnitors receive that the liability insurance of an Indemnitor named as a principal in a Bond has been or will be canceled, terminated or non-renewed for any reason or that such coverage will be reduced; (iv) material change in the financial condition of any Indemnitor; (v) filing by an Indemnitor of an assignment for the benefit of any creditors; (vi) filing of a petition in bankruptcy under the federal bankruptcy act either by or against any Indemnitor; or (vii) levy by the Internal Revenue Service or other creditor on trust funds, whether such funds are held by an Obligor or an Indemnitor. All notices to the Surety regarding the foregoing or any other matter concerning this Agreement shall be sent to the Surety at the following address: Amynta Surety Solutions, 855 Winding Brook Drive, Glastonbury, Connecticut 06033, ATTN: Kevin Gillen.
10. **Prospective Termination.** This Agreement may be terminated with respect to an Indemnitor only to a limited extent, as follows: a) by a written notice from such Indemnitor; b) effective thirty (30) days after receipt by Surety of such notice from Indemnitor sent by registered mail to Surety's offices at: Amynta Surety Solutions, 855 Winding Brook Drive, Glastonbury, Connecticut 06033, ATTN: Surety, or such other address Surety may in writing provide for this purpose; and c) subject to the conditions that: i) a notice of termination shall not operate to release, terminate, modify, bar, or otherwise discharge or reduce such Indemnitor's obligations to Surety for Bonds Surety executes or approves prior to the effective date of termination under this provision; ii) termination is effective only as to such Indemnitor providing written notice of termination in accordance with this paragraph; and iii) termination has no effect upon the obligations of the other Indemnitors under this Agreement.
11. **Severability.** If any provision(s) of this Agreement shall be declared void or unenforceable for any reason, this Agreement shall not be rendered void thereby, but to the fullest extent allowed by law shall be construed and enforced with the same effect as though such provision(s) were omitted. If any Indemnitor fails to execute or improperly executes this Agreement or if any Indemnitor shall fail to be bound hereby for any reason, the remaining Indemnitors shall nevertheless be bound hereunder.
12. **Choice of Law and Forum.** It is mutually agreed that this Agreement is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed, and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. Indemnitors agree that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts having status within the State of New York, and consent to the personal jurisdiction and venue of any local, state or federal court located therein.
13. **Joint and Several Obligations.** Each Indemnitor is jointly and severally bound by the terms and conditions herein, whether or not each has executed this Agreement separately or has signed in a representative capacity.
14. **Electronic Transmission, Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all Indemnitors. This Agreement bearing the signature of the Indemnitors shall be valid, effective, and enforceable whether received by the Surety as an original or as an electronic or facsimile transmission.

IN WITNESS WHEREOF, Indemnitors have signed this Agreement effective as of the date stated above in the first paragraph of this Agreement.

Signing Instructions:

Corporate Indemnitors must sign by both the corporate secretary and another corporate officer; Limited Liability Companies must sign by the managing member(s) for member-managed LLC or official(s)/manager(s) for manager-managed LLCs; Partnerships must sign by a managing partner; and, Individuals must sign individually.

Each of the undersigned hereby expressly represents and affirms to Surety with respect to any business entity in whose behalf he or she is executing this Agreement as an Indemnitor that he or she: 1) is a corporate secretary or duly authorized officer, manager, official, or partner of the business entity; 2) is familiar with the documents setting forth and establishing the rights governing the affairs, powers, and authority of such business entity including, as applicable, the certificate or articles of incorporation or organization, bylaws, corporate resolutions, partnership, and/or limited liability agreements of the business entity; 3) has reviewed all such applicable documents and instruments and such other facts deemed appropriate; 4) has established for himself or herself that the business entity has the power and authority to enter into this Agreement for its intended purposes, and 5) is duly authorized by the business entity to execute this Agreement on its behalf. **Complete Below Where Applicable:**



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

Date Prepared

[Empty box for Date Prepared]

I.D. Number

[Empty box for I.D. Number]

SURETY BOND
For A Waste Management Facility

To be completed by Permittee/Operator:

Name of Facility: Delaware County Solid Waste Authority

Address: 1521 Providence Road

Municipality: Media, PA 19063

County: Delaware

Department Use Only:

Solid Waste Permit No.: _____

Date of Permit Issuance: _____

Permit Acreage: _____

Type of Facility: Check one:

- Hazardous
- Municipal
- Residual
- Other (describe) _____
(Describe facility type/activity)

Purpose: Check one:

- (1) Operation and Closure of a Waste Management Facility
 - (a) Initial Bond
 - (b) Repermit of Existing Facility
 - (c) Additional Bond
 - (d) Replacement Bond
 - (e) Change of Ownership
 - (f) Application for Mobile Processing facility permit
- (2) Closure of a Waste Management Facility

To be completed by Surety Company:

Bond No.: _____

WHEREAS, Delaware County Solid Waste Authority, (1) a Corporation,
(Name of Permittee, or Operator)

incorporated under the Laws in the State of Pennsylvania,

or (2) _____, with its principal place of
(Individual, Limited Liability Company, Limited/General Partnership, Registered Fictitious Name Business)

business at 1521 Providence Road, Media, PA 19063,
(Address)

or (3) _____ has (1) filed application for permit(s); or (2) executed
(municipality or municipal authority)

a _____ (hereinafter "Agreement") dated March 27, 1985
(Consent agreement/consent decree/consent adjudication) (date of agreement)

with the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter referred to as the
"Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste
Management Act", Act of July 7, 1980, No. 97, as amended (hereinafter "Act 97") for the purpose, as indicated above of
either (1) the operation and closure or (2) closure of a waste management facility which will affect 680
(Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

acres of land owned by Delaware County Solid Waste Authority in
(Name of Landowner)

Media
(Name of Municipality)

Delaware County, Pennsylvania (hereinafter referred to as "facility").
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, Delaware County Solid Waste Authority
(Name of Principal)

_____, as principal, and
United States Fire Insurance Company, a corporation of the State of
Delaware, licensed to do business in the Commonwealth of Pennsylvania, and
with its principal place of business at 305 MADISON AVENUE, MORRISTOWN, NJ 07960
(Address)

_____, as surety,

and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of
Twenty Five Million Eight Hundred Seventy One Thousand Six Hundred Five and 00/100
(Written Dollar Amount) (\$25,871,605.00) Dollars,
(Numerical Dollar Amount)

to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators,
assign and successors, firmly by these presents:

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) of the Act of Assembly approved July 7, 1980, P.L. 380, known as the "Solid Waste Management Act."; (2) the Act of Assembly approved June 22, 1937, P.L. 1987, as amended, known as "The Clean Streams Law"; (3) the Act of Assembly approved January 8, 1960, P.L. 2119, as amended, known as the "Air Pollution Control Act"; (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P.L. 1375, as amended known as the "Dam Safety and Encroachments Act"; (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P.L. 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act"; (6) the Act of Assembly approved July 28, 1988, P.L. 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act"; (7) the rules and regulations promulgated thereunder; (8) the provisions and conditions of the permits issued thereunder the designated in this bond; (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect.

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law. This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department. Liability upon this bond shall extend to the entire facility. It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No. PA100345, as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing, such liabilities and obligations.

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law.

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law. If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period, the Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate.

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by, (a)any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b)any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however, that the Department may, in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so.

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof.

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by, (a)any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b)any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein, as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be legally bound hereby, this 5th day of October, 20 22.

Principal: Delaware County Solid Waste Authority
(Print Name of Permittee/Operator)

Affix Corporate Seal Here:

Attest or Witness:

(Print/Type Name)

By: _____
(Print/Type Name and Title)

(Signature of Above)

(Signature of Above)

(Print/Type Name)

By: _____
(Print/Type Name and Title)

(Signature Above)

(Signature Above)

Surety: United States Fire Insurance Company
(Print Name)

Affix Corporate Seal Here:

Attest or Witness:

(Print/Type Name)

By: _____
(Print/Type Name and Title)

(Signature of Above)

(Signature of Above)

(Print/Type Name)

By: _____
(Print/Type Name and Title)

(Signature Above)

(Signature Above)

Pennsylvania Resident Agent

(Signature)

(Print/Type Name)

Approved as to legality and form;

Approved for the Department:

PRE-APPROVED OAG 3/22/99
Office of Attorney General

(Type Name and Title)

(Signature of Above)

(Chief Counsel/Assistant Counsel)
Department of Environmental Protection

(Date)

ISSUE PAPER

Issue: Hire CEC Inc to Perform Initial Transfer Stations Feasibility Study

Background: Both Transfer Stations owned by the Authority are in poor condition and should be replaced. It appears that each property where the transfer stations are located could conceivably allow a new transfer station to be constructed while the "old" transfer station continues to operate. To determine this, a Preliminary Feasibility Study should be conducted.

Discussion: Civil & Environmental Consultants, Inc (CEC) from Langhorne, PA was asked to submit a proposal for the initial work. This work will include a review of the existing permits, a review of the physical settings, a historic use review, and a feasibility evaluation of relocated each transfer station on its present site. This task includes evaluating an optional location for each site to existing DEP exclusionary criteria. A final task will be to work with the Authority to develop a very preliminary conceptual design layout for each location. NOTE: This study is to find any fatal flaws and "set the stage" for a much more detailed consulting engagement to design the two transfer stations and prepare bid specification for their actual construction. The fee for conducting the CEC, Inc. study is \$25,000

Recommendation: It is recommended that the Board approve hiring CEC Inc. to perform the Transfer Station Relocation Feasibility Study.



September 14, 2022

Mr. James Warner
Acting Director
Delaware County Solid Waste Authority
1521 Providence Road
Media, Pennsylvania 19063

Dear Mr. Warner:

Subject: Submittal of Proposed Scope of Work
Delaware County Solid Waste Authority
Transfer Stations No. 1 and No. 3
Preliminary Feasibility Study
Facilities Upgrade and Redevelopment Options
Sites Suitability Fatal Flaw Assessment
CEC Project No. 325-420

Civil & Environmental Consultants, Inc. (CEC) is submitting this scope of work and budgetary cost estimate for consulting engineering services to evaluate facilities upgrade and redevelopment options for the existing operational Transfer Stations Nos. 1 and 3 operated by the Delaware County Solid Waste Authority (DCSWA). CEC has prepared this proposal in accordance with our past discussions, site walkthrough of each facility on August 1, 2022, and email transmittals.

1.0 SCOPE OF SERVICES

CEC proposes the following scope of services.

1.1 Existing PADEP Permits Review

DCSWA provided CEC with the following permit documents that were approved as part of the facilities 2014 permit renewal applications:

- Request to Renew Solid Waste Permit, Transfer Station #1, permit ID 101188, dated April 2014 , prepared by BAI Group, Inc.; and
- Request to Renew Solid Waste Permit, Transfer Station #3, permit ID 101103, dated April 2014 , prepared by BAI Group, Inc.

CEC will review these documents to identify existing solid waste permit boundaries, operational permit conditions, and other PADEP permit conditions that apply to the existing facilities.

1.2 Physical Setting Source:

CEC will review current USGS 7.5-minute topographic maps showing the facilities locations. CEC will prepare a figure for each facility of that portion of the topographic map showing the limits of DCSWA property at each facility. CEC may consult other sources as needed to understand the physical

setting of the properties. These sources may include Delaware County soil survey reports and a Pennsylvania Department of Conservation and Natural Resources search for the two properties.

1.2.1 Historic Use Review:

CEC will develop a history of the previous uses of the properties, its adjoining properties, and properties in the surrounding area to help identify the likelihood of past uses having led to environmental concerns in connection with the properties. CEC may utilize various historical resources to develop the property history. These resources may include:

- Aerial photographs
- Fire insurance maps
- Topographic maps
- Multi-tenant lists
- Chain of title records, if provided by others
- Prior environmental reports, if provided by others

1.3 Feasibility Evaluation of Transfer Facilities Relocation

CEC will evaluate the Property per Project specific Pennsylvania Department of Environmental Protection (PADEP) criteria for siting of a Municipal Solid Waste (MSW) Transfer Station and appurtenant operational and processing activities (Form D, Environmental Assessment for Municipal and Residual Waste Management Facilities). CEC will evaluate PADEP siting criteria as defined in PA Code, Title 25, Chapters §271 and §279 that would restrict or preclude development of the property for the intended project. Environmental Justice Restrictions areas as identified by PADEP. These general categories include:

- Exclusion of areas situated within the limits of the 100-year floodplain;
- Exclusion of areas situated within 300 feet of an exceptional value wetlands or 100 feet from a wetlands area other than exceptional value;
- Exclusion of areas within 300 feet of an occupied residential dwelling;
- Exclusion of areas within 100 feet of a perennial stream;
- Exclusion of areas within 50 feet of the Property line;
- Exclusion of areas within 300 yards of a school, school building, park, or playground; and
- Exclusion of areas within 6 miles of an airport runway.

Other areas of consideration include:

- Property boundary survey maps of each facility (to be provided by DCSWA);
- Surrounding land use/zoning maps;

- Archaeological/Historic features, historical Property use (based on a desktop study);
- Traffic – access traffic conditions and limitations – volume and loadings;
- Site geology/groundwater conditions;
- Current property stormwater features;
- Availability of utilities to the property;
- Endangered species/plants identified in the property areas (based on a desktop study); and
- In addition to standard property ownership records, CEC will research subsurface/mineral ownership documentation, assumed provided by DCSWA. If these records are not readily available, DCSWA should consider performing a thorough ownership record search and report of results conducted by a qualified attorney with experience in determining subsurface/mineral ownership rights.

CEC will prepare a preliminary siting plan for the properties. CEC will prepare a map showing the entire limit of each property and apply regulatory setbacks for various exclusionary criteria listed in §279 (Areas where municipal solid waste transfer stations are prohibited). To the extent practical, CEC will attempt to confirm some of the exclusionary criteria during the initial site reconnaissance (e.g. wetlands investigation) to verify CEC's preliminary evaluation of these criteria. However, for initial planning purposes and conceptual project evaluation, CEC will use various Internet resources and a Pennsylvania Natural Diversity Index evaluation to identify areas excluded from transfer station development.

1.4 Site Reconnaissance

CEC will perform a site reconnaissance in concert with DCSWA to obtain information indicating the likelihood of identifying areas of environmental concern in connection with the properties and to confirm the presence (or lack of presence) of the items listed in the feasibility evaluation. The site reconnaissance will consist of a site visit to observe the interior and exterior portions of the properties and evaluate current and former uses. CEC will identify the current uses of adjoining properties to the extent that they are visually and/or physically observable during the site visit or from public areas.

1.5 New Facilities Conceptual Layout development

Upon completion of the evaluation and application of governing PADEP siting criteria setbacks to the existing properties, CEC will develop, in concert with DCSWA, conceptual layout plans for new facilities within the available existing property boundaries to replace existing operations of #1 and #3. The conceptual plans will consist of location selection, general facility and building layout, traffic flow patterns, access control fencing/gates, and other relevant operational features. CEC will provide a preliminary order of magnitude cost estimate for the proposed replacement facilities.

1.6 Schedule

After completion of the above tasks, CEC will prepare a report describing the scope of services performed, the findings, and our professional opinion regarding feasibility of the projects and identify any concerns relative to the properties. The object of the report is the delineation of what CEC judges to be fatal flaws with these properties that would significantly restrict usage for the intended operations.

CEC estimates that the initial draft report would be issued to DCSWA for review approximately eight (8) weeks after our receipt of authorization to proceed from DCSWA. We propose to have intermediate progress meetings with DCSWA as the work progresses, especially after the siting criteria have been reviewed, summarized, and applied to the proposed properties. Selection of an initial alternate area to build the replacement facilities will be determined in concert with DCSWA at this time.

2.0 ESTIMATED COSTS

CEC recommends that DCSWA approve a budget of \$25,000 to provide the services identified herein on a time and material not-to-exceed basis. Invoicing of professional services will be at the rates outlined in the category rate table provided in Attachment A. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus an 8% administrative fee. Our Schedule of Terms and Conditions, which apply to the proposed work, is provided in Attachment B. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicate your acceptance of our Terms and Conditions. Attachment C is the CEC Solid Waste Services Statement of Qualifications.

3.0 CLOSING

We appreciate the opportunity to propose on this project and look forward to working with you. We hope that our proposal meets your needs for this project. If you have any questions, please contact us at (267) 568-2300.

Sincerely,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Charles A. Raudenbush
Senior Consultant

Anthony W. Eith, P.E.
Vice President

Attachments: Attachment A – Category Rate Schedule
 Attachment B – CEC Terms and Conditions
 Attachment C – CEC Solid Waste Services SOQ