

**DELAWARE COUNTY SOLID WASTE
AUTHORITY BOARD MEETING**

ROSE TREE PARK

April 19, 2023

DELAWARE COUNTY SOLID WASTE AUTHORITY
MEETING
ROSE TREE PARK
April 19, 2023
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 March 15, 2023.
5. Public Comment
6. Report: Interim CEO, Jim Warner
Updates: Meetings at Chester Twp. and Marple Twp., LFG RFP, public dumping at transfer stations, WM meeting summary, pension
7. Facility Operations
Review: March 2023 Tonnage Summary
Review: Q1 '23 vs Q1 '22 Tonnage Summary
Action Item with Issue Paper: Replace Roof on Rolling Hills Landfill Office Building
Action Item with Issue Paper: Approve Contract to Remodel RHL Maintenance Building
8. Accounting and Finance
Review: March 2023 and YTD Operating and Capital Budget Report
Review: Q1 '23 vs. Q1 '22 Operating Reports
Review: Q1 '23 vs. Q1 '22 Operating Budget Performance by location Delco vs RHL
Action Item: Approval of the Accounts Payable List for March 2023.
Action Item: Appoint Audit Committee
9. Strategic Planning, Administration and Policy
Action Item with Issue Paper: Approve Hiring ARM Group as Rolling Hills Landfill Engineering Firm.
Action Item with Issue Paper: Authorize Interim CEO to enter into office lease for space located at 610 E. Baltimore Pike, Media, PA
10. Other Business
11. Solicitor Report
12. Executive Session
13. Adjournment

DELAWARE COUNTY SOLID WASTE AUTHORITY
Rose Tree Park
March 15, 2023

Executive Session: Personnel from 300 PM to 3:35 PM

The meeting was called to order at 3:40 PM.

The pledge of Allegiance was said.

Roll Call

Board Member Attendance:

- James McLaughlin, Chairman
- William Silverstein, Vice Chairman
- William Jones, Secretary
- Steven Goldfield, Treasurer/Asst. Secretary
- James P. Kelly, Member
- Robert Layden, Member
- John Butler, Member
- Christine Reuther, Ex-Officio
- Don Vymazal, Ex-Officio

Others In attendance:

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

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Minutes of the Board of Directors Meeting held at Rose Tree Park on February 15, 2023. Motion made by Robert Layden Seconded by James Kelly; motion was passed with no dissenting votes.

Public Comment: Andrew Saul

- Covanta/ Gas Emissions
- Recycling/Leaf Composting/Food Composting
- Landfill Leachate/Ridley Creek State Park
- Covanta and Rolling Hills Landfill trash incineration.

Jim Warner, Interim CEO updates on:

- CEC Report
- PGLIT and Republic Bank
- Delaware County's 902 and 904 Grants for Municipalities
- MG Tree has secured a new property rental property.
- MG Tree will be removing trees that have fallen along Plant # 3
- Aero Aggregates of North America-glass recycling company

Upon motion duly made and seconded, and by unanimous vote **Approval** for Retention of Commercial Real Estate Broker for the Purpose of Renting Replacement Office Space. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

February 2023 Tonnage Summary Reviewed.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Purchase Litter Fence from Metta Technologies Inc. for \$ 51,288.00 for the Rolling Hills Landfill. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Concrete Road Repair at Transfer Station # 1 by SJ Thomas Company Inc. for \$ 51,787.67. Motion made by Robert Layden; Seconded by William Silverstein, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** for Joining Sourcewell and HGACBuy Cooperative Purchasing Programs. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

February and YTD Operating and Capital Budget Reports reviewed and discussed.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Payment of Bills For the month of February 2023. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Updated Investment Policy Statement for Authority Pension Plan. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Public Outreach and Communications:

- Zoom links for upcoming meeting has been posted to the website.
- Spanish Translation is now available on the website.

Upon motion duly made and seconded, and by unanimous vote **Approval** for Retention of Samaritan Consulting Group for Executive Recruiting/Screening Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Advertise RFP for Two New Transfer Stations. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with one dissenting vote by John Butler.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Advertise RFP for Landfill Gas Project Development. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Amendment to Earl Township Host Agreement. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Conflict of Interest Policy. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Public Participation Policy. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Solicitor: No Report

There being no further business, the meeting was adjourned at 4:36 PM

**DELAWARE COUNTY SOLID WASTE AUTHORITY
MARCH 2023
TONNAGE SUMMARY**

	Month				YTD			
	Budget	Actual	Variance	Variance %	Budget	Actual	Variance	Variance %
Delaware County Refuse								
Delco Residential	10,569	12,207	1,638	15%	31,181	36,267	5,086	16%
Delco Commercial	10,752	9,583	(1,169)	-11%	26,689	27,101	412	2%
Delco Direct Residential	6,594	4,497	(2,097)	-32%	17,907	12,697	(5,210)	-29%
Delco Direct Commercial	4,413	4,459	46	1%	12,746	11,572	(1,174)	-9%
Total Tons	32,328	30,746	(1,582)	-5%	88,523	87,636	(887)	-1%
Rolling Hills Landfill								
Covanta Ash	33,957	33,881	(76)	0%	94,489	91,101	(3,388)	-4%
Plymouth Ash	3,622	3,294	(328)	-9%	10,079	10,127	48	0%
Berks County	4,718	6,324	1,606	34%	13,127	18,320	5,193	40%
Montgomery County	9,960	6,402	(3,558)	-36%	27,716	18,683	(9,033)	-33%
Residual	0	4,763	4,763		0	14,232	14,232	
Total Tons	52,257	54,664	2,407	5%	145,411	152,464	7,053	5%
System Tons	84,585	85,409	824	1%	233,934	240,100	6,166	3%
Delco Tons to RHL	3,360	3,603	243	7%	10,080	9,563	(517)	-5%

Delaware County Solid Waste Authority
Tonnage Summary
Q1 2022 vs Q1 2023

	Q1 2022	Q1 2023	Variance	Variance %
REVENUE				
Delco Residential	32,682	36,267	3,585	11%
Delco Commercial	27,672	27,101	(571)	-2%
Delco Direct Residential	15,791	12,697	(3,094)	-20%
Delco Direct Commercial	10,840	11,572	732	7%
Total Tons	86,985	87,636	651	1%
Covanta Ash	73,754	91,101	17,347	24%
Plymouth Ash	8,826	10,127	1,301	15%
Berks County	8,704	18,320	9,616	110%
Montgomery County	23,826	18,683	(5,143)	-22%
Residual	-	14,232	14,232	
Total Tons	115,110	152,464	37,354	32%
System Tons	202,095	240,100	38,005	19%

ISSUE PAPER

Issue: Replace asphalt shingles on Administration Building at Rolling Hills Landfill

Background: The asphalt shingles on the roof of the Administration Building are 27 years old and need to be replaced.

Discussion: Landfill Management Staff received three quotes to replace the asphalt singles on the Administration Building at Rolling Hills Landfill. The project includes removing 103 sq. ft. of shingles, installing ice and water shield, 30 lb. felt deck protection and an aluminum drip edge. A ridge vent system and 40-year warranty shingles will be installed. Possible unknown expenses could include plywood replacement cost at \$8.00 a sq. ft. and other water damage to the building. \$80,000 is in the Capital Budget to replace the roof.

Vendor	Quote	Contract
Bachman's Roofing, Building & Remodeling	\$74,548	COSTARS
SJ Thomas Company Inc	\$98,402.60	Keystone Purchasing Network
Mask Roofing	\$85,260	Local Vendor

Recommendation: It is recommended that the Board approve the contract to have Bachman's Roofing, Building & Remodeling Inc replace the roof and make necessary repairs on the Administration Building at Rolling Hills Landfill for \$74,548.

Approved: _____

Jim McLaughlin, Chairman

Date:

Project #:	77544	Date:	03/27/2023 <small>*After a time frame of 10 days this estimate will be deemed terminated.</small>
Report #:	83144		
Submitted To:	Delaware County Solid Waste Authority 583 Longview Road Boyertown, PA 19512	Job Site:	Delaware County Solid Waste Authority 583 Longview Road Boyertown, PA 19512
Contact Information:		Municipality:	Earl Twp.

COMMERCIAL PROPOSAL AND CONTRACT FOR WORK

BELOW IS THE PRELIMINARY WORK SPECIFICATIONS TO BE COMPLETED AT THE ABOVE JOB SITE:

Shingle Roof Installation - Prevailing Wage

SQ FT 10203 = 103 SQ / Plywood Replacement \$8.00 SQ FT
 Remove and dispose of one layer of roofing materials onsite. No Charge to contractor.
 Install new ice and water shield in all valleys, gutter lines, around all penetrations, and flashing areas
 Install new 30 lb. felt deck protection over remaining surface of roof.
 Install new aluminum drip edging along entire perimeter of roof (Color: _____)
 Install new GAF Pro-Start starter strip shingles along the entire edge of the roof line
 Install new GAF Timberline Lifetime HDZ architectural shingles with LayerLock Technology using (6) 1.25" roofing nails per shingle to obtain the Industries First No Maximum Wind Speed Limitation Warranty (Color: _____)
 Install new aluminum pipe collars.
 Install new GAF Snow Country ridge vent system along peak of roof.
 Install new GAF Seal a Ridge cap shingles across peak of roof (Color: to match roof)
 All trash and debris cleaned will be cleaned up and disposed of on jobsite.
 Bachman's Limited 20 Year Workmanship Warranty
 GAF System Plus Limited Warranty (Limited Lifetime Warranty 40 yr. non-Prorated 100% Coverage on Material Defects)
 Prevailing Wage Rates apply.
 Building Permit to be supplied by owner.
 Costars #215544

Proposed Cost: \$74,548.00

*Terms and conditions of proposal are located on backside or the following page of this estimate

Authorized Signature

Representative Name: Shawn Claypoole
 Title: Commercial Sales Associate
 Cell Phone Number: (717) 481-0264 (M)
 Email: shawn.claypoole@bachmansroofing.com

shawn_claypoole

Customer Signature of Acceptance

Print Name: _____
 Title: _____
 Date: _____

Contractor
Initials

Homeowner
Initials

TERMS AND CONDITIONS OF PROPOSAL AND CONTRACT

PAYMENT:

Payment: 30 Days from completion. balance at completion.

Effective April 1st, 2023, a 3% surcharge will be added to all credit card transactions. This surcharge will be added to each individual credit card transaction and will be based on the transaction amount.

A service charge of 1½% per month (18% per year) on all past due amounts.

If there is an increase in the actual cost of the labor or materials charged to Bachman's Roofing, in excess of 2% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to Bachman's Roofing. Bachman's Roofing will submit written documentation of the increased charges to the Prime Contractor/Owner upon request.

EXCLUSIONS:

Possible rotten or weakened lumber replacement.

Possible removal & disposal of additional layers of roofing materials

Dish/Satellites: We will remove the device, and reinstall it. A call to the service provider may be required. Charges for such services are not included in the proposal cost.

We are not responsible for nail pops and/or cracks in drywall.

Please remove items from walls & ceilings to avoid vibration damage.

Force Majeure: The parties to this Agreement are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, epidemics, pandemics and acts of war or terrorism. Each party so affected shall promptly give written notice to the other parties and shall use its best efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such force majeure event. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. This is to include, but is not limited to, hidden damages that are uncovered during the course of the job and additional work required by local building inspectors. All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing. In the event it is necessary for us to take legal action to collect any unpaid balance due and owing, you, the Buyer, agree that you will pay all costs of collection including attorney's fees and costs.

ISSUE PAPER

Issue: Remodeling of the offices, lunchroom, locker room and bathroom and updating floor and wall surfaces in the Maintenance Building at Rolling Hills Landfill.

Background: The Maintenance Building was built in 1997, is very worn and needs updating in numerous areas.

Discussion: Landfill Management Staff hired SJ Thomas Company, Inc through Keystone Purchasing Network (KPN) to design, contract sub-contractors, and provide quality assurance. The proposal includes replacing all bathroom fixtures, lockers, kitchen cabinets and light fixtures. In addition, the walls will be painted, and heavy-duty epoxy will be installed on the floors. New tables and chairs will be purchased. While construction is in progress staff will use the Administration Building for temporary offices, locker room, and lunch space. The bid came in at \$137,296.99 or 13% higher than our 2023 Capital Budget estimate of \$120,000.

Recommendation: It is recommended that the Board approve contracting the SJ Thomas Company, Inc to remodel the Maintenance Building interior for \$137,296.99.

Approved: _____

Jim McLaughlin, Chairman

Date:

DELAWARE COUNTY SOLID WASTE AUTHORITY
MARCH 2023
OPERATING BUDGET SUMMARY

	Month				YTD				
	Budget	Monthly	Variance	Variance %	YTD Budget	YTD	Variance	Variance %	
REVENUE					REVENUE				
Delco Residential	\$ 836,485	\$ 1,013,170	\$ 176,685	21%	\$ 2,467,742	\$ 3,010,153	\$ 542,411	22%	
Delco Commercial	\$ 867,187	\$ 795,370	\$ (71,818)	-8%	\$ 2,152,566	\$ 2,249,353	\$ 96,787	4%	
Delco Direct Residential	\$ 512,868	\$ 373,216	\$ (139,652)	-27%	\$ 1,392,889	\$ 1,005,116	\$ (387,773)	-28%	
Delco Direct Commercial	\$ 364,581	\$ 370,121	\$ 5,540	2%	\$ 1,052,976	\$ 941,360	\$ (111,616)	-11%	
Covanta Ash	\$ 749,424	\$ 689,115	\$ (60,309)	-8%	\$ 2,085,354	\$ 1,854,917	\$ (230,437)	-11%	
Plymouth Ash	\$ 79,214	\$ 71,517	\$ (7,697)	-10%	\$ 220,422	\$ 220,960	\$ 538	0%	
Berks County	\$ 246,312	\$ 340,601	\$ 94,289	38%	\$ 685,390	\$ 997,544	\$ 312,154	46%	
Montgomery County	\$ 595,845	\$ 386,143	\$ (209,701)	-35%	\$ 1,658,003	\$ 1,126,666	\$ (531,337)	-32%	
Residual	\$ -	\$ 213,917	\$ 213,917		\$ -	\$ 633,088	\$ 633,088		
Grants	\$ 4,167	\$ 42,426	\$ 38,260	918%	\$ 12,500	\$ 102,074	\$ 89,574	717%	
Miscellaneous	\$ 5,000	\$ 11,335	\$ 6,335	127%	\$ 15,000	\$ 64,132	\$ 49,132	328%	
Total Revenue	\$ 4,261,084	\$ 4,306,933	\$ 45,849	1%	\$ 11,742,843	\$ 12,205,363	\$ 462,520	4%	
Discounts		\$ 84,177	\$ 84,177			\$ 223,169	\$ 223,169		
Total Net Revenue	\$ 4,261,084	\$ 4,222,755	\$ (38,328)	-1%	\$ 11,742,843	\$ 11,982,194	\$ 239,351	2%	
EXPENSES					EXPENSES				
Administration	\$271,252	\$245,662	(\$25,591)	-9%	\$ 749,641	\$654,361	\$ (95,280)	-13%	
Operations	522,531	529,388	6,857	1%	\$ 1,470,766	\$1,393,467	(\$77,299)	-5%	
Contract Hauling	754,774	767,309	12,535	2%	\$ 2,048,591	\$2,221,094	172,503	8%	
Covanta Processing	1,313,399	1,192,812	(120,587)	-9%	\$ 3,556,936	\$3,430,692	(126,244)	-4%	
Delco Host Fees	57,989	54,404	(3,585)	-6%	\$ 157,046	\$156,474	(\$572)	0%	
RHL Host Fees	415,493	368,332	(47,161)	-11%	\$ 1,164,379	\$1,036,597	(\$127,781)	-11%	
HHW Events/Recycling	7,046	4,526	(2,520)	-36%	\$ 21,138	\$8,906	(\$12,232)	-58%	
Total Expenses	\$3,342,485	\$3,162,432	(\$180,052)	-5%	\$9,168,496	\$8,901,590	\$ (266,906)	-3%	
Debt P & I Payments	\$60,950	\$60,950	\$0		\$182,850	\$182,850	\$0		
Operating Surplus (Deficit)	\$857,649	\$999,373	\$141,724	17%	\$2,391,497	\$2,897,754	\$506,257	21%	

**DELAWARE COUNTY SOLID WASTE AUTHORITY
BUDGET PERFORMANCE SUMMARY
MARCH 2023**

Capital Budget 2023	\$6,280,000
Capital Expense YTD 2023	<u>\$394,698</u>
Capital Budget Balance 2023	\$5,885,302

Summary

Net Operating Surplus March 2023	\$999,373
Capital Expense March 2023	\$26,949
Capital Reserve Contribution from Operating Surplus	\$0
Operating Account Contribution from Operating Surplus	\$972,423

Capital Reserve Account Beginning Balance as of 03/01/23	\$5,714,584
Capital Reserve Account Interest	\$19,533
Capital Reserve Account Ending Balance as of 03/31/23	\$5,734,117

Republic Operating Account Balance as of 03/31/23	\$3,669,443
PLGIT Short-Term Account Balance as of 03/31/23	\$60,472

Total Account Balances	<u>\$9,464,032</u>
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****Restricted Accounts****

PLGIT Landfill Closure/PC Account Balance as of 03/31/23	\$301,727
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Delaware County Solid Waste Authority
Operating Budget Summary
Q1 2022 vs Q1 2023

	Q1 2022	Q1 2023	Variance	Variance %
REVENUE				
Delco Residential	\$ 2,549,160	\$ 3,010,153	\$ 460,993	18%
Delco Commercial	\$ 2,213,766	\$ 2,249,353	\$ 35,587	2%
Delco Direct Residential	\$ 1,220,949	\$ 1,005,116	\$ (215,833)	-18%
Delco Direct Commercial	\$ 878,264	\$ 941,360	\$ 63,096	7%
Covanta Ash	\$ 1,448,667	\$ 1,854,917	\$ 406,250	28%
Plymouth Ash	\$ 173,169	\$ 220,960	\$ 47,790	28%
Berks County	\$ 541,066	\$ 997,544	\$ 456,478	84%
Montgomery County	\$ 1,397,515	\$ 1,126,666	\$ (270,849)	-19%
Residual	\$ -	\$ 633,088	\$ 633,088	
Grants	\$ -	\$ 102,074	\$ 102,074	
Miscellaneous	\$ 59,688	\$ 64,132	\$ 4,444	7%
Total Revenue	\$ 10,482,245	\$ 12,205,363	\$ 1,723,118	16%
Discounts	\$ 207,673	\$ 223,169	\$ 15,496	7%
Total Net Revenue	\$ 10,274,572	\$ 11,982,194	\$ 1,707,622	17%
EXPENSES				
Administration	\$ 823,588	\$ 654,361	\$ (169,227)	-21%
Operations	\$ 957,308	\$ 1,393,467	\$ 436,159	46%
Contract Hauling	\$ 1,843,999	\$ 2,221,094	\$ 377,095	20%
Covanta Processing	\$ 3,612,326	\$ 3,430,692	\$ (181,634)	-5%
Delco Host Fees	\$ 171,038	\$ 156,474	\$ (14,564)	-9%
RHL Host Fees	\$ 829,752	\$ 1,036,597	\$ 206,846	25%
HHW Events/Recycling	\$ 5,622	\$ 8,906	\$ 3,284	58%
Total Expenses	\$ 8,243,632	\$ 8,901,591	\$ 657,959	8%
Operating Surplus (Deficit)	\$ 2,030,940	\$ 2,897,754	\$ 866,814	43%
Closure/Post-Closure Contribution	\$ 0.00	\$ 300,000	\$ 300,000	

**2023 BUDGET SUMMARY BY LOCATION
Q1 (JAN-MAR)**

	DELCO	%	\$/T	ROLLING HILLS	%	\$/T	TOTAL	\$/T
TONNAGE	87,636			152,464			240,100	
OPS REVENUE	\$ 6,982,813	62%	\$79.68	\$ 4,200,087	38%	\$27.55	\$ 11,182,900	\$ 46.58
OTHER & NON-OPS	\$ 239,788	30%	\$ 2.74	\$ 559,506	70%	\$ 3.67	\$ 799,294	\$ 3.33
	\$ 7,222,601	60%	\$82.42	\$ 4,759,593	40%	\$31.22	\$ 11,982,194	\$ 49.91
OPERATIONS	\$ 6,185,422	75%	\$70.58	\$ 2,061,807	25%	\$13.52	\$ 8,247,229	\$ 34.35
ADMIN	\$ 163,590	25%	\$ 1.87	\$ 490,771	75%	\$ 3.22	\$ 654,361	\$ 2.73
TOTAL EXPENSES	\$ 6,349,012	71%	\$72.45	\$ 2,552,578	29%	\$16.74	\$ 8,901,590	\$ 37.07
NET OPERATING INCOME	\$ 873,589	28%	\$ 9.97	\$ 2,207,015	72%	\$14.48	\$ 3,080,604	\$ 12.83
CONTRIBUTION MARGIN	12.1%			46.4%				
DEBT P&I							\$ (182,850)	
NET OPERATING SURPLUS							\$ 2,897,754	

**2022 BUDGET SUMMARY BY LOCATION
Q1 (JAN-MAR)**

	DELCO	%	\$/T	ROLLING HILLS	%	\$/T	TOTAL	\$/T
TONNAGE	86,985			115,110			202,095	
OPS REVENUE	\$ 6,654,466	65%	\$76.50	\$ 3,560,417	35%	\$ 30.93	\$ 10,214,883	\$ 50.54
OTHER & NON-OPS	\$ 17,906	30%	\$ 0.21	\$ 41,782	70%	\$ 0.36	\$ 59,688	\$ 0.30
	\$ 6,672,372	65%	\$76.71	\$ 3,602,199	35%	\$ 31.29	\$ 10,274,571	\$ 50.84
OPERATIONS	\$ 5,565,033	75%	\$63.98	\$ 1,855,011	25%	\$ 16.12	\$ 7,420,044	\$ 36.72
ADMIN	\$ 205,897	25%	\$ 2.37	\$ 617,691	75%	\$ 5.37	\$ 823,588	\$ 4.08
TOTAL EXPENSES	\$ 5,770,930	70%	\$66.34	\$ 2,472,702	30%	\$ 21.48	\$ 8,243,632	\$ 40.79
NET OPERATING INCOME	\$ 901,442	44%	\$10.36	\$ 1,129,497	56%	\$ 9.81	\$ 2,030,939	\$ 10.05
CONTRIBUTION MARGIN	13.5%			31.4%				
DEBT P&I							\$ (182,850)	
NET OPERATING SURPLUS							\$ 1,848,089	

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
I900171	A ...	A Royal Flush Environmental	3/30-4/26/23 Portable Restroom Rental-Plt.#3	126.52
I899986	A ...	A Royal Flush Environmental	3/29-4/25/23 Portable Restroom Rental(2) Plt.#1	253.05
	Tot...	A Royal Flush Environmental		379.57
A14238	A. ...	A. N. Lynch Co., Inc.	3/6-3/9/23 Generator Hook-Ups for Temp. Power@Admin./Maint.B	2,569.64
	Tot...	A. N. Lynch Co., Inc.		2,569.64
9136321455	AI...	Airgas USA, LLC	Oxygen 200(5)/125, Acetylene 300(3) & Argon 300(2)	1,183.74
9136169539	AI...	Airgas USA, LLC	Cowhide Driver XL(36) & Brown Jersey(48)Gloves	280.28
9136169540	AI...	Airgas USA, LLC	Orange/Gray XL Cold Weather Gloves #RAD64057041 (24 Pr.)	258.69
	Tot...	Airgas USA, LLC		1,722.71
50439	AL...	Alex's Tire Center	23.5/R25 MM78 Recap & Section Repair - #1 CAT 730C2 Truck	2,875.00
	Tot...	Alex's Tire Center		2,875.00
0007991	AR...	ARM Group LLC	Transfer Station Topo Surveys (2/1-3/15/23)	17,682.50
0007941	AR...	ARM Group LLC	DCSWA Transfer Station Minor PMA (2/1-28/23)	3,077.50
	Tot...	ARM Group LLC		20,760.00
4636350	Art...	Arthur J. Gallagher Risk Manag	Workers' Comp Policy Audit & State Assessment	7,032.00
4247943	Art...	Arthur J. Gallagher Risk Manag	Pension Plan Crime & Fiduciary Liability Ins.(5/1/23-5/1/24)	796.00
	Tot...	Arthur J. Gallagher Risk Manag		7,828.00
032823	BL...	Blazosky Associates, Inc.	2/14/23 CQA-Removal Temp. Rain Flap&Qtrly. Monitoring Report	962.71
	Tot...	Blazosky Associates, Inc.		962.71
48934	BT...	Barbacane Thornton & Co.	2022 Annual Audit - Progress Billing	7,350.00
	Tot...	Barbacane Thornton & Co.		7,350.00
4151449996	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (15)	448.27
5150342653	Cin...	Cintas First Aid & Supplies	Acct. #19893531 Misc. First Aid Supplies - LF	60.83
4149295635	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (15)	448.27
4150051087	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (15)	448.27
	Tot...	Cintas First Aid & Supplies		1,405.64
354241	Civ...	Civil & Environmental Consulta	Consulting Services - TS-1 & TS-3 Facility Siting	9,267.00
	Tot...	Civil & Environmental Consulta		9,267.00
34322	CO...	Computer Center of North Ameri	3/21/23 Fix Email Account - B. Bell	30.00
34329	CO...	Computer Center of North Ameri	3/29/23 Cleaned Up Server @ LF (running out of room)	120.00
	Tot...	Computer Center of North Ameri		150.00
48855	Co...	Continental Concrete Products	6' Bike Safe Grates (7) Maint. Truck Wash	5,803.00
	Tot...	Continental Concrete Products		5,803.00
0323_DCSWA	Co...	Covanta Delaware Valley	March, 2023 Waste Disposal	503,697.03
0323_DCSWA	Co...	Covanta Delaware Valley	March, 2023 Waste Disposal	54,404.20
	Tot...	Covanta Delaware Valley		558,101.23

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
198881.57 032223	CR...	Crystal Springs	Spring Water Supply & Mithly. Rental (Site/Office)	175.37
	Tot...	Crystal Springs		175.37
033123P	DB...	Delaware Co. Solid Waste Auth.	Employees Pension Contribution	4,315.39
	Tot...	Delaware Co. Solid Waste Auth.		4,315.39
25483	EEL...	EHD (Engle-Hambright & Davies)	Multiple Pieces of Equipment Added - Commercial Insurance	1,024.00
	Tot...	EHD (Engle-Hambright & Davies)		1,024.00
8-074-61701	FE...	Federal Express Corporation	Fedex Envelope - LF	10.35
8-088-66419	FE...	Federal Express Corporation	Fedex Envelope(2) & Fedex Pak - LF	42.81
	Tot...	Federal Express Corporation		53.16
26455	Fos...	Foster & Foster, Inc.	Prepare 2022 GASB 67/68 & Benefits Calculations	3,000.00
	Tot...	Foster & Foster, Inc.		3,000.00
INV1249928	FR...	Fraser Advanced Info. System	Contract CT10446-01 3/25-4/24/23 - Sharp MX3071 Copier/Scann	154.00
	Tot...	Fraser Advanced Info. System		154.00
1206011	Ga...	GasTec Enterprises	Propane (1135.1 gals.) Maintenance Blding.	2,269.06
	Tot...	GasTec Enterprises		2,269.06
178220	GL...	Gilbertsville Auto Supply	NAPA Gold Oil Filter #7325/1344(2)	52.47
178809	GL...	Gilbertsville Auto Supply	Fuel Dispensing Pump Filter #4006 (4)	60.16
181072	GL...	Gilbertsville Auto Supply	Solar Charger #SP200 (4) Maint. Blding.	230.16
182059	GL...	Gilbertsville Auto Supply	Misc. Front End Parts - PU#7 2011 F150 Truck	845.53
182294	GL...	Gilbertsville Auto Supply	Lower Ball Joint #260-1745 (2) PU#7 2011 F150 Truck	86.22
182289	GL...	Gilbertsville Auto Supply	Sway Bar Link #265-3103 (2) PU#7 2011 F150 Truck	76.02
182288	GL...	Gilbertsville Auto Supply	Sensor-ABS Speed #532702 & ET CVAXL #94-1523 - PU#7 2011 F15	281.78
182247	GL...	Gilbertsville Auto Supply	Control Arm & Ball #2605243 - PU#7 2011 F150 Truck	99.64
182451	GL...	Gilbertsville Auto Supply	Control Arm & Ball #2605244 & Strut #SR4171 - PU#7 2011 F150	382.46
	Tot...	Gilbertsville Auto Supply		2,114.44
SIN0069332	GL...	Foley, Inc.	Travel To/From LF T/S Brake Accumulator - #1 CAT 730C2 Truck	1,422.50
INV0021149	GL...	Foley, Inc.	Radiator #4535917 - #2 D-6N Dozer	3,767.71
INV0021621	GL...	Foley, Inc.	Injector #4609257 & Gasket #4182073 Assembly - #2 D-6N Dozer	391.16
INV0024693	GL...	Foley, Inc.	Sensor Kit #5948691 - #1 316FL Excavator	437.66
INV0019978	GL...	Foley, Inc.	Cartridge Assembly Filter #5931534 - #3 D6-20 Dozer	354.57
INV0020026	GL...	Foley, Inc.	Filter AS-LU(4)/GP(4)/AS(2)/Cab A - #3 D6-20 Dozer	510.90
INV0015471	GL...	Foley, Inc.	Adapter-Ctr #5054160 (Bucket Shank) 349FL Excavator	472.87
INV0016461	GL...	Foley, Inc.	Element Filter #1303212 (3) #2 CAT 730C2 Truck	205.02
INV0016817	GL...	Foley, Inc.	Primary Element(3), Filter Kit & Breather Seal - D-7 Dozer	425.05
	Tot...	Foley, Inc.		7,987.44
P50944	Gr...	Groff Tractor & Equipment	Breather #H216169 & Fluid Test Kit #AT346594(10) JD 744K-II	260.01
	Tot...	Groff Tractor & Equipment		260.01
E28123	Ho...	Hoffman Equipment	Spray Nozzle #9216 (6) Stewart-Amos Sweeper	128.79
	Tot...	Hoffman Equipment		128.79
2303-104138	HO...	Hollenbach Home Center	Rake Bow Fiber #7012818(2) & 1in.X25ft. Tape Measure #24063	57.69

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
	Tot...	Hollenbach Home Center		57.69
72259087	Int...	Interstate Battery System of R	Battery MTP-78DT - #3 Generator	128.95
	Tot...	Interstate Battery System of R		128.95
4200325	J.K...	J.K. Truck & Equipment	PA State Inspection - 2022 Isuzu Stewart-Amos Sweeper	41.00
4200311	J.K...	J.K. Truck & Equipment	PA State Inspection - 2020 2500 Silverado Truck	49.00
	Tot...	J.K. Truck & Equipment		90.00
PHI04230308	JA...	Jani-King of Phila., Inc.	4/23 Cleaning Service (RT)	403.33
	Tot...	Jani-King of Phila., Inc.		403.33
175923	JO...	John J. McIntyre Sons, Inc.	Qtrly. Inspection Motor Trk. Scale S & Rodan 2500 F-I-Plt.#1	842.50
	Tot...	John J. McIntyre Sons, Inc.		842.50
344004	Ke...	Keystone Fire Protection Co.	G5 Cellular Mandatory Upgrade Alarm Systems@Admin./Maint. BI	3,510.00
	Tot...	Keystone Fire Protection Co.		3,510.00
14554	La...	Land Air Water Legal Solutions	3/31/23 Review & Complete Auditors Request	77.00
	Tot...	Land Air Water Legal Solutions		77.00
CICH360295	LE...	Lee Supply Co., Inc.	10in.X4in. HDPE DR17 Reducer #ASY104172R - Gas Wells	217.34
CICH359916	LE...	Lee Supply Co., Inc.	4in. 101PS 4.5 Hose-Kanflex #H45101 - Gas Wells	315.00
	Tot...	Lee Supply Co., Inc.		532.34
182264	Lev...	Levan Machine Co., Inc.	U-Joint Kit #NB7A - #1 Roll Off Truck	19.68
182299	Lev...	Levan Machine Co., Inc.	1-1/4in. Round Bore w/5/16in.Keyway #73163 - #1 Roll Off Trk	77.20
	Tot...	Levan Machine Co., Inc.		96.88
115-23B	M...	Martin & Martin, Inc.	Consulting Services 1/29-2/25/23 Historic File Research	1,309.00
	Tot...	Martin & Martin, Inc.		1,309.00
233967	M...	Martin Stone Quarries, Inc.	AASHTO #1 (1029.85 tons)	19,136.22
233758	M...	Martin Stone Quarries, Inc.	PADOT 2A Modified (519.84 tons)	7,450.15
	Tot...	Martin Stone Quarries, Inc.		26,586.37
S-2219692	Mc...	Wm. P. McGovern, Inc.	Pump Out Disposal Tank (1827 gals.) Plt.#1	245.25
S-2219461	Mc...	Wm. P. McGovern, Inc.	Pump Out Disposal Tanks (5540 gals.) Plt.#1	654.00
S-2220520	Mc...	Wm. P. McGovern, Inc.	Pump Out Disposal Tanks (4084 gals.) Plt.#3	632.20
S-2220519	Mc...	Wm. P. McGovern, Inc.	Pump Out Holding Tank (3527 gals.) Plt.#1	354.25
	Tot...	Wm. P. McGovern, Inc.		1,885.70
94714443	M...	McMaster-Carr Supply Company	1/4 NPT Male Brass Flat Spray Nozzle #3404K15 (10) Sweeper	65.45
	Tot...	McMaster-Carr Supply Company		65.45
00040907	Me...	Metta Technologies, Inc.	24ft.LX15ft.HX8ft.D Dozer-Movable Litter Fence Canopy (6)	51,288.00
	Tot...	Metta Technologies, Inc.		51,288.00
300132-1	Mo...	Moyer Indoor/Outdoor	1/23 Pest Control Service - LF	289.50
304028-3	Mo...	Moyer Indoor/Outdoor	3/23 Pest Control Service - Plt. #3	312.64

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
300132-3	Mo...	Moyer Indoor/Outdoor	3/23 Pest Control Service - LF	<u>289.50</u>
	Tot...	Moyer Indoor/Outdoor		891.64
1079	Ott'...	Ott's Lawn Service & Landscapi	Labor to Pick Up Trash@New Cell (3/15 & 3/17/23) 45 hrs.	1,575.00
1084	Ott'...	Ott's Lawn Service & Landscapi	3/27/23 Supply Plants & Mulch, Weed, Edge Landscape@Admin.Bldi	708.00
1086	Ott'...	Ott's Lawn Service & Landscapi	Labor/Mtrls. to Cut & Pour Concrete Floor@Maint. Truck Wash	7,081.50
1087	Ott'...	Ott's Lawn Service & Landscapi	Additional Work to Pour Concrete Floor@Maint. Truck Wash	<u>4,264.00</u>
	Tot...	Ott's Lawn Service & Landscapi		13,628.50
51167430	Pet...	PetroChoice LLC	DEF 2.5 gals.@80 cases/pallet(2) & DEF 225.4 gals.	<u>2,473.28</u>
	Tot...	PetroChoice LLC		2,473.28
033123UC	PM...	PMAA U.C. Fund	1st Qtr., 2023 PA UC	<u>7,007.76</u>
	Tot...	PMAA U.C. Fund		7,007.76
INV/2023/6911	Por...	Port A Bowl Restroom Co.	Portable Toilets (2 Units) 4/3-30/23 & Hand Sanitizer	<u>239.80</u>
	Tot...	Port A Bowl Restroom Co.		239.80
016	Pra...	Practical Waste Solutions, LLC	CEO Consulting Services (3/1-31/23) J. Warner	<u>31,184.32</u>
	Tot...	Practical Waste Solutions, LLC		31,184.32
119122	QU...	Quigley Chevrolet	Blower Motor #34861776 - PU#11 2020 2500 Silverado (J. Knapp	<u>149.28</u>
	Tot...	Quigley Chevrolet		149.28
890	R ...	R GOTWALS	Tirewash (25), Septic (5) & Tank Cleaning Oil Separator	<u>6,050.00</u>
	Tot...	R GOTWALS		6,050.00
094	Sa...	Samaritan Counseling Center	Executive Search - Payment 1 of 2	<u>10,000.00</u>
	Tot...	Samaritan Counseling Center		10,000.00
24665	Sa...	Sauers Snow	Labor to Pick Up Trash@New Cell (3/20/23) 32 hrs.	1,360.00
24666	Sa...	Sauers Snow	Labor to Pick Up Trash@New Cell (3/21/23) 32 hrs.	<u>1,360.00</u>
	Tot...	Sauers Snow		2,720.00
184449	Sto...	Stoney Creek Rentals, Inc.	SW1 Service Kit (1000 hr.) #77058623 - Stewart-Amos Sweeper	<u>890.00</u>
	Tot...	Stoney Creek Rentals, Inc.		890.00
P3000853	SU...	Suburban Testing Labs, Inc.	Outfall 006, Weekly Outfall 007/T-002 & Monthly SP-5/6	2,575.00
P3000853A	SU...	Suburban Testing Labs, Inc.	Qtrly. Residential Wells (4) & Qtrly. Sump P1	2,168.50
P3000853B	SU...	Suburban Testing Labs, Inc.	Emergency Spill Response & Emergency Stormwater	<u>1,375.00</u>
	Tot...	Suburban Testing Labs, Inc.		6,118.50
2024-1978660	SW...	SWANA	Annual Membership - B. Bell	<u>245.00</u>
	Tot...	SWANA		245.00
17968	Tel...	Telford Fifty-Five Enterprises	Misc. Outrigger Parts - 2005 Service Truck	<u>752.34</u>
	Tot...	Telford Fifty-Five Enterprises		752.34
124833-0	Th...	PA Municipal Health Insurance	Medical/RX insurance 5/1-31/23	<u>40,392.80</u>

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
	Tot...	PA Municipal Health Insurance		40,392.80
8423	Th...	The Casindia Company, LLC	3/23 Cleaning Service (Admin./Maint./Scalehouse @ LF)	655.00
	Tot...	The Casindia Company, LLC		655.00
315303	TR...	Tractor Supply Co.	Misc. Site Supplies	622.94
	Tot...	Tractor Supply Co.		622.94
185432716	UN...	United Concordia Co., Inc.	Dental Ins. #005450001123D (5/1-3 1/23)	2,059.70
	Tot...	United Concordia Co., Inc.		2,059.70
9640477361	W....	W. W. Grainger, Inc.	32in. Aluminum Trash Grabber #13R142 (3)	22.95
9636522899	W....	W. W. Grainger, Inc.	Misc. Site Supplies	470.95
9637096034	W....	W. W. Grainger, Inc.	1in. NPT Spout Spring Auto Fuel Nozzle #45DV39 - 2010 F350	166.57
9654018754	W....	W. W. Grainger, Inc.	10ft.X12ft. Tarp #8C604(3) & 10in. Tongue & Groove Plier	143.05
	Tot...	W. W. Grainger, Inc.		803.52
March2023	W...	Waste Management	March, 2023 Contract Hauling-Plt.#1	363,568.59
March23	W...	Waste Management	March, 2023 Contract Hauling-Plt.#3	227,994.08
March23RH	W...	Waste Management	March, 2023 Rolling Hills Landfill-Plt.#3	175,746.54
	Tot...	Waste Management		767,309.21
285159	W...	Weaver's Hardware Company	40X48 Black 22MC Can Liner #CL4048B22MC(40 cases @ 150/case)	1,822.80
	Tot...	Weaver's Hardware Company		1,822.80
864414	Wh...	Whitetail Disposal	3/22,24,29,30/23 30 Yd. Roll Off Disposal	220.00
	Tot...	Whitetail Disposal		220.00
77116	Wil...	William R. Gift	Off Road Diesel Fuel (461.5 gals.)	1,407.58
77121	Wil...	William R. Gift	Off Road Diesel Fuel (1623.7 gals.)	4,952.29
76969	Wil...	William R. Gift	Unleaded Gasoline (310 gals.)	790.50
76987	Wil...	William R. Gift	Off Road Diesel Fuel (1784 gals.)	5,512.56
76988	Wil...	William R. Gift	Off Road Diesel Fuel (463.0 gals.)	1,430.67
77051	Wil...	William R. Gift	Off Road Diesel Fuel (1099.9 gals.)	3,288.70
77052	Wil...	William R. Gift	Off Road Diesel Fuel (461.7 gals.)	1,380.48
77096	Wil...	William R. Gift	Unleaded Gasoline (370 gals.)	925.00
	Tot...	William R. Gift		19,687.78
5785322	Wl...	Wind River Environmental LLC	Leachate Hauling 3/1-3/15/23 (1,762,393 gals.)	82,127.54
	Tot...	Wind River Environmental LLC		82,127.54
929966	Wl...	Winzer	Misc. Shop Supplies	1,051.68
	Tot...	Winzer		1,051.68
1183	Wir...	Wireback Works	3/1-3/31/23 HR Consulting Services	1,987.17
	Tot...	Wireback Works		1,987.17
Report Total				1,728,619.93

AUDIT COMMITTEE

The following board members of the Delaware County Solid Waste Authority have been Approved to serve as the Audit Committee for the 2022 audit.

1. _____

2. _____

3. _____

Approved: _____

James McLaughlin, Chairman

Date:

ISSUE PAPER

Issue: Contracting with ARM Group as Rolling Hills Landfill Engineering Firm

Background: BAI Group, based in State College, PA has been the Authority's Engineering Firm for the Rolling Hills Landfill for the past 10-15 years. ARM Group, based in Hershey, PA is currently under contract with the Authority to review the possibility of using Del Val processed ash in lieu of dirt for future RHL berms for Phase 2,3 and 4 developments. Phase 2 construction must begin in 2024.

Discussion: BAI Group has served the Authority well as its primary engineer, including the successful permitting and design of the RHL's recent expansion. When changing an engineering firm for a landfill, the optimal time to do so is the time in-between landfill cell development, which is now (filling Phase 1, planning for Phase 2). It is my opinion the Authority will benefit by future use of MSE berms in future cell development (not the current design), whether we use ash or not. ARM has unprecedented expertise in design of MSE berms in Pennsylvania and other states. Their Solid Waste group bench in very deep (see attachment). We have met with ARM group leadership and have spent time with their engineer who will be the primary contact point for routine environmental issues for the landfill.

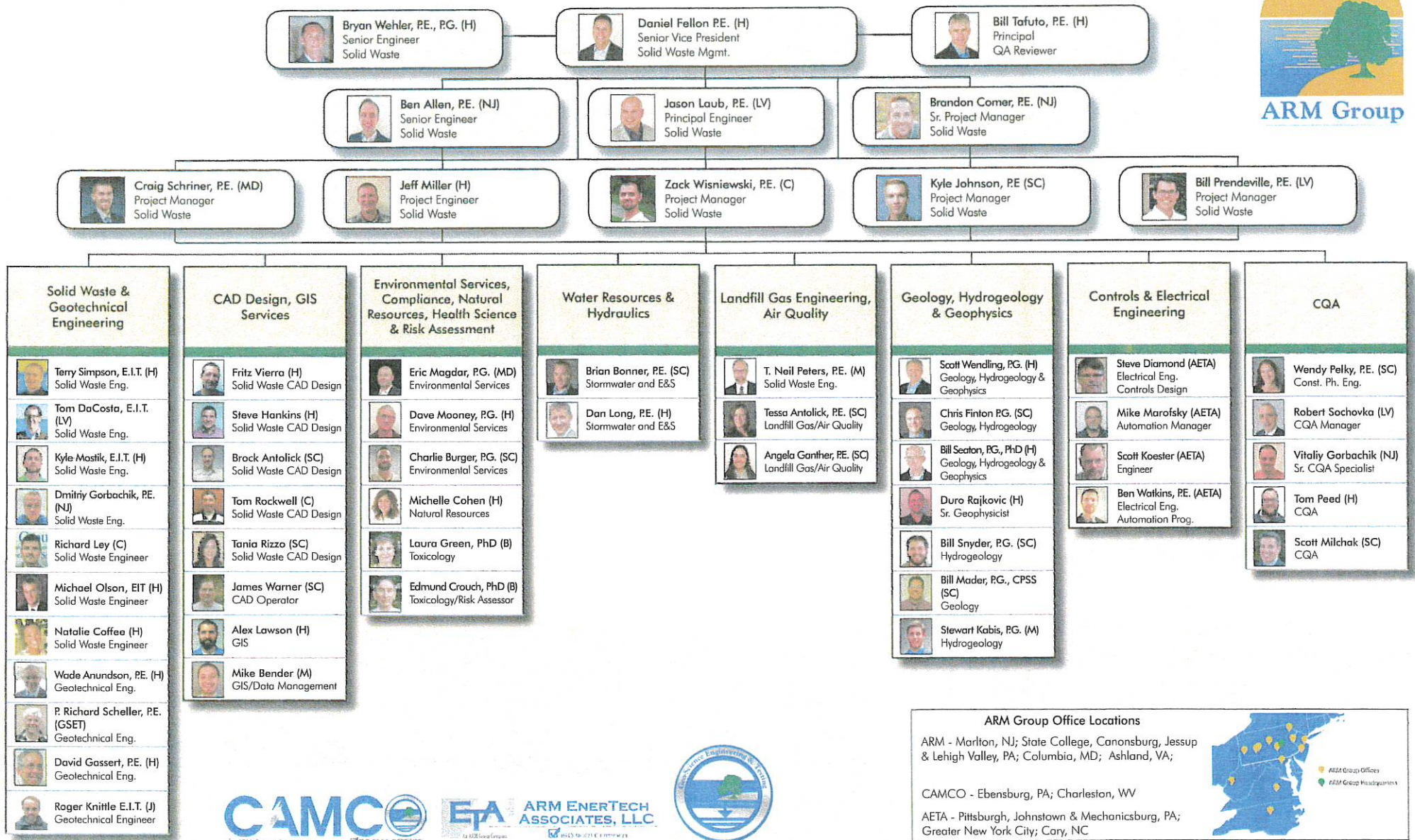
Recommendation: The Board approves contracting ARM Group as the primary engineering firm for the Rolling Hills Landfill

Approved: _____

James McLaughlin, Chairman

Date: April 19th, 2023

ARM GROUP SOLID WASTE TEAM ORGANIZATIONAL CHART



ARM Group Office Locations

ARM - Marlton, NJ; State College, Canonsburg, Jessup & Lehigh Valley, PA; Columbia, MD; Ashland, VA;

CAMCO - Ebensburg, PA; Charleston, WV

AETA - Pittsburgh, Johnstown & Mechanicsburg, PA; Greater New York City; Cary, NC





ARM Group LLC

Engineers and Scientists

CONSULTING RATE SCHEDULE

Effective January 1, 2023 – December 31, 2023

Standard Consulting Rates

Principal Scientist/Engineer	\$165 to \$210/hr
Senior Scientist/Engineer/Project Manager	\$130 to \$195/hr
Project/Construction Manager	\$120 to \$155/hr
Project Scientist/Engineer II	\$110 to \$155/hr
Project Scientist/Engineer I	\$105 to \$135/hr
Staff Scientist/Engineer	\$95 to \$125/hr
Senior CAD Designer/Project GIS Analyst	\$105 to \$127/hr
CAD Designer	\$90 to \$115/hr
CAD Technician I and II	\$85 to \$110/hr
GIS Analyst I and II	\$90 to \$126/hr
Surveyor/Survey Manager	\$90 to \$125/hr
Senior Field Technician	\$70 to \$105/hr
Field Technician I and II	\$55 to \$90/hr
Project Administrative Services	\$70 to \$95/hr

Hydrogeologists, Geophysicists, Aquatic Biologists, and Wetland Specialists are classified under the Scientist title above.

Expert witness testimony, including preparation time, and other special services generally require a dedicated commitment of staff. Therefore, hourly billing rates for providing these dedicated services will be charged at a rate of 150% of the above schedule.

Subcontract and Project Related Expenses

Black & White Copies	\$0.10 each
Color Copies	\$0.60 each
Full Size Plots	\$1.00/sq ft
Mileage	\$0.80/mile
ARM Truck Usage	\$75.00/day

Subcontractor services and direct project expenses are billed at cost plus 15%. ARM-owned equipment, supplies and vehicles are billed on usage basis in accordance with the ARM Equipment and Supply Lists.

Terms for Payment

Invoices are issued monthly and are due upon receipt. Invoices aging past 30 days are subject to a late fee of 1½% per month. Credit cards accepted; invoices paid by credit card will be assessed a 3.5% surcharge.

PRECISE. RESPONSIVE. SOLUTIONS.

1129 West Governor Road, P.O. Box 797, Hershey, PA 17033-0797

**ARM GROUP LLC
STANDARD TERMS AND CONDITIONS**

1.0 GENERAL

ARM Group LLC (ARM) agrees to perform for Client, and Client alone, the services set forth in the Proposal in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of work accomplished, at the time the services are performed. ARM's services shall not be subject to any express or implied warranties whatsoever. Any references to the term services herein shall include Basic Services and authorized Additional Services as defined herein. The Proposal to which these Standard Terms and Conditions apply is valid for 30 days from the date of the Proposal. Beyond that date ARM may elect to extend the time period for providing its services as described in the Proposal as initially written; extend the Proposal with modifications; or nullify the Proposal. In the case of services provided under a single Proposal, but provided over a period of time extended beyond that contemplated in the Proposal, ARM shall be entitled to renegotiate its fee to cover any increased costs or changed conditions associated with the subject time period extension.

2.0 SCOPE OF ARM SERVICES

2.1 Basic Services.

The Basic Services shall consist of those specific services or tasks as described or enumerated in the Proposal.

2.2 Uncertainty of Subsurface Conditions; Changing Conditions Over Time.

Because subsurface conditions are inherently random, variable, and often indeterminate in nature, the professional services rendered by ARM, and opinions provided with respect to such conditions, including the presence or absence of potentially hazardous substances, being performed by ARM in accord with the Proposal (including opinions regarding potential future costs), are not guaranteed to be a representation of actual site conditions or anticipated costs (if such are provided as a service by ARM). In addition, conditions found to exist at the time of ARM's work under the subject Proposal, are subject to change with time as a result of changes that may occur to the subject property or due to the availability of new or additional information.

2.3 Reliability of Existing, Available Information.

ARM may provide Client with a written report ("Report") in connection with the services performed. The Report will present such findings and conclusions as ARM may reasonably make with the information gathered in accordance with the Proposal. In preparing the Report, ARM may review and interpret certain information provided to it by third parties, including government agencies, registries of deeds, testing laboratories and other entities. Client agrees that ARM, in its sole discretion, may rely upon such information, and Client understands that ARM will not conduct an independent evaluation of the accuracy or completeness of such information, and that ARM shall not be responsible for any errors or omissions contained in such information.

2.4 Document Use Restrictions.

Subject to the specific provisions of these Standard Terms and Conditions, and particularly Section 11.0 hereof, any report(s) other related documents including, without limitation, letters, memos, hand-written notes, design drawings, calculations, figures, tables, datasets, and spreadsheets are instruments of service which are prepared for, and made available for the sole use of the Client, and the instruments of service may not be used or relied upon by any other person without the express written consent and authorization of ARM.

3.0 ADDITIONAL SERVICES OF ARM

If mutually agreed by the Client and ARM, ARM shall perform Additional Services that are in addition to Basic Services. Additional Services are not included as part of Basic Services and will be paid by the Client at a negotiated rate. Client agrees that Additional Services, either requested by the Client or recommended by ARM, may be authorized by Client on the basis of verbal authorization provided to ARM by Client's authorized representative. Client acknowledges that authorized Additional Services are subject to these Standard Terms and Conditions, as applicable.

4.0 SERVICES EXCLUDED BY ARM

Services not expressly set forth in writing within the scope of the Proposal are excluded from the scope of ARM's services, and ARM assumes no duty to the Client to perform such services. The services to be performed by ARM shall not include an analysis or determination by ARM as to whether the Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations, except in the case where the Client specifically engages ARM via ARM's Proposal to conduct such an analysis or determination. Except where expressly stated in the Proposal, ARM's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, or treating hazardous substances, hazardous materials, hazardous wastes or petroleum products. ARM's services shall not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors retained by ARM in connection with



ARM's services provided to the Client. Also, unless specifically described or listed in the Proposal, ARM's services do not include sampling of soils, water, air, or other materials.

5.0 RESPONSIBILITIES OF THE CLIENT

5.1 Information.

The Client shall provide all information in its possession, custody, or control which relates to the project site(s), its present and prior uses, or to activities at the site which may bear upon the services of ARM as set forth in the Proposal, including, but not limited to, the following:

- (i) a legal description of the site, including boundary lines and a site plan;
- (ii) historical information as to the prior owners of the site;
- (iii) identification of the location of overhead and underground utilities: underground tanks; waste generation, storage or disposal areas; and structures; information to be provided shall also include available plans of the site;
- (iv) a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services to be provided by ARM; and
- (v) identification, by name, quantity, location, and date, of any releases or handling of hazardous substances (as defined herein).

5.2 Authorized Access to the Project Site/Property.

The Client shall be fully responsible for obtaining the necessary authorizations to allow ARM, its agents, subcontractors and representatives, to have access to the project site and buildings thereon at reasonable times throughout the period of contract performance. ARM will take reasonable precautions to minimize damage to the site from use of equipment, but Client understands that unavoidable damage or alteration of the site may occur and Client agrees to assume responsibility for such unavoidable damage or alteration, including the cost of site restoration, if required.

5.3 Underground Utilities.

Client agrees to assume responsibility for personal and property damages due to ARM's inadvertent interference with or damage to subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided by Client to ARM or in the event that the locations of subterranean structures are not known by Client or not communicated to ARM by Client.

5.4 Reliance Upon Client-Furnished Services, Information or Data.

The services, information, and other data required by this Section to be furnished by the Client shall be provided at the Client's expense, and ARM may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

6.0 PAYMENTS AND INVOICING

ARM will submit invoices for its services to the Client on a monthly basis, and each invoice will cover all sums payable to ARM for services generally provided to Client by ARM and its suppliers and subcontractors for the preceding month. Such invoices shall be in accordance with the scope of services presented within the Proposal and as accepted by the Client. Unit rates and prices for such services shall be invoiced in accord with specific provisions of the Proposal or as otherwise shown on ARM's currently-in-effect Consulting Rate Schedule which is ordinarily attached to each of ARM's proposals. Terms for payment are net: 30 days, and each ARM invoice will specify the due date, accordingly. In authorizing ARM to perform services, Client explicitly agrees to accept and honor these payment terms. Invoices aging past 30 days are subject to a late payment finance charge of 1.5% per month, 18% per annum (simple interest), and such finance charges shall automatically be incurred by Client and shall be due to ARM in the event that the Client fails to honor the specified payment terms. If billings become delinquent, ARM may stop all work until Client's account is brought current, or ARM may withdraw from this engagement. Client acknowledges and agrees that ARM is not required to continue work in the event of Client's failure to pay in accordance with these terms. Client further acknowledges and agrees that, in the event ARM stops work or withdraws from this engagement as a result of Client's failure to pay in accordance with these terms, ARM shall not be liable to the Client for any damages that are incurred as a result of the cessation of work and that Client remains liable for billings up to the date of cessation of services. In the event that ARM incurs costs of collection of overdue accounts, Client also agrees to bear the full collection expense incurred by ARM. Applicable collection costs or expenses shall include and not be limited to attorney fees, court and magistrate costs, postage and express mail services, fees charged by duly authorized collection agencies, and other related costs.

7.0 LIMITATION OF RESPONSIBILITY

7.1 Limitation of Liability.

CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ARM'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER



ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO ARM'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES OF THE CONSULTANT UNDER THIS CONTRACT OR \$50,000.

- i) **Limitation of Liability for Services Provided in Karst Regions:** ARM neither states nor implies that sufficient site and/or subsurface characterization activities have been conducted to avoid all risks associated with the project including, but not limited to: sinkhole development and repair, and associated costs, delays, and other effects to the project; rock removal and associated costs, delays, and other effects to the project; and/or unknown conditions and conditions not expressly described in any work product of ARM. Client must recognize and accept the potential for sinkhole or related feature development at the subject site. The risks and associated costs for addressing sinkhole-related activity lie solely with the project owner, developer, and/or construction contractor, as applicable. ARM accepts no liability whatsoever for sinkhole-related activity and costs arising therefrom, regardless of the services conducted by ARM. ARM's investigation activities and recommendations are intended to help reduce the risk and magnitude of sinkhole-related activity in association with the subject project and any associated response costs, but no guarantee or warranty against sinkhole development and/or related issues, either express or implied, is made by ARM.
- ii) **Geophysical Services:** By their inherent capabilities and limitations, geophysical surveys are not 100-percent accurate, nor can they completely define subsurface conditions. ARM will not accept responsibility for inherent technique limitations, survey limitations, potentially foreseen or unforeseen site-specific conditions, or alleged operator error. Client, Owner, and all persons in any way using or relying on the information collected from this survey will accept all liability for the use, reliance, and actions taken based on the information collected in the survey and contained in the report, and shall hold ARM harmless for any and all damages allegedly resulting from or actually resulting from the information collected from the geophysical services/survey.

7.2 No Special or Consequential Damages.

In no event shall either Client or ARM be liable for special, indirect, or consequential damages whatsoever, including, without limitation, loss of use or loss of profits, incurred by one another or successors, regardless of whether such damages are caused by a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or unprofessional, of either of them or their employees or associates.

7.3 Indemnification.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold ARM, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to: a) services performed by ARM for Client; b) reports, letters, recommendations, designs, illustrations and calculations prepared for Client by ARM; c) ARM's presence on the Client's property or project site(s); or, d) the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the Client's property or project site(s); **except that** Client shall not indemnify ARM against liability for damages to the extent caused by the negligence or misconduct of ARM, its agents, subcontractors, or employees.

7.4 Limitation on Construction-Related Testing and Inspections.

ARM will perform construction-related testing and inspections in accordance with a normal standard of care, but assumes no liability for any damages alleged to arise from ARM's failure to identify, disclose or otherwise recognize work performed by others that does not conform to the applicable construction documents or specifications.

8.0 DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between ARM and Client arising out of or in any way related to the Proposal will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under the Proposal and that dispute requires litigation as provided above, then: (a) Client assents to personal jurisdiction in the State of ARM's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where ARM's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.



9.0 DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that the Basic Services shall immediately become subject to renegotiation or termination.

In the event that the services are terminated because of the discovery of pollutants posing unanticipated risks, Client agrees that ARM shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of the services, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing and in effecting such termination.

Client also agrees that the discovery of unanticipated hazardous substances may make it necessary for ARM to take immediate measures to protect the health and safety of ARM personnel and others, as appropriate. ARM agrees to notify Client as soon as practically possible should unanticipated hazards or hazardous substances or suspected hazards or hazardous substances be encountered. Client authorizes ARM to take measures that in ARM's sole judgment are justified to safeguard ARM's personnel and others, including the general public. Client agrees to compensate ARM for the additional cost associated with such authorized additional steps and measures, pursuant to the provisions of ARM's Consulting Rate Schedule that is then in effect.

10.0 DISPOSITION OF SAMPLES AND EQUIPMENT

10.1 Disposition of Unpolluted Samples.

No samples of unpolluted soil and rock will be kept by ARM unless agreed otherwise.

10.2 Hazardous or Potentially Hazardous Samples and Materials.

In the event that samples and/or materials contain or are suspected to contain substances or constituents that are hazardous or otherwise detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, ARM will, after completion of testing (1) return such samples and materials to Client, or (2) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that ARM is acting as an agent of Client and at no time assumes title to said waste.

10.3 Contaminated Equipment.

All laboratory and field equipment contaminated in performing Basic or Additional Services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

11.0 REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, and other documents resulting from ARM's efforts are intended solely for purposes of the services described by the Proposal; any reuse or changes by Client or others for purposes outside of those described by the Proposal or any failure to follow ARM's recommendations, without ARM's written permission, shall be at the Client's and/or the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by ARM for proper performance of its services. ARM may rely upon Client-provided documents in performing the services described by the Proposal; however, ARM assumes no responsibility or liability for the accuracy of such documents. Client-provided documents will remain property of Client.

All reports, field notes, calculations, estimates, data, spreadsheets, designs, and other documents which ARM prepares are instruments of service, and ARM shall be deemed the author and owner of such instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client's acceptance of ARM's Proposal, ARM grants to Client a non-exclusive license to use these instruments of service in accordance with the provisions of this Section (Section 11.0) conditioned upon Client's full payment of the applicable invoice(s) relating to such instruments of service. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ARM. Any termination of the services offered by ARM in its Proposal prior to completion of the authorized services, or any failure of Client to make full payment of the applicable invoice(s) relating to such services shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of ARM's instruments of service and shall return to ARM within seven days of termination all originals and reproductions of ARM's instruments of service in the Client's possession or control.

ARM will retain all pertinent records relating to services performed for a period of three (3) years following completion of the services described by the Proposal, during which period the records will be made available to Client for review or duplication, at all reasonable times, and at Client's sole expense.



ARM reserves the right to use general descriptive information pertaining to the project and to the services provided by ARM in relation thereto, including images and plans generated by ARM during the course of providing the services described under the Proposal, for business development or marketing purposes. Images or plans prepared by or provided by others will not be used for such purposes without the written permission of the applicable parties.

12.0 TERMINATION

The services offered by the Proposal and accepted by the Client may be terminated by either party by giving seven (7) days written notice to the other party. If this Agreement is terminated, it is agreed that ARM shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges. Within five business days of receipt of all payable amounts due to ARM, ARM will provide Client with all data that ARM collected and work products that ARM completed for Client.

13.0 FORCE MAJEURE

ARM shall not be liable to the Client for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control of ARM.

14.0 SEVERABILITY AND SURVIVAL

Any element of these terms and conditions later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and ARM will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All of these terms and conditions which allocate liability between Client and ARM shall survive the completion of the services hereunder and the termination of services.

15.0 ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of Client and ARM with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should Client utilize its purchase order or any other form to procure services, Client acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall ARM be bound to any term and conditions on such purchase order or other form, regardless of reference to or signature upon such purchase order or other form by ARM. Client shall reference this Agreement on any purchase order or other form it may issue to procure ARM services, but Client's failure to do so shall not operate to modify this Agreement.



ISSUE PAPER

Issue: Leasing office space located at 610 E. Baltimore Pike, Media, PA

Background: For more than 30 years, the Authority has used the second floor of the Hunt Club building in Rose Tree Park for its office space. The building is owned by the county and the Authority does not pay rent to the county. In March, the board approved retaining a real estate broker to begin a search for more updated office space.

Discussion: The current office space is very outdated, has very worn surfaces, and does not provide enough room for growth in personnel. An online search for commercial office space in the Media area uncovered several possible locations being brokered by SSH Real Estate, based in Philadelphia, with an office in Delaware County. SSH was contacted and showed Angie and I four different locations in and around Media. A commercial space at 610 E. Baltimore Pike was shown and has many features that would work for the Authority, including six perimeter offices, a conference room, a separate outside ground level entrance, about 650 sq. ft. of open center space, plenty of free on-site parking and very quick access to US Route 476. The space needs to be redone including new carpet, painting, new drop-ceiling, removal of old office fixtures, and new bathrooms and a new galley kitchen.

The lease proposal is as follows:

COST: \$25.50/sq. ft @ 2619 sq.ft = \$5,563/mo or \$66,785/yr.

TERM: 5-year lease which can be terminated at 3 years with a 9-month notice and a 9-month rent penalty. It can be terminated at 4 years with a 9-month notice and a 6-month rent penalty.

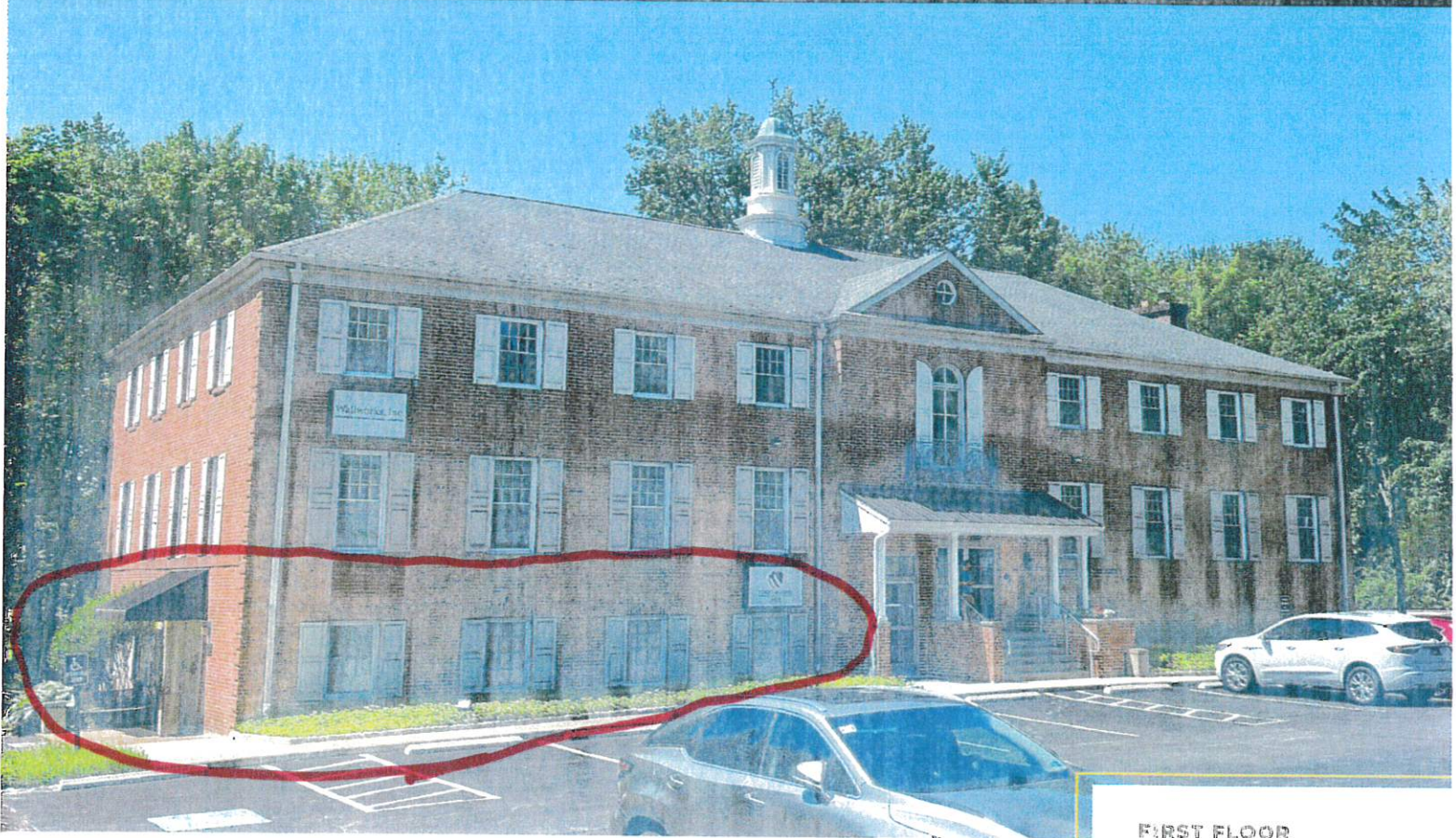
IMPROVEMENTS: A \$40,000 allowance to redo bathrooms and install a kitchenette next to bathrooms using an existing small office. Authority to pay any costs over this at move in.

Recommendation: It is recommended the board authorize the Interim CEO to enter an office lease for space located at 610 E. Baltimore Pike under the terms noted herein or better.

Approved: _____

Jim McLaughlin, Chairman

Date:



FIRST FLOOR
2,619 SF
Available
For Lease

FOR LEASE

Office Space in Media, PA

OVERVIEW

Property Highlights

- Available for Lease:
 - 1st Floor: 2,619 SF
 - 2nd Floor: **- Leased! -**
- Prominent signage on Baltimore Pike in Media
- Elevator served building
- Within close proximity to the Media Borough and other Major Retail
- Convenient access to I-95, Rt 252, Rt 476, and Rt 1

LOCATION

**610 E Baltimore Pike,
Media, PA 19063**

FOR MORE INFORMATION

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