

AGENDA

DELAWARE COUNTY SOLID WASTE AUTHORITY MEETING – WORK SESSION

610 E. Baltimore Pike, Media, PA 19063

December 20, 2023

3:00 PM

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. Approval of the Minutes of the Board of Directors Meetings held on November 8th and November 15th, 2023
6. Authority Update Report: CEO, Brooks Stayer
7. Facility Operations/Development
 - Review: November and YTD 2023 Tonnage Summary
 - Action Item-Approve: Service Truck Utility Body Purchase (\$158,437)
 - Action Item-Approve: Aerial Mapping Services (\$7,800)
 - Action Item-Approve: Contract Extensions (leachate, fuel, and stone/soil)
8. Accounting and Finance Report
 - Review: November and YTD Operating and Capital Budget Report
 - Action Item-Approve: Accounts Payable List for November 2023
 - Action Item-Approve: Engagement Letter from BT-CPA, 2023 Audit (\$21,000)
 - Action Item-Approve: 2024 RHL Disposal Contracts (revenues of \$15M)
9. Strategic Planning, Policy, and Administration:
 - Action Item-Approve: 2024 HHW Event Schedule
 - Action Item-Approve: Workers Comp Insurance (\$36,393)
 - Action Item-Approve: Employee Assistance Program (\$3,750)
10. Solicitor Report
 - Action Item-Approve: Pension Plan Trustee/CEO
11. Other Business
12. Executive Session (HR and Legal)
13. Adjournment

DELAWARE COUNTY SOLID WASTE AUTHORITY

November 15, 2023

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

The pledge of Allegiance was said.

Roll Call

Board Member Attendance:

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

Others In attendance:

- Brooks Stayer, CEO
- James Warner, Consultant
- Michael Clarke, Solicitor
- Samantha Newell, Solicitor
- Jeff Munster, COO

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Minutes of the Board of Directors Meeting held on October 11, 2023 and October 18, 2023 Motion made by Robert Layden; Seconded by Steven Goldfield, motion was passed with no dissenting votes.

No Public Comment

Brooks Stayer, CEO updates on:

- NextEra Contract
- Delegation Agreement
- Delco Rules and Regulations
- RHL Paving Project

John Butler was present but could not participate at this point due to technical difficulties.

October and YTD 2023 Tonnage Summary reviewed.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Purchase a Bomag BC1173RB-5 Waste Compactor from Komatsu America Corporation through the Sourcewell governmental purchasing co-op for a total price of \$1,304,939.27. 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 Purchase a 2024 F-600 Chassis from Tom Masano Ford for a total price of \$ 70,3219.40. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

October and YTD 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 October 2023. Motion made by Robert Layden; Seconded by William Jones, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Authority Observed Holiday Schedule, effective immediately. 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 Delaware County Solid Waste Authority contributing up to \$30,000 to assist the Delaware County Office of Sustainability in paying Michele Nestor, LLC to complete drafting the Delaware County Municipal Waste Management Plan. Motion made by Robert Layden; Seconded by Steven Goldfield, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of hiring ARM Group, LLC as DCSWA's land development engineering firm for development of the two transfer stations in Chester and Marple townships. 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 Adopt the staffing levels and range compensation for 2024. Motion made by Robert Layden; Seconded by William Jones, motion was passed with no dissenting votes.

Solicitor Report:

Upon motion duly made and seconded, and by unanimous vote **Approval** to appoint the Chief Financial Officer to, and remove the Accounting Manager from, the Pension Committee. Motion made by Steven Goldfield; Seconded by William Silverstein, motion was passed with no dissenting votes.

Other Business:

Resignation of Don Vymazal from the Delaware County Solid Waste Authority Board, effective immediately.

The Delaware County Solid Waste Authority Board Members went into an Executive Session: HR-CFO recruitment and Legal.

There being no further business, the meeting was adjourned at 5:23 PM.

**DELAWARE COUNTY SOLID WASTE AUTHORITY
NOVEMBER 2023
OPERATING BUDGET SUMMARY**

	MONTH				YTD			
	Budget	Actual	Variance	%	Budget	Actual	Variance	%
Delaware County Refuse								
Delco Residential	13,281	14,065	784	6%	140,669	149,441	8,772	6%
Delco Commercial	10,744	10,675	(70)	-1%	110,527	113,416	2,889	3%
Delco Direct Residential	5,837	4,135	(1,702)	-29%	61,876	49,760	(12,116)	-20%
Delco Direct Commercial	3,464	4,155	691	20%	44,199	46,723	2,524	6%
Total Tons	33,326	33,029	(297)	-1%	357,271	359,340	2,068	1%
Rolling Hills Landfill								
Covanta Ash	31,004	33,868	2,864	9%	345,473	365,311	19,838	6%
Plymouth Ash	3,307	3,648	341	10%	36,851	44,861	8,010	22%
Berks County	4,307	8,303	3,995	93%	47,997	81,886	33,889	71%
Montgomery County	9,094	6,607	(2,488)	-27%	101,338	81,044	(20,294)	-20%
Residual	0	4,892	4,892		0	55,019	55,019	
Total Tons	47,713	57,317	9,604	20%	531,659	628,122	96,463	18%
System Tons	81,039	90,346	9,307	11%	888,930	987,461	98,531	11%
Delco Tons to RHL	3,360	3,783	423	13%	36,960	39,496	2,536	7%

ISSUE PAPER

Issue: Purchase a 2024 Utility Body for Service Truck

Background: The landfill mechanics require the use of service trucks to perform repairs, service, and maintenance on various pieces of heavy equipment, pumps, generators, etc., located throughout the landfill site and which cannot be readily moved to the shop.

Discussion: The BOD approved the purchase of a Ford F-600 truck chassis in November 2023. The utility body will be installed on the truck chassis by a local vendor. The Utility Body is in the 2024 Capital Budget and is a COSTARS purchase. The major components of the utility body include.

- 1,400-pound capacity 21' telescopic crane with radio remote
- Torsion floor, body reinforcement for corner mount crane
- EnPak Miller A60 (welder, air compressor, hydraulic pump, generator)
- Power Inverter
- Shelving & Drawer package
- Control system (115-amp power cell, controller and 8 button switch panel)
- Backup Camera, lighting, bed liner, etc.

VENDOR	MANUFACT OR	PRICE	BUDGET	BUDGET VARIANC E	CONTRACT
Levan Machine & Truck Equipment	Knapheide	\$158,437	\$180,000	(\$21,653)	COSTARS
Telford Fifty-Five	Maintainer	\$184,235	\$180,000	\$4,235	COSTARS

Recommendation: It is recommended that the Board approve the purchasing of the 2024 Knapheide Utility Body for \$158,374. Funding is available in the approved 2024 capital budget.

Approved: _____ December 20th, 2023

William Silverstein, Chairman

3417 Pricetown Road
 Fleetwood, PA 19522
 Phone: (610) 944-7455
 Fax: (610) 944-0321



Machining, Fabricating
 & Truck Equipment
 Specialists Since 1936

Quotation

Quote Delaware County Solid Waste

To: 583 Longview Road
 Boyertown, PA 19512
 United States

Quote Number: 31767	Contact: Andrew Shane
Quote Date: 12/05/2023	Expires: 01/04/2024
Customer: DE001	Inquiry:
Salesman: Frank Blatt	Terms: Net 30 Days
Ship Via: Installed	Phone: 610-401-7999
FOB: Fleetwood, PA	FAX: 610-689-6099
	Delivery: Pick-Up

Costar Contract # 025-E22-435.

Item	Part Number Description	Quantity	Price	Total Line Price
1	UTILITY BODY To Supply & Install a Knapheide 6132DLR-44, 11' Steel service body on a 2024 Ford F550/F600 4x4, diesel engine, regular cab/chassis w/84"ca, OEM Up-fitter switch panel, Back up camera prep kit & Dual rear wheel. 133.25" Length x 44" Compartment height x 22" Compartment depth x 50" Load space Includes: * Knapheide 6132DLR-44 standard features * 60" Curb side front vertical w/bottle gas retainer * 600 series compartment configuration * Aluminum fuel fill cup * DL Series crane body bumper w/integral outrigger tube, through compartment, (2) square receivers for Vise stand, Vise stand(No Vise) w/Black Levan Spray liner * 2" Receiver hitch w/4-7 wire light plug * LED Surface mount, Stop/Turn/Tail lights * Crane Reinforcement on curb side rear vertical compartment * Torsion floor, body reinforcement for corner mount crane w/no wheel housings * Punched cab guard * (2) Aluminum grab handles at the rear of body w/steps. * Master lock for side compartments * Exterior to be painted Ford Carbonized Gray in Base coat/Clear coat on exterior of body, inside doors & door jambs. * Interior of compartments to remain factory gray prime. * Rear flaps. * Mount Back up camera from O.E.M Supplied prep kit at the rear of the body. * Provisions in bumper for camera wiring. * Enpak 60 base on drivers side of utility body mounted towards front of drivers side compartment.	1	\$155,812.00 /EA	\$155,812.00

Quote Number: 31767 (continued from page 2)

Item	Part Number Description	Quantity	Price	Total Line Price
6	<p>STELLAR CRANE To Supply & install; Stellar 7621 Telescopic crane * 44,840 ft. lb. * Full hydraulic crane * Hydraulic reach to 21' * 1,400 lbs. @ 21' * Four function radio remote * Base in cab to charge remote * Maximum single line speed * Double acting cylinders * Integral counterbalance valves, gear bearing rotation system * Factory white * Boom rest * Hydraulic outriggers, hydraulic down on drivers side & hydraulic out & down on passenger side. * Hydraulic valve to operate outriggers in right rear compartment. * Crane operated from EnPak hydraulic system * 35 Gallon bulkhead mounted hydraulic tank w/partition to protect tank * Re-work spring at rear for crane * Stabilization test & certification * Standard finish</p>	1	\$0.00 /EA	\$0.00
7	<p>LIGHT PACKAGE To Supply & Install a Whelen Amber LED light package as follows; * (2) TLIA flashers on front grill * (2) TLIA flashers on rear of body * (1) MC16PA LED mini bar on bulkhead. * All lights activated from a single switch in the up fitter switch panel.</p>	1	\$0.00 /EA	\$0.00
8	<p>ENPAK Included: Miller EnPak A60 unit Includes; * (1) 907815, EnPak A60GBHW unit, Generator, Battery charge, Hydraulics and welding w/Chassis power. * (1) 951858, Ready to work accessory kit, Includes auxiliary power remote box, 50' weld leads w/holder and clamp and battery charge/jump cables. * (1) 301562 Electrical aux. power panel includes, (1) 230 volt outlet & (2) 110 volt GFCI outlet's mounted in rear compartment. * (1) 300908, Adapter, six wire crane. * 10 Gallon air tank mounted under body * RE7850OLP, Reelcraft hose reel w/50' of 1/2" hose & hose guide in right rear compartment with Roller fairlead cover box at rear. * ARB754, Filter/regulator mounted in passenger side rear compartment * 35 Gallon bulkhead mounted hydraulic tank mounted at front of body bulkhead w/removable divider to protect tank. * Misc. oil & fittings to mount unit.</p>	1	\$0.00 /EA	\$0.00
9	<p>NOTE Due to a variety of colors being provided by manufacturers, gauge of materials used in manufacturing, and the body angles, Levan Machine and Truck Equipment cannot guarantee a 100% paint match.</p>	1	\$0.00 /EA	\$0.00

10.) POWER INVESTOR	\$26,250.00	Total:	\$155,812.00
		Tax	\$0.00
			\$155,812.00

ISSUE PAPER

Issue: Aerial Mapping / Flyover at Rolling Hills Landfill (RHL) for Annual Operations Report (AOR)

Background:

The aerial flyover is performed every year to ensure accurate and up-to-date mapping data to support the 2023 end-of-year Annual Operation Report for RHL. The primary goal is to ensure accurate and up-to-date mapping data for the landfill encompassing approximately 830 acres.

The aerial flyover comprises two integral components: aerial photography and Computer-Aided Design (CAD) mapping services. Aerial photography captures high-resolution images of the landfill, offering a visual representation of its current state. Concurrently, CAD mapping translates these visuals into precise and detailed digital maps with ground elevations, contours, and mapping of existing features. The integration of these technologies facilitates a thorough understanding of the landfill's characteristics, supporting informed decision-making by landfill engineers by determining existing locations of significant site features, waste density, compaction, and-most notably, remaining airspace or landfill capacity.

Quote Results:

The scope of work called for aerial photography of approximately 850 acres and digital mapping of approximately 270 acres. The delivery is to be provided by link to download digital mapping.

The results are summarized below.

Company	Total Cost
Apex Companies, LLC	\$7,800.00
Spotts, Stevens and McCoy (SSM)	\$13,300.00
RTR Energy Solutions, Inc.	\$16,495.00

Quote Comparison and Analysis:

The landfill engineering consultant, ARM Group, thoroughly compared and analyzed the proposals from the three companies. The assessment considered factors such as the comprehensiveness of the services offered, ability to provide timely deliverables, and the cost-effectiveness of each proposal.

Recommendation:

Based on the comparison and analysis of the proposals by ARM Group, it is recommended that the Board of Directors award the contract to Apex Companies, LLC, for a Total Contract Price of \$7,800.00.

Approved: _____ December 20th, 2023

William Silverstein, Chairman

ISSUE PAPER

Issue: Approval of Multiple Contract Extensions for RHL Services Providers

Background: The Authority has separate existing 1-year contracts for various products and services at the Rolling Hills landfill (RHL). These agreements are with 1.) Wind River Environmental LLC for leachate hauling, 2.) Penn Petroleum Inc. for delivery of fuel, and 3.) Martin Stone Quarries, Inc for supply of different classifications of stone and soil.

Discussion: All three agreements allow for the extension of the Term. The leachate hauling and stone and soil purchases allow for an extension of 1 year. The fuel delivery contract can be extended for 90 days. Staff have determined that it is in the best interest of the Authority and RHL operations to extend all the agreements, as the pricing is fair and the services and/or products have been satisfactory.

Recommendation: It is recommended the Board of Directors approve contract extensions for leachate hauling, fuel delivery and stone and soil purchases to the companies noted above.

Approved: _____ December 20th, 2023

William Silverstein, Chairman

DELAWARE COUNTY SOLID WASTE AUTHORITY
CONTRACT BETWEEN AUTHORITY AND CONTRACTOR
OFF-ROAD DIESEL FUEL AND UNLEADED GASOLINE

THIS CONTRACT made this 20th day of December, 2022 by and between Delaware County Solid Waste Authority, 583 Longview Road, Boyertown, PA 19512 (hereinafter "OWNER") and Penn Petroleum, Inc., T/A William R. Gift Oil Company (hereinafter "CONTRACTOR").

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

The CONTRACTOR shall provide Off-Road Diesel Fuel and Unleaded Gasoline to the OWNER per the following specifications and in accordance with this Contract:

1. Estimated Quantity of 50,000 gals. Off-Road Diesel Fuel (Grade No. 2-D S15, Summer Blend) and Estimated Quantity of 50,000 gals. Off-Road Diesel Fuel (Grade No. 2-D S15, Winter Blend) to be delivered to OWNER'S existing 500 gallon and two (2) 1,000 gallon Dual Contained Tanks – Based upon past experience, it is expected that the majority of deliveries will be required to be made on a frequency of once every week. Based upon actual equipment usage as determined by the OWNER, it may also be necessary to require deliveries on a frequency varying from deliveries once a day on consecutive days to deliveries once every five (5) days through once every approximately ten (10) days.
2. Estimated Quantity of 12,000 gals. Unleaded Conventional Gasoline (Minimum Antiknock Index = 87) to be delivered to OWNER'S existing 1,000 gallon Dual Contained Tank – Based upon past experience, it is expected that the majority of deliveries will be required to be made on a frequency of once every fifteen (15) days. Deliveries in addition to once every fifteen (15) days shall be made if requested by OWNER.
3. All deliveries to the site shall be from Pennsylvania State Route 73 via Shenkel Road to the entrance gate at 2 Shenkel Road. All delivery vehicles leaving the site shall use the same route.
4. Invoices are to be sent to Delaware County Solid Waste Authority, 583 Longview Road, Boyertown, PA 19512

ARTICLE 2 – TERM

This Contract will be effective from December 21, 2022 to December 31, 2023. **OWNER has the sole right to extend this Contract for a period of ninety (90) days with notice to CONTRACTOR.**

OWNER may withhold payment and/or terminate this Agreement effective immediately for lack of performance by CONTRACTOR.

OWNER may terminate this Agreement for any reason following 30-days written notice to CONTRACTOR.

ARTICLE 3 - PRICE AND PAYMENT

The parties agree that OWNER shall pay CONTRACTOR the amount of \$0.20 per gallon over the market price on the day of delivery (documentation necessary) for Off-Road Diesel Fuel and Unleaded Gasoline in accordance with CONTRACTOR's Proposal, and the specification contained in this Contract, subject to an Escalator and/or De-escalator Clause to be determined by the market price on the day of delivery.

Invoices are to be sent on a weekly basis to Delaware County Solid Waste Authority, 583 Longview Road, Boyertown, PA 19512 or emailed to wmarburger@dcswa.net. OWNER shall pay CONTRACTOR the invoiced amount, unless disputed, within thirty (30) days of receipt thereof.

ARTICLE 4 - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise this Contract between OWNER and CONTRACTOR are made a part hereof and consist of the following:

- 4.1 This Contract
- 4.2 Specifications
- 4.3 Performance Bond
- 4.4 Insurance Certificate
- 4.5 Anti-Collusion Affidavit

ARTICLE 5 - PERFORMANCE BOND

CONTRACTOR shall furnish a bond guaranteeing the performance of this Contract, in the amount of \$550,000, 100% of the Contract Price based on the estimate of gallons to be provided as set forth on this Contract. Upon failure of the CONTRACTOR to furnish such bond within the time requirements, the award and this Contract shall be void, at the OWNER's election.

ARTICLE 6 - MISCELLANEOUS

Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the CONTRACT DOCUMENTS, and, specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER.

OWNER and CONTRACTOR each binds itself/himself, their partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.

The CONTRACT DOCUMENTS constitute the entire agreement between OWNER and CONTRACTOR and may only be modified by a duly executed written instrument.

CONTRACTOR agrees to indemnify and save harmless OWNER, its employees, agents, and representatives from all suits or actions of every nature and description brought against it or them.

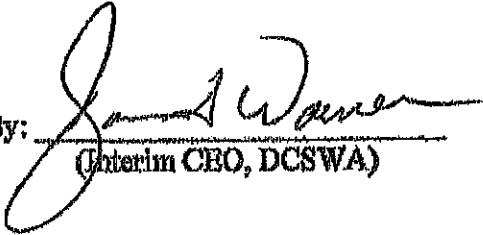
CONTRACTOR shall comply with all local, state and federal laws and regulations in performing the Work in accordance with this Contract.

All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, facsimile, or by overnight delivery service providing proof of receipt, addressed as follows:

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

DELAWARE COUNTY SOLID
WASTE AUTHORITY (DCSWA):

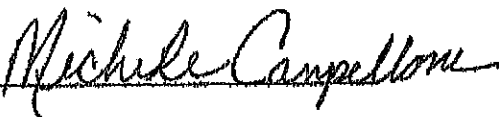
CONTRACTOR:

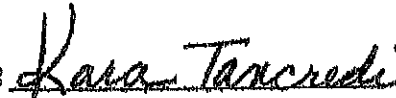
By: 
(Interim CEO, DCSWA)

By: 
(Signature) Controller

James D. Whiver

Ben Zimmerman
(Print Name) Controller

Attest: 

Attest: 

Address for giving notice
Delaware County Solid Waste Authority
583 Longview Road
Bovertown, PA 19512

Address for giving notice
Penn Petroleum, Inc.
T/A William R. Gift Oil Company
2314 Farmington Avenue
P. O. Box 329
Bovertown, PA 19512

(If CONTRACTOR is a corporation attach evidence of authority to sign.)

Form of Procurement Contract Agreement
Furnish and Deliver Various Classification of Stone and Soil

THIS AGREEMENT, made this **18th** day of **January** A.D. **2023** between Delaware County Solid Waste Authority (hereinafter called OWNER) of the one part and **Martin Stone Quarries, Inc.** (hereinafter called CONTRACTOR) of the other part, WITNESSETH:

- The CONTRACTOR, in consideration of the acceptance of the Bid of the CONTRACTOR, which is hereinafter set forth and the award of the Contract therein, this the **18th** day of **January 2023**, agrees to furnish and deliver all the goods and materials to the satisfaction of the OWNER, at Rolling Hills Landfill, Shenkel Road, Earl Township, Berks County, Pennsylvania, in strict and entire conformity and compliance with the Invitation for Bids, Addenda (if any), Instructions to Bidders, Bid Form, Form of Agreement, Procurement Contract General Conditions, Specifications, and Exhibits (if any), which are attached hereto, and made a part hereof and marked Exhibit "A", and are likewise herewith delivered to the CONTRACTOR, receipt whereof is also hereby acknowledged, as fully and with the same force and effect as if the same had been set forth at length in the body of this Procurement Contract Agreement.
- In consideration of the above, the OWNER agrees to pay to the CONTRACTOR for the faithful performance and completion of said work in current funds as follows in accordance with the CONTRACTOR'S Bid, which is attached hereto and made a part hereof and marked Exhibit "B", and specifications, copies of which are herewith delivered to the CONTRACTOR:

Item No.	Estimated Quantity (Tons)*	Description	Material Price	Hauling Price	Total Price**
1.	16,000	Protective Cover Aggregate	<u>\$15.25</u>	<u>\$5.35</u>	<u>\$329,600.00</u>
2.	4,000	PADOT 2A Modified	<u>\$ 8.50</u>	<u>\$5.35</u>	<u>\$ 55,400.00</u>
3.	10,000	AASHTO #1	<u>\$12.75</u>	<u>\$5.35</u>	<u>\$181,000.00</u>

*1 Ton = 2,000 Pounds

**Total Price = Estimated Quantity x Material & Hauling Price

TOTAL CONTRACT PRICE **\$566,000.00**

1-3. Percentage of cost related to fuel **10%**

Fuel Escalation Factor

Bidder shall specify the percentage of the hauling cost that is assumed for fuel. On a weekly basis, the fuel price will be adjusted based on the weekly average cost of fuel specified by the US Department of Energy, Energy Administration Agency for the Central Atlantic area:

(<https://www.eia.gov/oog/info/wohdp/diesel.asp>). Fuel cost adjustments may be either positive or negative. Bidders shall base this bid on a diesel fuel cost of \$5.977/gallon specified by

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USEIA for week beginning 11/7/22. The weekly change will be applied to the number of tons hauled during that week. For example, the total hauling cost is \$1/ton, and 20% of that cost (i.e., \$0.20/ton) is assumed to be fuel costs. If the average fuel cost rose to \$6/gallon, the fuel bid price would increase by the same ratio as the cost of fuel per the formula below:

$$\frac{\text{New Fuel Cost}}{\text{Base Fuel Cost}} \times (\% \text{ cost for fuel}) \times (\text{Hauling Costs}) + (\text{Hauling Costs} \times (1.0 - (\% \text{ cost for fuel})))$$

$$[(\$6.00 / \$5.234) * 20\% * \$1.00] + [\$1.00 * (1.0 - 20\%)] = \$1.0293/\text{ton (new hauling cost)}$$

Term Extension: Owner and Contractor agree this contract will be extended for a period of two (2) years upon agreement of mutually acceptable terms.

Contract Time will start on Effective Date of Procurement Contract Agreement. Late delivery of Contract Items is subject to Liquidated Damages as specified in Paragraph 3.4 of the Procurement General Conditions.

3. The CONTRACTOR hereby acknowledges to have received a full bound copy of this Procurement Contract Agreement and that there are, or were, no oral or written statements or agreements, or any adding to, taking from or modifying this Procurement Contract Agreement, or inducing it to be signed.
4. IN WITNESS WHEREOF, the parties hereto have signed this Procurement Contract Agreement in duplicate. One copy has been delivered to OWNER and one copy delivered to CONTRACTOR. All portions of the Procurement Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Procurement Agreement will be effective on January 30, 2023.
(To be filled in by DCSWA)

DELAWARE COUNTY SOLID
WASTE AUTHORITY (DCSWA):

CONTRACTOR:

By: _____
(Interim CEO, DCSWA)

By: _____
(Signature)

(Print Name)

Attest: _____

Attest: _____

Address for giving notice
583 Longview Road
Boyertown, PA 19512

Address for giving notice
1355 North Reading Avenue
Bechtelsville, PA 19505
(If CONTRACTOR is a corporation attach evidence of authority to sign.)

Approved at Board Meeting held January 18, 2023.

Form of Service Contract Agreement
**Leachate Hauling from the Rolling Hills Landfill Site to Several Approved
Wastewater Treatment Facilities**

THIS AGREEMENT, made this **16th** day of **November** A.D. **2022** between Delaware County Solid Waste Authority (hereinafter called OWNER) of the one part and **Wind River Environmental LLC** (hereinafter called CONTRACTOR) of the other part, WITNESSETH:

1. The CONTRACTOR, in consideration of the acceptance of the Bid of the CONTRACTOR, which is hereinafter set forth and the award of the Contract therein, this the **16th** day of **November** **2022**, agrees to provide Leachate Hauling from the Rolling Hills Landfill Site to Several Approved Wastewater Treatment Facilities to the satisfaction of the OWNER, at Rolling Hills Landfill, Shenkel Road, Earl Township, Berks County, Pennsylvania, in strict and entire conformity and compliance with the Notice to Bidders, Addenda (if any), Bid Information and Instructions, Bid Form, Contract Terms and Conditions, General Terms and Conditions and Specifications, which are attached hereto, and made a part hereof and marked Exhibit "A", and are likewise herewith delivered to the CONTRACTOR, receipt whereof is also hereby acknowledged, as fully and with the same force and effect as if the same had been set forth at length in the body of this Service Contract Agreement.

2. In consideration of the above, the OWNER agrees to pay to the CONTRACTOR for the faithful performance and completion of said work in current funds as follows in accordance with the CONTRACTOR'S Bid, which is attached hereto and made a part hereof and marked Exhibit "B", and Specifications, copies of which are herewith delivered to the CONTRACTOR:

**Leachate Hauling from the Rolling Hills Landfill Site to Several Approved
Wastewater Treatment Facilities:**

CONTRACT PRICES:

Base Flow Hauling (≤180,000 gallons/day)

Bid Item No.	Description	Unit Price
1.0	Hauling Cost – Pottstown WWTP	\$0.0466/gal.
1.0.a	Percentage of cost related to fuel	10%
1.0.b	Weekend/Holiday/Emergency	\$0.00/load
2.0	Hauling Cost – DELCORA	\$0.0699/gal.
2.0.a	Percentage of cost related to fuel	10%
2.0.b	Weekend/Holiday/Emergency	\$0.00/load

SEE
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TOTAL CONTRACT UNIT PRICE (BASE FLOW) \$0.0466/gal. Pottstown
TOTAL CONTRACT UNIT PRICE (BASE FLOW) \$0.0699/gal. DELCORA

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High Flow Hauling (>180,000 gallons/day)

Bid Item No.	Description	Unit Price
1.0	Hauling Cost – Pottstown WWTP	\$0.0466/gal.
1.0.a	Percentage of cost related to fuel	10%
1.0.b	Weekend/Holiday/Emergency	\$0.00/load
2.0	Hauling Cost – DELCORA	\$0.0699/gal.
2.0.a	Percentage of cost related to fuel	10%
2.0.b	Weekend/Holiday/Emergency	\$0.00/load

TOTAL CONTRACT UNIT PRICE (BASE FLOW) \$0.0466/gal. Pottstown
TOTAL CONTRACT UNIT PRICE (BASE FLOW) \$0.0699/gal. DELCORA

Term Extension: Owner and Contractor agree this contract will be extended for a period of two (2) years upon agreement of mutually acceptable terms.

Fuel Escalation Factor

Bidder shall specify the percentage of the hauling cost that is assumed for fuel. On a monthly basis, the fuel price will be adjusted based on the weekly average cost of fuel specified by the US Department of Energy, Energy Administration Agency for the Central Atlantic area: (<https://www.eia.gov/oog/info/wohdp/diesel.asp>). Fuel cost adjustments may be either positive or negative. Bidders shall base this bid on a diesel fuel cost of \$4.994/gallon specified by USEIA for week beginning 10/3/22. The monthly change will be applied to the number of gallons of leachate hauled during that month. For example, the total hauling cost is \$1/gallon, and 20% of that cost (i.e., \$0.20/gallon) is assumed to be fuel costs. If the average fuel cost rose to \$6/gallon, the fuel bid price would increase by the same ratio as the cost of fuel per the formula below:

$$\frac{\text{New Fuel Cost}}{\text{Base Fuel Cost}} \times (\% \text{ cost for fuel}) \times (\text{Hauling Costs}) + (\text{Hauling Costs} \times (1.0 - (\% \text{ cost for fuel})))$$

$$[(\$6.00 / \$5.234) * 20\% * \$1.00] + [\$1.00 * (1.0 - 20\%)] = \$1.0293/\text{gallon (new hauling cost)}$$

Notes

The Bidders shall make the following assumptions in preparation of the bid:

- DCSWA estimates that the facility will generate 45,000,000 gallons of leachate in 2023. Flow rates will vary depending on the season and precipitation events.
- It is estimated that, on average, it will be necessary to transport 125,000 gallons per day from the facility. Hauling up to 180,000 gallons per day will be considered under the base flow hauling costs.
- Hauling leachate above 180,000 gallons per day will be considered under the high flow hauling costs and will be determined by DCSWA. Note that only the portion of the leachate hauled on a given day above the 180,000 gallons will be considered high flow. The first 180,000 gallons will be paid at base flow rate.
- Contractor will coordinate weekly with DCSWA in monitoring the volume of leachate stored onsite and will plan leachate transport accordingly.

- During periods of increased or heavy rain, Contractor will provide additional haulage to maintain total leachate storage at the facility below one million (1,000,000) gallons. Contractor will also provide additional haulage prior significant storm events to reduce the stored leachate as much as feasible prior to the storm event.
- Failure to maintain leachate storage below one million (1,000,000) gallons may result in penalties to be applied to the contract.
- Contractor shall provide a Manifest all leachate disposed. The Manifest shall identify the number of gallons disposed.

3. The CONTRACTOR hereby acknowledges to have received a full bound copy of this Procurement and Installation Contract Agreement and that there are, or were, no oral or written statements or agreements, or any adding to, taking from or modifying this Procurement and Installation Contract Agreement, or inducing it to be signed.

4. IN WITNESS WHEREOF, the parties hereto have signed this Procurement and Installation Contract Agreement in duplicate. One copy has been delivered to OWNER and one copy delivered to CONTRACTOR. All portions of the Procurement and Installation Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Service Contract Agreement will be effective on January 1, 2023.
(To be filled in by DCSWA)

DELAWARE COUNTY SOLID
WASTE AUTHORITY (DCSWA):

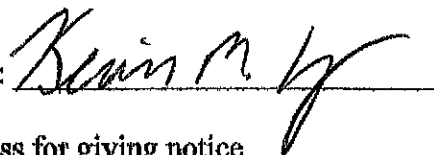
By: _____
(Interim CEO, DCSWA)

CONTRACTOR:

By: 
(Signature)

William N Marchionne III
(Print Name)

Attest: _____

Attest: 

Address for giving notice
583 Longview Road
Bovertown, PA 19512

Address for giving notice
5 Holland Street
Salunga, PA 17538
(If CONTRACTOR is a corporation attach evidence of authority to sign.)

Approved at Board Meeting held November 16, 2022

**DELAWARE COUNTY SOLID WASTE AUTHORITY
NOVEMBER 2023
OPERATING BUDGET SUMMARY**

	Month				YTD			
	Budget	Monthly	Variance	Variance %	YTD Budget	YTD	Variance	Variance %
REVENUE								
Delco Residential	\$1,051,080	\$1,168,009	\$116,929	11%	\$11,133,059	\$12,408,406	\$1,275,347	11%
Delco Commercial	\$866,565	885,993	19,428	2%	\$8,914,334	\$9,419,500	505,166	6%
Delco Direct Residential	\$454,000	343,184	(110,815)	-24%	\$4,812,890	\$4,077,175	(735,715)	-15%
Delco Direct Commercial	\$286,152	344,824	58,672	21%	\$3,651,440	\$3,852,895	201,455	6%
Covanta Ash	684,257	723,219	38,962	6%	\$7,624,577	\$7,686,659	62,082	1%
Plymouth Ash	72,326	82,369	10,043	14%	\$805,918	\$1,002,782	196,864	24%
Berks County	224,894	464,628	239,734	107%	\$2,505,957	\$4,574,194	2,068,238	83%
Montgomery County	544,032	390,653	(153,379)	-28%	\$6,062,074	\$4,809,263	(1,252,811)	-21%
Residual	0	229,534	229,534		\$0	\$2,551,567	2,551,567	
Grants	4,167	0	(4,167)	-100%	\$45,834	\$174,106	128,273	280%
Miscellaneous	5,000	20,987	15,987	320%	\$55,000	\$326,185	271,185	493%
Total Revenue	\$4,192,472	\$4,653,400	\$460,928	11%	\$45,611,082	\$50,882,732	\$5,271,650	12%
Discounts		77,632	77,632			\$887,820	887,820	
Total Net Revenue	\$4,192,472	\$4,575,768	\$383,296	9%	\$45,611,082	\$49,994,912	\$4,383,830	10%
EXPENSES								
Administration	\$239,195	\$188,178	(\$51,017)	-21%	\$2,652,981	\$2,335,091	(\$317,890)	-12%
Operations	474,954	360,428	(114,526)	-24%	\$5,317,974	\$4,774,568	(543,406)	-10%
Contract Hauling	850,486	845,921	(4,565)	-1%	\$8,892,344	\$8,952,839	60,495	1%
Covanta Processing	1,358,587	1,326,447	(32,140)	-2%	\$14,540,231	\$14,372,127	(168,104)	-1%
Delco Host Fees	59,984	57,609	(2,375)	-4%	\$641,209	\$634,367	(6,842)	-1%
RHL Host Fees	382,653	391,880	9,227	2%	\$4,258,442	\$4,328,157	69,715	2%
HHW Events/Recycling	7,046	2,330	(4,716)	-67%	\$77,505	\$36,385	(41,120)	-53%
Total Expenses	\$3,372,905	\$3,172,794	(\$200,111)	-6%	\$36,380,685	\$35,433,533	(\$947,152)	-3%
Debt P & I Payments	\$60,950	\$60,950	\$0		\$670,450	\$670,450	\$0	
Operating Surplus (Deficit)	\$758,617	\$1,342,025	\$583,407	77%	\$8,559,946	\$13,890,929	\$5,330,982	62%

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

Capital Budget 2023		\$6,280,000
Capital Expense YTD 2023		<u>\$6,061,987</u>
Capital Budget Balance 2023		\$218,013
	Summary	
Net Operating Surplus November 2023		\$1,342,025
Capital Expense November 2023		\$618,750
Capital Reserve Contribution		\$0
Operating Account Contribution from Operating Surplus		\$723,275
Capital Reserve Account Beginning Balance as of 11/01/23		\$5,914,475
Capital Reserve Account Interest		\$26,953 (5.54%)
Capital Reserve Account Ending Balance as of 11/30/23		\$5,941,428
Republic Operating Account Beginning Balance as of 11/01/23		\$1,257,236
Republic Operating Account Interest		\$3,631 (1.56%)
Republic Operating Account Ending Balance as of 11/30/23		\$3,710,539
PLGIT Short-Term Account Balance as of 11/30/23		\$4,677,167 (5.29%)
Total Account Balances		<u>\$14,329,134</u>
Restricted Accounts		
PLGIT Landfill Closure/PC Account Balance as of 11/30/23		\$1,128,740 (5.54%)

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
Jan 2024 Rent	61...	610 Baltimore Pike LLC	January, 2024 Lease @ 610 E. Baltimore Pike	5,565.38
	Tot...	610 Baltimore Pike LLC		5,565.38
A14649	A. ...	A. N. Lynch Co., Inc.	10/30,31&11/10/23 Install Main Gate Site Lights,Camera Power	13,073.50
A14651	A. ...	A. N. Lynch Co., Inc.	11/1/23 Demo Well House Electric (3 hrs.)	225.00
A14650	A. ...	A. N. Lynch Co., Inc.	11/1/23 Install Camera Conduit @ Scalshouse (5 hrs.)	753.00
A14643	A. ...	A. N. Lynch Co., Inc.	11/27/23 Install 2X4 Light Fixtures @ Admin. Blding. (8 hrs.)	609.17
	Tot...	A. N. Lynch Co., Inc.		14,660.67
1050-1000201...	Abila	Abila	12/2/23-1/1/24 MIP HR & EWS Cloud	294.40
1050-1000201...	Abila	Abila	1/2-2/1/24 MIP Cloud Conversion Subscription	740.74
1050-1000193...	Abila	Abila	10/2-11/1/23 MIP HR & EWS Cloud	294.40
1050-1000195...	Abila	Abila	MIP Drillpoint Discovery/Training & EWS Go Live (4 hrs.)	140.92
	Tot...	Abila		1,470.46
5330261792	Ara...	Aramark	Employee Weekly Uniform Rentals (3) Transfer Stations	61.21
6330167086	Ara...	Aramark	Employee Weekly Uniform Rentals (3) Transfer Stations	63.33
5330268354	Ara...	Aramark	Employee Weekly Uniform Rentals (3) Transfer Stations	61.21
5330264745	Ara...	Aramark	Employee Weekly Uniform Rentals (3) Transfer Stations	61.21
5330271447	Ara...	Aramark	Employee Weekly Uniform Rentals (3) Transfer Stations	61.21
	Tot...	Aramark		308.17
0011805	AR...	ARM Group LLC	Phase 2A Engineering & CQA (10/1-31/23)	38,401.67
0011647	AR...	ARM Group LLC	DCSWA Transfer Stations Land Development (10/1-31/23)	460.00
	Tot...	ARM Group LLC		38,861.67
305617	Bor...	Berntsen	60in. White Boundary Marker Post #CBM6001 (100)	2,320.15
305617A	Ber...	Berntsen	Freight Charges	320.15
	Tot...	Berntsen		2,640.30
111623	BL...	Blazosky Associates, Inc.	2022 RHL Annual Report (10/1-10/28/23)	70.00
	Tot...	Blazosky Associates, Inc.		70.00
111466	BO...	Borough of Pottstown	11/23 Leachate Treatment (2,223,266 gals.)	35,349.93
	Tot...	Borough of Pottstown		35,349.93
4390191	CH...	Chester Water Authority	9/26-10/25/23 Water Bill	757.17
	Tot...	Chester Water Authority		757.17
5184071692	Cin...	Cintas First Aid & Supplies	Acct. #10511656 Misc. First Aid Supplies - RT	82.88
4174544782	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (14), Coveralls (2) & Mat(5)	621.26
4175358156	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (14), Coveralls (2) & Mat(5)	621.26
4173185268	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (15), Coveralls (2) & Probost	966.37
4176036099	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (14), Coveralls (2) & Mat(5)	626.23
4173904084	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (14), Coveralls (2) & Mat(5)	562.39
	Tot...	Cintas First Aid & Supplies		3,480.39
1296398	CO...	Commonwealth of PA-Clean Air	NPDES Permit No. PA0040860 - Minor IW Facility w/ELG Fee	3,000.00
	Tot...	Commonwealth of PA-Clean Air		3,000.00
34424	CO...	Computer Center of North Ameri	Update Existing PC to replace Wendy's PC (1.5 hrs.)	180.00
34418	CO...	Computer Center of North Ameri	11/8/23 Prepare for Zoom Meeting&Check Server Backups@610 E	240.00

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
34422	CO...	Computer Center of North Ameri	11/21 & 11/26/23 Work w/J. Manley Cleanup PC @ Plt.#1	300.00
34419	CO...	Computer Center of North Ameri	Travel to Plt.#3 to make Image of PC to Restore onto Spare	720.00
	Tot...	Computer Center of North Ameri		1,440.00
1123_DCSWA	Co...	Covanta Delaware Valley	November, 2023 Waste Disposal	603,228.44
1123_DCSWA	Co...	Covanta Delaware Valley	November, 2023 Waste Disposal	57,609.00
	Tot...	Covanta Delaware Valley		660,837.44
19888157 112223	CR...	Crystal Springs	Spring Water Supply & Mthly. Rental (Site/Office)	341.73
	Tot...	Crystal Springs		341.73
112423P	DE...	Delaware Co. Solid Waste Auth.	Employees Pension Contribution	3,579.20
120823P	DE...	Delaware Co. Solid Waste Auth.	Employees Pension Contribution	3,700.61
	Tot...	Delaware Co. Solid Waste Auth.		7,279.81
28066	EH...	EHD (Engle-Hambright & Davies)	Business Auto Insurance Policy (9/16/23-9/16/24)	23,408.00
27968	EH...	EHD (Engle-Hambright & Davies)	12/31/23-12/31/24 REN Policy Service Fee	4,500.00
	Tot...	EHD (Engle-Hambright & Davies)		27,908.00
8-323-93556	FE...	Federal Express Corporation	Fedex Pak - LF	8.42
8-331-16833	FE...	Federal Express Corporation	Fedex Envelope - LF	10.26
8-316-79698	FE...	Federal Express Corporation	Fedex Envelope - LF	8.17
	Tot...	Federal Express Corporation		26.85
29357	Fos...	Foster & Foster, Inc.	Actuarial & Consulting Services (1/1-12/31/23)	19,825.00
	Tot...	Foster & Foster, Inc.		19,825.00
INV1353702	FR...	Fraser Advanced Info. System	Contract CT5955-01 11/13-12/12/23-Sharp MX3050V Copier/Scann	180.00
INV1357021	FR...	Fraser Advanced Info. System	Contract CT10446-01 11/25-12/24/23 - Sharp MX3071 Copier/Sea	154.00
	Tot...	Fraser Advanced Info. System		334.00
1222980	Ga...	GasTec Enterprises	Propane (1491.9 gals.) Maintenance Bldg.	2,982.31
	Tot...	GasTec Enterprises		2,982.31
93432	Ge...	Gehring Mechanical	HP-5 Lennox Heat Pump Service Call (NO Heat) Admin, Bldg.	131.50
	Tot...	Gehring Mechanical		131.50
SIN00118378	GL...	Foley, Inc.	PM4 Service per Maint. Agreement-CAT 826K Compactor	5,990.81
INV0203823	GL...	Foley, Inc.	Locknut #8T4778 & Screw #1592953 (11 ea.) 279D Skid Steer	70.40
INV0195939	GL...	Foley, Inc.	Park Brake Switch Assembly #5263825 - #3 D7-17 Dozer	39.55
INV0196062	GL...	Foley, Inc.	Track Adjuster Grease Valve #3577540 (2) #1 316FL Excavator	61.16
	Tot...	Foley, Inc.		6,161.92
27583	GR...	Graber Letterin', Inc.	6ft.X4ft. 3mm SCALEHOUSE & RECYCLING CTR Hours Signs(2)	790.00
27590	GR...	Graber Letterin', Inc.	20in.X48in. 1/2in. PVC w/Digital Print Graphics DCSWA	265.00
	Tot...	Graber Letterin', Inc.		1,055.00
PSO514957-1	Gr...	GT & E LLC	Fuel Cap #AT34285 - #5 JD 750L Dozer	145.62
	Tot...	GT & E LLC		145.62

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
231110416936	Hig...	Highmark Blue Shield	Vision Insurance 12/1-31/23	<u>316.28</u>
	Tot...	Highmark Blue Shield		316.28
177514	JO...	John J. McIntyre Sons, Inc.	11/29/23 Perform Qtrly. Scale Calibration-Plt.#3	<u>954.00</u>
	Tot...	John J. McIntyre Sons, Inc.		954.00
153	Kat...	Kathryn Sandoe LLC	November, 2023 Consulting	<u>450.00</u>
	Tot...	Kathryn Sandoe LLC		450.00
358916	Ke...	Keystone Fire Protection Co.	Perform Annual Sprinkler Inspection - Plt.#1	517.00
358791	Ke...	Keystone Fire Protection Co.	Annual Sprinkler System & Backflow Inspection - Plt.#3	663.00
355737	Ke...	Keystone Fire Protection Co.	Fire Alarm Monitoring Agreement 10/1/23-9/30/24 - Plt.#3	<u>360.00</u>
	Tot...	Keystone Fire Protection Co.		1,540.00
192738	Kin...	Kinsley Construction Inc.	10/23-10/27/23 Operator Rental (89 hrs. @ \$60/hr.)	10,231.50
126584	Kin...	Kinsley Construction Inc.	Bituminous Surface & Grading - Project No. 234098	<u>207,293.83</u>
	Tot...	Kinsley Construction Inc.		217,525.33
9071	KI...	KIT Communications	11/16/23 Labor/Travel to Change Camera Mounts@Maint. Bldg.	<u>478.00</u>
	Tot...	KIT Communications		478.00
239916	M...	Martin Stone Quarries, Inc.	Secondary Spec. AASHTO #1 (571.97 tons)	8,166.65
239624	M...	Martin Stone Quarries, Inc.	PADOT 2A Modified (298.21 tons)	4,348.39
239917	M...	Martin Stone Quarries, Inc.	Structural Fill (14260.96 tons) Phase 2A	122,644.24
239454	M...	Martin Stone Quarries, Inc.	Structural Fill (5369.06 tons) Phase 2A	46,173.96
239798	M...	Martin Stone Quarries, Inc.	Structural Fill (11048.73 tons) Phase 2A	95,019.03
239625	M...	Martin Stone Quarries, Inc.	Structural Fill (6235.82 tons) Phase 2A	<u>53,628.04</u>
	Tot...	Martin Stone Quarries, Inc.		329,980.31
304028-11	Mo...	Moyer Indoor/Outdoor	11/23 Pest Control Service - Plt.#3	312.64
302247-11	Mo...	Moyer Indoor/Outdoor	11/23 Pest Control Service - Plt.#1	312.64
300132-11	Mo...	Moyer Indoor/Outdoor	11/23 Pest Control Service - LF	<u>289.50</u>
	Tot...	Moyer Indoor/Outdoor		914.78
119894	M...	MXI Environmental Services LLC	10/14/23 Household Hazardous Waste Collection	<u>47,283.35</u>
	Tot...	MXI Environmental Services LLC		47,283.35
2492700	Nc...	New Horizon Communications	Acct. #053738 - 610 E. Baltimore Pike	<u>920.75</u>
	Tot...	New Horizon Communications		920.75
1493	Ott'...	Ott's Lawn Service & Landscapi	11/21 & 11/22/23 Brush Hog(20 hrs.) & Weed Whacking-Phase 2A	2,220.00
1498	Ott'...	Ott's Lawn Service & Landscapi	11/28 & 11/29/23 Brush Hog (26 hrs.@\$100/hr.) Phase 2A	2,600.00
1497	Ott'...	Ott's Lawn Service & Landscapi	Lawn Service (11/6 & 11/13/23)	<u>670.00</u>
	Tot...	Ott's Lawn Service & Landscapi		5,490.00
120823D	PA ...	State Collection & Disbursemen	Jonathan L. Cosme #0359100210 (Withholding Support)	57.23
122223D	PA ...	State Collection & Disbursemen	Jonathan L. Cosme #0359100210 (Withholding Support)	<u>57.23</u>
	Tot...	State Collection & Disbursemen		114.46
75720	PA....	PRWA	1/18/24 Confined Space, Trenches & PPE Seminar-Bell	<u>170.00</u>

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
	Tot..	PRWA		170.00
121923	PE...	Wendy L. Marburger	Employees Holiday Gift Card (26 @ \$50 ea.)	<u>1,300.00</u>
	Tot..	Wendy L. Marburger		1,300.00
INV/2023/314...	Por...	Port A Bowl Restroom Co.	Portable Toilets (2 Units) 11/13-12/10/23 & Hand Sanitizer	<u>239.80</u>
	Tot..	Port A Bowl Restroom Co.		239.80
024	Pra...	Practical Waste Solutions, LLC	CEO Consulting Services (11/1-30/23) J. Warner	<u>21,824.46</u>
	Tot..	Practical Waste Solutions, LLC		21,824.46
103123	Ro...	Rosen Interiors	Provide & Install Mini Blinds(3) @ 610 E. Baltimore Pike	<u>887.00</u>
	Tot..	Rosen Interiors		887.00
14301	Ru...	Rudolph Clarke, LLC	10/17/23 Contract Bid Review	40.00
14302	Ru...	Rudolph Clarke, LLC	October, 2023 Solicitor	11,314.69
14303	Ru...	Rudolph Clarke, LLC	October, 2023 Solicitor (Personnel)	<u>1,640.00</u>
	Tot..	Rudolph Clarke, LLC		12,994.69
0483485	SC...	SCS Engineers	Replacement Transfer Stations Permitting/Design (10/1-31/23)	<u>11,757.08</u>
	Tot..	SCS Engineers		11,757.08
Dec23	Sta...	Standard Insurance Co.	Life/AD&D, Long Term-December, 2023	<u>1,719.20</u>
	Tot..	Standard Insurance Co.		1,719.20
P3002982	SU...	Suburban Testing Labs, Inc.	Qtrly. Monitoring Wells (11)	5,071.00
P3002982A	SU...	Suburban Testing Labs, Inc.	Qtrly. Grit Chamber/Metering Pit/Sump 113/P1/T-001/T-002/WZ-	3,291.00
P3002982B	SU...	Suburban Testing Labs, Inc.	Outfall 006, Weekly Outfall 007/T-002 & Monthly SP-5/6	<u>2,635.00</u>
	Tot..	Suburban Testing Labs, Inc.		10,997.00
120623	SU...	Susan M. Cordes	11/1-30/23 Recycling Consultant (51.5 hra.)	<u>2,832.50</u>
	Tot..	Susan M. Cordes		2,832.50
153541-0	Th...	PA Municipal Health Insurance	Medical/RX Insurance 1/1-31/24	<u>38,306.64</u>
	Tot..	PA Municipal Health Insurance		38,306.64
9200	Th...	The Casindia Company, LLC	11/23 Cleaning Service (Admin./Maint./Scalehouse @ LF)	<u>720.00</u>
	Tot..	The Casindia Company, LLC		720.00
112723	To...	The Borough of Tipton	Application #S-Barry Isett & Assoc.-CEP-Toad Creek Restorati	<u>94,639.20</u>
	Tot..	The Borough of Tipton		94,639.20
9948278854	VE...	Verizon	Acct. #942646765-00001 (J.Munster/B.Stayer Hot Spots)	<u>151.81</u>
	Tot..	Verizon		151.81
November2023	W...	Waste Management	November, 2023 Contract Hauling-Plt.#1	377,272.72
November202...	W...	Waste Management	November, 2023 Rolling Hills Landfill-Plt.#1	27,005.21
November23	W...	Waste Management	November, 2023 Contract Hauling-Plt.#3	270,837.05
November23RH	W...	Waste Management	November, 2023 Rolling Hills Landfill-Plt.#3	<u>170,806.05</u>
	Tot..	Waste Management		845,921.03

Delaware County Solid Waste Authority
Invoices Selected for Payment

<u>Invoice Number</u>	<u>Ve...</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
50228	W...	Weaver's Hardware Company	24in. Push Broom(2) & 2in. Paint Brush(2) Maint. Blding.	49.96
	Tot...	Weaver's Hardware Company		49.96
1045366	Wh...	Whitetail Disposal	11/2, 7, 8, 10, 15, 24/23 40 Yd. Roll Off Disposal	330.00
	Tot...	Whitetail Disposal		330.00
38698	Wil...	William R. Gift	Unleaded Gasoline (559.3 gals.)	1,431.81
40701	Wil...	William R. Gift	Off Road Diesel Fuel (1480.1 gals.)	4,810.33
39837	Wil...	William R. Gift	Off Road Diesel Fuel (400 gals.)	1,316.00
38707	Wil...	William R. Gift	Off Road Diesel Fuel (1187.8 gals.)	3,907.86
42149	Wil...	William R. Gift	Off Road Diesel Fuel (1739.8 gals.)	5,810.93
44544	Wil...	William R. Gift	Off Road Diesel Fuel (1503 gals.)	4,674.33
26844	Wil...	William R. Gift	Off Road Diesel Fuel (1167.5 gals.)	3,922.80
	Tot...	William R. Gift		25,874.06
6135678	WI...	Wind River Environmental LLC	Leachate Hauling 11/16-11/30/23 (1,063,792 gals.)	49,572.74
6115898	WI...	Wind River Environmental LLC	Leachate Hauling 11/1-11/15/23 (1,149,426 gals.)	53,563.24
	Tot...	Wind River Environmental LLC		103,135.98
1275	Wir...	Wireback Works	11/1-11/30/23 HR Consulting Services	7,659.46
	Tot...	Wireback Works		7,659.46
2657458-2543-9	W...	WM Corporate Services, Inc.	12/1-12/31/23 Dumpster Service (2 yds.) Recycling	155.00
2652616-2543-7	W...	WM Corporate Services, Inc.	11/1-11/30/23 Recycling Dumpsters 2(10)/4(5)/96(3) yds. Serv	2,330.16
	Tot...	WM Corporate Services, Inc.		2,485.16
Report Total				2,624,595.61



December 12, 2023

Mr. William Silverstein
Board Chairman
Delaware County Solid Waste Authority
Rose Tree Park - Hunt Club
1521 North Providence Road
Media, PA 19063

Dear Mr. Silverstein:

The following represents our understanding of the services we will provide Delaware County Solid Waste Authority. Please read this letter carefully because it is important that you understand and accept the terms under which we have agreed to perform our services as well as management's responsibilities under this agreement.

You have requested that we audit the financial statements of the business-type activities and fiduciary fund of Delaware County Solid Waste Authority, as of December 31, 2023, and for the year then ended and the related notes, which collectively comprise Delaware County Solid Waste Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and information on the Authority's net pension liability be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in the Authority's Net Pension Liability and Related Ratios
- Schedule of Authority Contributions

Supplementary information other than RSI will accompany Delaware County Solid Waste Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial

statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Schedule of Expenses – Budget to Actual
- Capital Projects Fund – Budget to Actual

The above supplementary information will be presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information, which is the responsibility of management, will be subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the basic financial statements as a whole.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and *Government Auditing Standards*. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Delaware County Solid Waste Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free from material misstatement, we will perform tests of Delaware County Solid Waste Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials; and

- j. For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management *and*, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will also assist in preparing the basic financial statements in accordance with accounting principles generally accepted in the United States of America and proposing adjusting or correcting journal entries to be reviewed and approved by Delaware County Solid Waste Authority's management.

We will not assume management responsibilities on behalf of Delaware County Solid Waste Authority. However, we will provide advice and recommendations to assist management of Delaware County Solid Waste Authority in performing its responsibilities.

Delaware County Solid Waste Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. *Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit service.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the preparation of the financial statements previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Delaware County Solid Waste Authority's basic financial statements. Our report will be addressed to the governing body of Delaware County Solid Waste Authority. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other Matters

In accordance with the terms and conditions of this agreement, Delaware County Solid Waste Authority shall be responsible for the accuracy and completeness of all data, information, and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, Delaware County Solid Waste Authority releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs, and expenses attributable to any knowing misrepresentation

by management and its representatives. For purposes of this agreement, a "knowing misrepresentation" is a knowingly false or misleading statement or a material misrepresentation.

Delaware County Solid Waste Authority agrees that any claim, dispute, or cause of action that may arise out of this engagement or relate, in any way, to this engagement, prior to any claim or cause of action being brought in mediation or in any other proceeding, must first be brought to the attention of our Managing Partner by written notice (Informal Dispute Notice), and Delaware County Solid Waste Authority agrees to give the Managing Partner at least twenty (20) days after receipt of your Informal Dispute Notice to resolve any such claim or dispute (Informal Dispute Procedure).

After the expiration of the Informal Dispute Procedure, Delaware County Solid Waste Authority agrees that any dispute not resolved must be submitted to mandatory non-binding mediation and that the parties will engage in the mediation process in good faith. The mandatory mediation process shall be initiated by a written demand given by either party to the other party in the engagement which describes the nature and basis of the dispute or disputes to be mediated and what relief and/or damages are sought. A mediation demand must be made within one hundred eighty (180) days after the date of the Informal Dispute Notice. Mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association existing as of the date of the mediation demand (Mediation Rules). The parties may agree to the selection of a mediator. However, if the parties are unable to agree to the selection of a mediator within twenty (20) days of the mediation demand (or such later time as the parties may mutually agree), such mediator shall be selected in accordance with the Mediation Rules. The Mediator selected must have a minimum of ten (10) years related experience. The costs of any mediation proceeding shall be shared equally by all parties. The mediation shall be confidential.

Any court action or other litigation shall be conducted only within the County of New Castle, Delaware. Delaware law shall apply irrespective of any conflicts of laws rules. Delaware County Solid Waste Authority agrees and consents to personal jurisdiction in the federal and state courts located in New Castle County, Delaware. The parties both agree to waive any right to a trial by jury in any dispute.

Any claim or litigation arising out of this engagement must be commenced within the earlier of (i) one (1) year from the accrual of such claim or cause of action; or (ii) one (1) year from the completion of the engagement, notwithstanding any statute of limitations or other statutory provision to the contrary. It is expressly understood that the completion of the engagement contemplated herein shall be deemed to have occurred upon delivery of our audit report to you. However, this period shall be deemed extended for ninety (90) days after the conclusion of the mediation process if the parties were engaged in the mediation process on the date that the period to commence any claim or litigation expires.

We shall not be liable for any incidental, consequential, punitive, exemplary, or noneconomic damages of any sort.

Professional standards require us to be independent with respect to Delaware County Solid Waste Authority. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions so that we can implement appropriate safeguards to maintain our independence.

The parties agree that no third-party beneficiaries are intended to be created by this engagement or by the work performed by us in connection with this engagement. However, without limiting the applicability of the foregoing, it is expressly understood that any person or entity claiming to be a third-party beneficiary of our services under this engagement shall be bound by all of the provisions of this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against Delaware County Solid Waste Authority or its officers subsequent to this engagement, which results in the subpoena of documents from us and/or requires additional assistance from us to provide information, depositions, or testimony, Delaware County Solid Waste Authority hereby agrees to compensate us (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent us in such adverse action.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records, and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing, and Price

During the course of the engagement, we may communicate with you or your personnel via e-mail, and you should be aware that communication in that medium contains a risk of misdirected or intercepted communications.

At Barbacane, Thornton & Company LLP, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Barbacane, Thornton & Company LLP to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Steven N. Kutsuflakis, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Barbacane, Thornton & Company LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that Barbacane, Thornton & Company LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussion with any of our personnel.

Our price for these services will be at our standard hourly rates plus out-of-pocket expenses. We estimate that our price for the above services will be \$21,000. (Please see attached our schedule of standard billings.) Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these services will be rendered each month as work progresses and are payable on presentation. Interest is charged at the rate of 1½ percent per month on past due invoices. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The suspension or termination of our work may result in adverse consequences to you including your failure to meet deadlines imposed by governments, lenders, or other third parties. You agree that we will not be responsible for your failure to meet such deadlines, or for penalties or interest that may be assessed against you resulting from such failure. The above price is based on

anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is necessary, we will discuss it with you and arrive at a new price estimate.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated price. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Barbacane, Thornton & Company LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Barbacane, Thornton & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Barbacane, Thornton & Company LLP

BARBACANE, THORNTON & COMPANY LLP

/odl

RESPONSE:

This letter correctly sets forth the understanding of Delaware County Solid Waste Authority.

Approved by _____
William Silverstein, Board Chairman

Date _____



CERTIFIED PUBLIC ACCOUNTANTS
INTEGRITY □ QUALITY □ RESPONSIVENESS

SCHEDULE OF STANDARD BILLINGS

Our billings for the services set forth in your engagement letter for the December fiscal year end audit, which are payable upon receipt, will be rendered as follows:

<u>Billing Date</u>	
January	10%
February	25%
March	35%
April	25%
On delivery of report	5%

Additional time and services are billed at our standard hourly rates or at an agreed-upon fixed fee. Our standard billing rates are as follows:

Partner	\$ 325 - 380	Senior	\$ 155 - 175
Manager	260	Semi-Senior	140
Supervisor	210	Staff	90 - 130

ISSUE PAPER

Issue: Rolling Hills Landfill (RHL) Waste disposal contracts for 2024

Background: The RHL receives waste from numerous waste hauling companies serving Berks County, Montgomery County and/or Delaware County. In most cases, the waste delivered is Municipal Waste, but in a few circumstances, the waste is considered Residual Waste, and DCSWA and DEP approve receipt of a specific type of waste from the hauling company. In the past, DCSWA has entered into 1-year agreements for receipt of waste from haulers. Haulers that deliver smaller amounts of waste on an annual basis typically have no contracts and pay the established “gate rate” for disposal of their waste.

Discussion: Over the past four months the Authority has negotiated 11 separate contracts with ten different haulers for delivery of municipal and residual waste to the RHL in 2024. By entering into these contracts, the haulers have access to landfill capacity provided by the Authority, and in exchange, the Authority establishes a base of business and can forecast and rely upon revenue needed to pay for operations and the cost of building capacity. These contacts are separate from contracts with Covanta for the disposal of ash. For 2024, the Authority has negotiated with the following companies: J&K Disposal (2), WM, White Tail Disposal, AJ Blozenski, Leck Disposal, R&B Debris, Diamond Disposal, Berks Transfer, Inc, Global Advanced Metals, Inc, and Kutztown Borough. Pricing varies and is generally based on the origin, volume and/or type of waste, but the negotiated rates represent an average increase of 4.7%. The waste streams noted here have been included in the approved 2024 budget and are estimated to consist of 258,000 tons and generate approximately \$15million in revenue.

Recommendation: It is recommended the Authority Board of Directors approves entering into waste disposal contracts with the companies listed above for disposal of waste at the Rolling Hills Landfill and authorizes the CEO to execute these contracts.

Approved: _____

William Silverstein, Chairman

Date: December 20, 2023

Issue Paper

Issue: Proposed 2024 Delaware County Household Hazardous Waste Collection Events.

Background: Household Hazardous Waste (HHW) is typically comprised of unused household products that may explode, catch fire, or be generally harmful to the environment if not properly disposed. Some examples of HHW are paints, pesticides, pool chemicals, drain cleaners, batteries, and motor oils. These items should be removed from the waste stream and disposed of properly by a licensed contractor.

Discussion: For more than 30 years, the Delaware County Solid Waste Authority (DCSWA) has held 4 annual Household Hazardous Waste (HHW) collection events on behalf of Delaware County. These events are managed by a licensed contractor and held in different locations within the County. For 25 years, Delaware County via DCSWA has partnered with Bucks, Chester and Montgomery Counties, and the City of Philadelphia where all residents are allowed to participate in all events. This offers our residents a minimum of 20 HHW disposal opportunities annually.

2024 Proposed HHW Events include:

April 20, 2024	Emergency Services Facility	Sharon Hill (Darby Twp)
May 18, 2024	Rose Tree Park	Media
September 7, 2024	Emergency Services Facility	Sharon Hill (Darby Twp)
October 12, 2024	Upper Chichester Municipal Bldg.	Upper Chichester

DCSWA has averaged 2,200–2,500 participants at our four events. This gives residents a positive experience and opportunities for disposing of their HHW in the proper manner.

Once all four HHW events have been completed and paid for by DCSWA, reimbursement requests are submitted from our funding source partners. Those partners are as follows: PA DEP pays 50% of our total cost; Covanta pays 44% of our total cost; with the remaining 6% paid by the DCSWA. Our annual final expense has averaged \$7,450 since 2018.

Recommendation: It is recommended that the Board approve the 2024 Household Hazardous Waste Collection Events in partnership with Bucks, Chester, Montgomery Counties, and the City of Philadelphia.

Approved: _____ December 20, 2023

William Silverstein, Chairman

ISSUE PAPER

Issue: Renewal of Workers Compensation Insurance Coverage

Background: The Authority currently has workers compensation insurance coverage with Insurance Company of the West (ICW), which renews January 1, 2024.

Discussion: The Authority's Broker of Record, Engle-Hambright & Davies (EHD), facilitated the renewal process in conjunction with Authority Staff and Consultants.

Overall, workers' compensation rates have been reduced by 1.3%. The premiums are always based on payroll estimates, and then are audited after year-end, at which time additional premiums may be charged for higher payroll or credits may be provided if actual payroll is less than the estimates.

Currently, the Authority does not have a favorable loss ratio as we are at 100% based on claims that occurred in 2023. With this significant loss rate, the insurer applies factors that increase the premium to cover the expense.

Attached to this issue paper is the full renewal document. The expiring premium was \$26,248 and the renewal premium is \$36,393. The overall increase is 38.5% or \$10,145 when compared to expiring coverage lines. (For comparison purposes, the past 5 years prior the rate was \$36k to \$76k annually.)

Recommendation: It is recommended the Board approve the renewal of workers compensation coverage with Insurance Company of the West effective January 1, 2024.

Approved: _____ December 20th, 2023

William Silverstein, Chairman

PREMIUM SUMMARY

REVISED DECEMBER 13, 2023

LINES OF BUSINESS	EXPIRING	RENEWAL
Worker's Compensation	\$21,748	\$31,893
EHD Service Fee	\$4,500	\$4,500
Total Premium	\$26,248	\$36,393

Terrorism Coverage (TRIA): The additional premium for TRIA is included in the total costs listed above. TRIA coverage may or may not be rejected based on the TRIA guidelines of the carrier(s) presented in this proposal.

PAYMENT TERMS

LINES OF BUSINESS	PREMIUM PAYABLE	PAYMENT TERMS
Worker's Compensation	Insurance Company of the West	30% Down Payment - \$8,540 Followed by three (3) equal payments of \$6,640 every three (3) months
EHD Service Fee	EHD	Prepaid

WORKER'S COMPENSATION

PREPARED FOR
**Delaware County Solid Waste
 Authority (DCSWA)**

CARRIER
**INSURANCE COMPANY OF THE
 WEST**

POLICY TERM
1/1/2024 to 1/1/2025

COVERAGES

DESCRIPTION	LIMIT
Employers Liability: Each Accident	\$500,000
Employers Liability: Disease – Policy Limit	\$500,000
Employers Liability: Disease – Each Employee	\$500,000
Workers Compensation: Statutory Benefit	Included

LOCATIONS & CLASS CODES

LOCATION #1: 583 LONGVIEW DRIVE ROLLING HILLS LANDFILL, BOYERTOWN, PA 19512

STATE	CODE	DESCRIPTION	ESTIMATED PAYROLL	BASE RATE	CLASS PREMIUM
PA	609	Excavation	\$1,160,441	3.26	\$37,830
PA	953	Clerical Office	\$781,937	0.09	\$704

PROGRAM SUMMARY

PROGRAM	EXPIRING	RENEWAL
Rating Plan	Guaranteed Cost	Guaranteed Cost
Writing Company	Insurance Company of the West	Insurance Company of the West
Experience Modification Factor	0.844	0.826
Safety Credit	0%	5%
Schedule Credit/Debit	25% Credit	5% Debit
Total Estimated Annual Payroll	\$1,487,294	\$1,942,378

ISSUE PAPER

Issue: Implementation of an Employee Assistance Program (EAP) as an additional employee benefit, effective January 1, 2024.

Background: Within the healthcare plan provided by The Authority, employees and their covered family members have access to mental health services with a per visit co-pay. While this coverage is a good benefit, it does not include coverage for additional challenges employees and their families may face.

Discussion: The Authority's HR Consultant worked with EHD, the broker on record, to explore EAP options that would provide an enhanced benefit for Authority employees and their family members. M&S EAP was identified as a provider that has a national network of licensed clinicians who provide superior services to the covered members. Additionally, M&S EAP provides employer services through a team of dedicated Corporate Wellness Specialists, which includes orientations, educational materials, consultations, and training content.

The EAP provides face-to-face, telephonic, or virtual counseling for employees and their eligible household members that covers a variety of topics and issues, not only for mental health but also managing personal issues. Sessions are renewable and at no cost to the employee and their household members. They also coordinate with health insurance, so in the instance where an individual needs care beyond 4 sessions (without a break), they can transition right to coverage through the insurer.

EAP programs increase employee engagement, morale, and productivity. This support reduces workplace conflict, absenteeism and presenteeism and in the long-term, results in developing a healthy work environment that attracts and retains talented individuals.

This quality benefit is provided at a flat annual fee of \$3,750, which is about \$12 per employee per month.

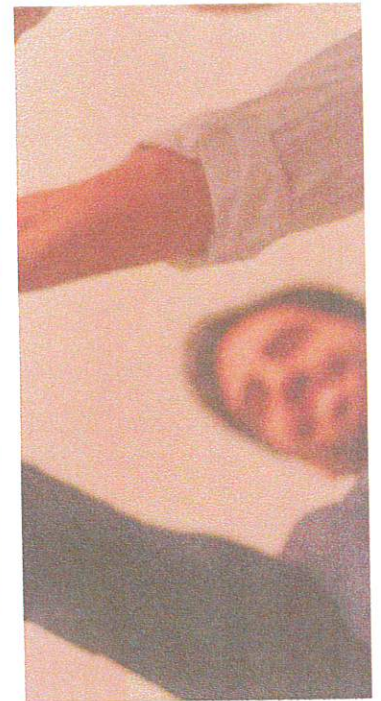
Recommendation: Implement an Employee Assistance Program (EAP) through M&S EAP effective January 1, 2024, with an annual fee of \$3,750.

Approved: _____ December 20th, 2023

William Silverstein, Chairman

Proposal for Employee Assistance Program Services

December 5, 2023



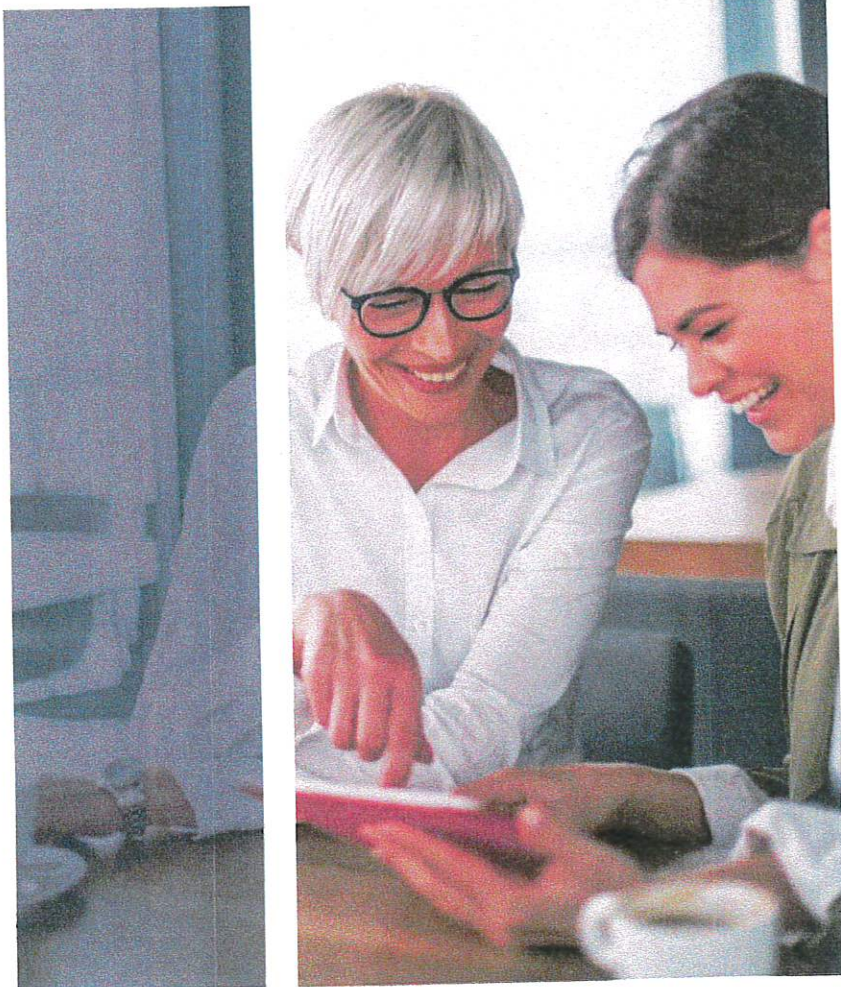
Your Success is Our Passion

The M&S EAP Difference

- 98% annual renewal rate for all contracts
- Over 98% average client satisfaction rate
- Direct services delivered to employees and their families at 2X the rate of our competitors
- Benefit service delivery facilitated by trained Employee Experience Specialists, not a website or call center
- Demonstrated savings to group health insurance costs
- Critical Incident Stress Management (CISM) and traumatic stress experts on staff and accessible across the nation
- Access to Enhanced Consultation and Organizational Development services that assist with the hiring process, assessment tools, professional development services, employee training and development, etc.
- Nationwide provider network with thousands of credentialed therapists
- Calls answered by an Employee Experience Specialist or directed to a Masters Level Therapist, 24 hours a day, seven days a week, 365 days a year



The Benefits of M&S EAP



Employer Benefits

We work with you to help identify and resolve workplace issues. Our services include:

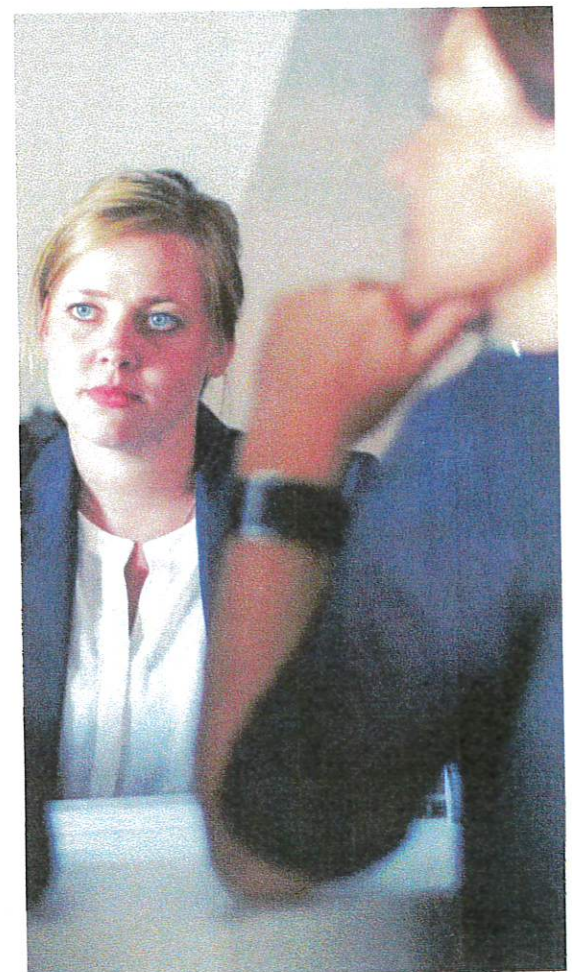
- Dedicated team of Corporate Wellness Specialists to assist you
- EAP orientation for employees and supervisors
- Comprehensive online Work/Life library (trainings, resources, webinars, etc.)
- Live chat feature on mseap.com
- Coverage for all eligible employees and household members
- Services available 24/7/365
- Dedicated toll-free phone number with 24/7/365 accessibility for HR representatives and supervisors
- Nationwide provider network
- Monthly newsletter for HR and managers
- Unlimited digital promotional materials included
- Spanish-speaking services available

The Benefits of M&S EAP

Employee Benefits

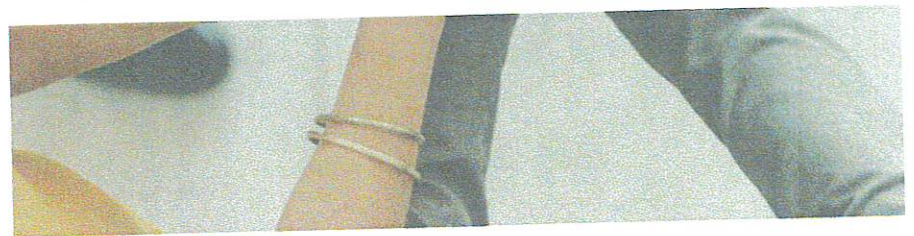
Our team of Employee Experience Specialists connect employees and their family members with the resources they need. Our services include:

- Face-to-face counseling, live, interactive virtual, or telephonic counseling with a licensed therapist or coach
- Coverage for all eligible employees and household members
- **Renewable** sessions regardless of discussion topics or issues
- 24/7/365 accessibility
- Dedicated toll-free phone number for employees, family and household members
- Speak with a live person – never an automated system or voicemail
- Masters Level Therapists available for any call
- Access to additional resources such as life coaching, legal, financial, elder care, support groups, housing, etc.
- Monthly newsletters
- Online Work/Life library with live chat feature and access to thousands of articles, calculators, toolkits, webinars, etc.
- Confidential services that are HIPAA compliant



Our White Glove Service Approach

- We deliver a comprehensive service that covers employees and any individuals residing in their home.
- Our trained, dedicated Employee Experience Specialists facilitate connections with counselors or resources.
- Our team of Corporate Wellness Specialists build foundational working relationships with Human Resources.
- We can also assist employers address personnel issues that may be interfering with an employee's ability to perform to their fullest potential.
- Our EAP services fully integrate with HR functions so we can better help employers successfully address and solve workplace issues.
- Our goal is to help identify and resolve any issues that may be interfering with the success, performance, and overall morale of your employees.
- We are committed to going the extra mile to deliver personalized, responsive customer service.



Counseling Services

- Employees and their eligible household members can speak to a counselor about a variety of topics and issues
- Each individual who resides in the covered employee's home has access to the contracted number of sessions
- Sessions can be used on an individual basis, or combined for an enriched experience to address family-related issues
(Example: 4 sessions x each family member = total number of authorized sessions)
- Sessions are **renewable**
- Choose face-to-face, telephonic, or virtual counseling
- A national network of licensed clinicians who provide superior services to covered members

Top Counseling Services Topics:

- General Mental Health
- Stress & Anxiety
- Depression
- Grief & Bereavement
- Family/Marital
- Children's Issues
- Behavioral Issues
- Elder Care Issues
- Financial Wellness
- Substance Abuse
- Other Addictions (Cyber, Gambling, Sexual, etc.)
- Domestic Violence
- Work-Related
- Retirement Concerns
- Outplacement Services
- Health-Related

Work/Life Services

Web-Based Services: The Work/Life Resource Library is customizable and provides employees access to virtual resources such as articles, quizzes, self-assessments, calculators, videos, webinars, trainings, and tip sheets related to:



- Relationships
- Resiliency
- Health & Wellness
- Budgeting
- Financial Wellness
- Identity Theft
- Trauma-Based Services
- Family
- Stress Management
- Professional & Personal Growth
- And more!

Elder Care Services: Telephonic counseling sessions provided by experts in all aspects of Elder Care:



- Home Health
- Hospice
- Long-Term Care
- Rehabilitation Centers
- Wealth Management
- Estate Planning
- Insurance Agents
- Medicare Specialists
- Certified Elder Law
- Senior Real Estate Specialists

Legal Services with CLC: Provides employees with attorneys at a lower cost for all legal needs:



- Domestic Relations
- Estate Planning
- Landlord Tenant
- Financial Matters
- Immigration
- Other Law



Work/Life Services

Financial Wellness Service Provided by Certified Experts:



- Financial Coach Hotline
- Debt & Budget Counseling
- Credit Report Review
- Home Ownership Education
- Identity Theft Solutions
- Debt Management Plan
- Foreclosure Prevention Counseling
- Online Educational Resources

Community Resource Referrals:



- Housing Resources
- Support Groups
- Veteran's Services
- Education Resources
- Food Banks
- Discounted Services

Interactive Live Chat Feature:



- Accessible 24/7/365 on mseap.com
- Personalized guidance & assistance
- Chat with a live person – not a robot
- Available to employees & all household members

Crisis Response Services

On-site Crisis Response Services:

- Assault, death, or severe injury
- Traumatic event onsite or nearby
- Bank/workplace robberies
- School or community based active shooter/weapons attack
- Suicide/attempted suicide
- Fire
- Natural disasters
- Prolonged trauma support services

Critical Incident Stress Management (CISM)

CISM hours are \$350.00 per hour. A two-hour minimum charge per response applies.



Enhanced Consultation & Organizational Development Solutions

Organizational Health

- Organizational Climate Surveys
- Strategic Planning
- Change Management
- Succession Planning
- Outplacement Services

Training & Performance Acceleration

Up to two (2) hours of training per contact year are included

Leadership Development

Candidate Selection

- Job Benchmarking
- Identifying Job/Candidate Compatibility
- Onboarding
- Career Development through Competency-Based Training

Performance & Professional Development Assessment Tools

- Tri-Metrix DNA
- EQ Assessment
- Stress Assessment

Our Dedicated Teams:

Your Success is Their Passion

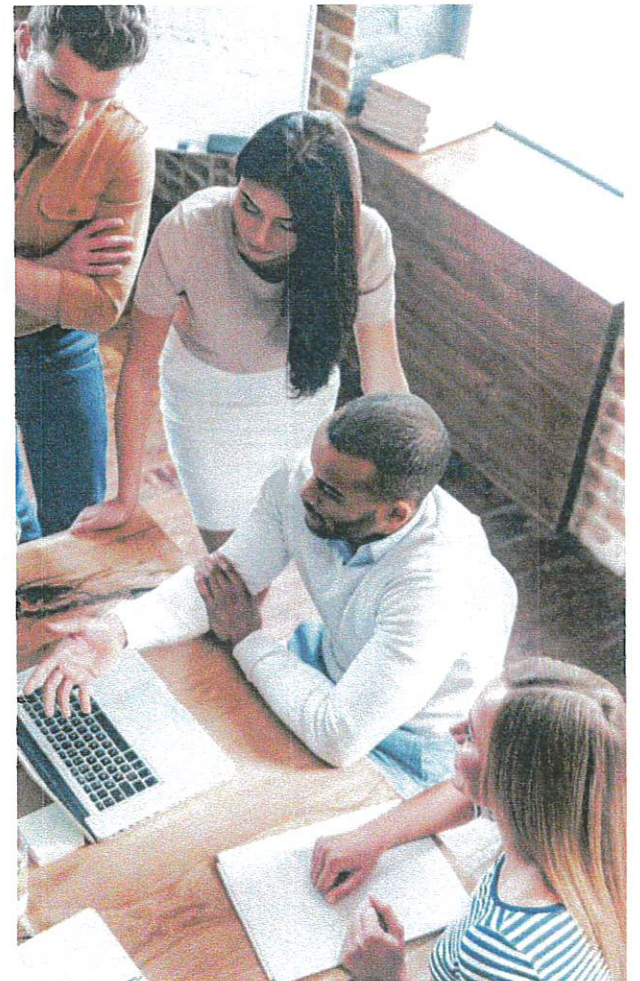
- Our team of Corporate Wellness and Employee Experience Specialists facilitate access to white glove services and support
- Provide service from a standpoint of dignity, caring, and concern
- Single point of contact for problem resolution, service requests, and contract management
- A team dedicated to recommend the appropriate resources and solutions for you and your employees
- A customer service system forged over decades to ensure stability, continuity, and success
- Provide a source of stability in a world of uncertainty



Your Human Resources Partner

Access to the EAP can be a valuable tool when faced with difficult employee-related issues and as a new client your dedicated Corporate Wellness Team will show you how. With extensive knowledge of best practices when it comes to addressing and resolving performance issues, your Corporate Wellness Specialist contact can facilitate, coordinate and implement the following solutions:

- Customized problem resolution approach
- Employer or job performance referrals
- Fitness for Duty evaluations
- SAP evaluations
- Training or professional development
- Coaching
- Crisis response
- Organizational development solutions
- Strategies to promote engagement, teamwork, and productivity



Which EAP Model is Best for You?

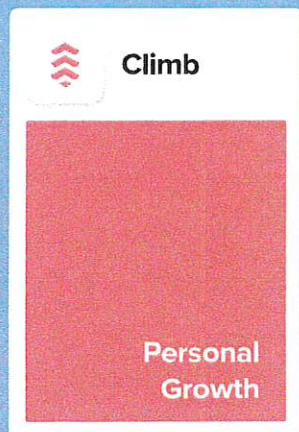
Services Provided	Gold 4-12 sessions	Platinum 4-12 sessions	Diamond 4-12 sessions
Telephone answered by a live person 24/7/365	✓	✓	✓
Live, Interactive Virtual, Face-to-Face, and Telephonic Counseling	✓	✓	✓
Dedicated team of Corporate Wellness Specialists	✓	✓	✓
HR, Supervisor & Employee Orientations (Interactive Webinar or On-Site; Varies by Company Size)	✓	✓	✓
Intensive Case Management Option, Including Job Performance Referrals	✓	✓	✓
HR, Management & Supervisor Consultations	Unlimited	Unlimited	Unlimited
On-Site or Virtual Quarterly & Yearly Program Evaluation Visits with CWS	✓	✓	✓
Utilization Reports	Annually & Quarterly	Annually & Quarterly	Annually & Quarterly
Personalized Digital Promotional Materials	Annually & Quarterly	Unlimited	Unlimited
Personalized Print Promotional Materials (Wallet Cards & Flyers)		Unlimited	Unlimited
Work/Life Resources (Child Care, Eldercare, Parenting, Stress Management, Education, Financial/Time Management & Balance, etc.)	✓	✓	✓
Personalized Online Work/Life Training Library with Thousands of Virtual Trainings & Ability to Track Progress	✓	✓	✓
Access to Online Live Chat Feature	Unlimited	Unlimited	Unlimited

Which EAP Model is Best for You?

Services Provided	Gold 4-12 sessions	Platinum 4-12 sessions	Diamond 4-12 sessions
Digital Monthly Newsletter (Supervisor and Employee Versions, Also Available in Spanish)	✓	✓	✓
Access to On-Site Critical Incident Stress Management (CISM) Services with 2 CISM Hours Included Per Contract Year	Additional fee	Additional fee	✓
Access to Enhanced Consultation & Organizational Development Solution	✓	✓	✓
Access to Robust Catalog of Unlimited, Individually Tailored Training Topics	✓	✓	✓
2 Training Hours Included Per Contact Year	Webinar or On-Site	Webinar or On-Site	Webinar or On-Site
Tailored Elder Care Telephonic Counseling & Resources	✓	✓	✓
Financial Wellness Telephonic Counseling	✓	✓	✓
Life Coaching Sessions	✓	✓	✓
Personal Assistance with Work/Life Issues (Child/Eldercare, Housing Assistance, Local Community-Based Resources, etc.)	Unlimited	Unlimited	Unlimited
Legal Consultations	✓	✓	✓
On-Demand Self-Care & Prevention Apps *see pages 15-19			✓
Pricing <i>*Pricing guaranteed for 90 days</i>	\$3,750 Annual Flat Rate	\$4,500 Annual Flat Rate	\$5,445 Annual Flat Rate

On-Demand Self-Care & Prevention Apps

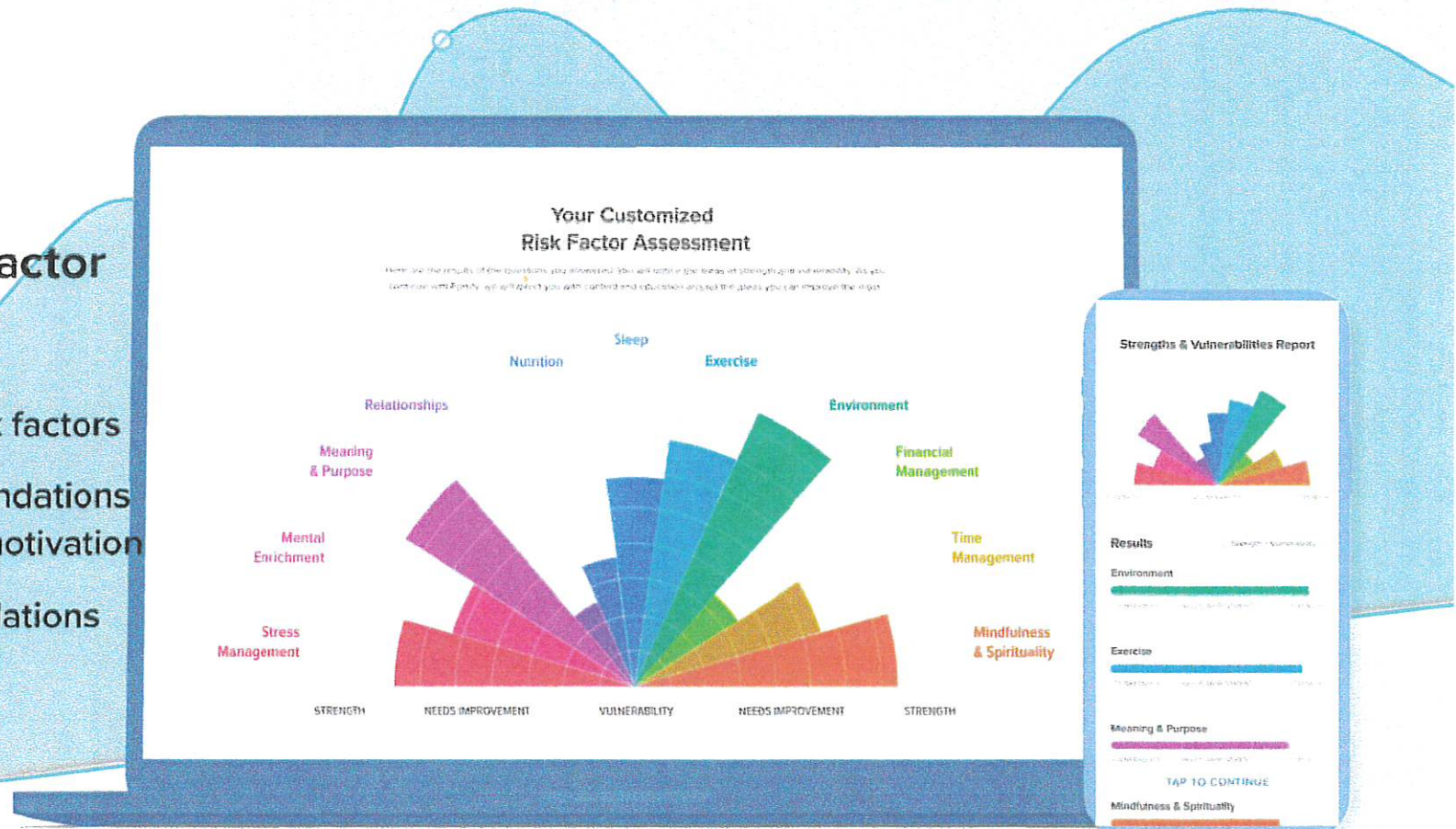
The reality is, not everyone needs to talk to a therapist. That's why we provide a suite of comprehensive mental health and wellness apps which focus on key areas. Our goal is to engage all individuals, not just those in need of professional intervention.



LEARN

Customized Risk Factor Assessment

- Identify strengths & risk factors
- Personalized recommendations tailored to needs and motivation
- Curriculum recommendations tailored to each person



LEARN

Journeys

10-day personalized learning experiences

Connection

Strengthening Our Relationships



Environment

Fortifying Your Environment



Sleep

A Journey Toward Deeper Rest

Healing

Reconciling the Past



Mental Health

Deeper Peace, Focus And Joy



Stress Relief

A Journey Toward Greater Life Balance

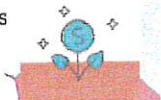
Inner Change

Pursuing A Deeper Heart Shift



Financial Wellness

A Physical Activity Journey



Getting Educated

Exploring Emerging Research

Today

SU MO TU WE TH FR SA
11 12 13 14 15 16 17

Today's progress

4 of 7 activities completed

57%

Learn

DAY 4 OF 10

Finding Happiness

Sleep Journey

▶ Start



Goals

Swipe to the right to mark as complete

Go on a walk with Jen every single night



Sanctuary



Scattered



Making a change



Morning



Withdrawal



Stability



Pain



Breathing



Nurturing



Being Present



Winding down



Purpose



LEARN

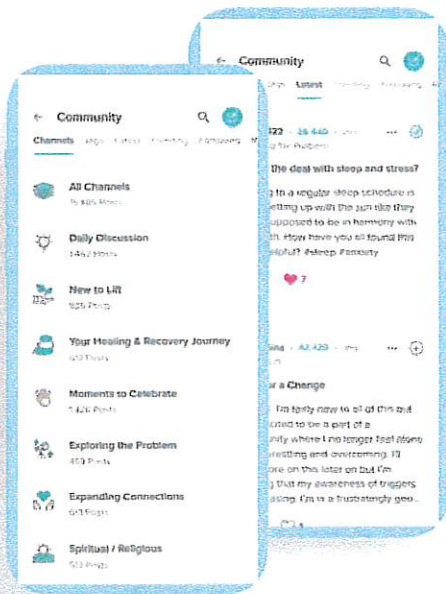
Meditations

Guided Meditations for immediate relief, focus, and clarity

CONNECT

Community

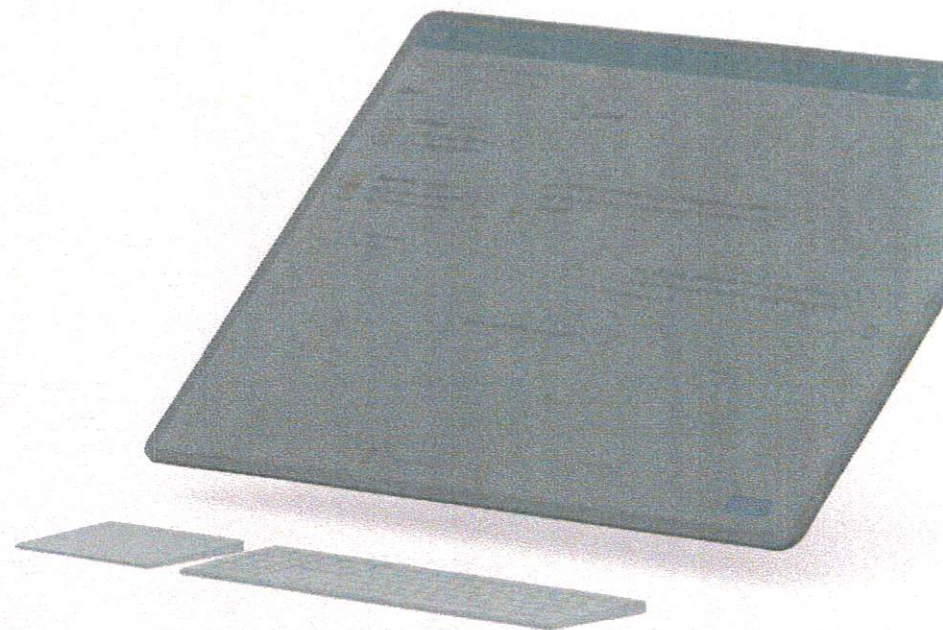
Safest place on the internet. Anonymously share thoughts, experiences, and questions with others facing similar challenges.



CONNECT

Allies

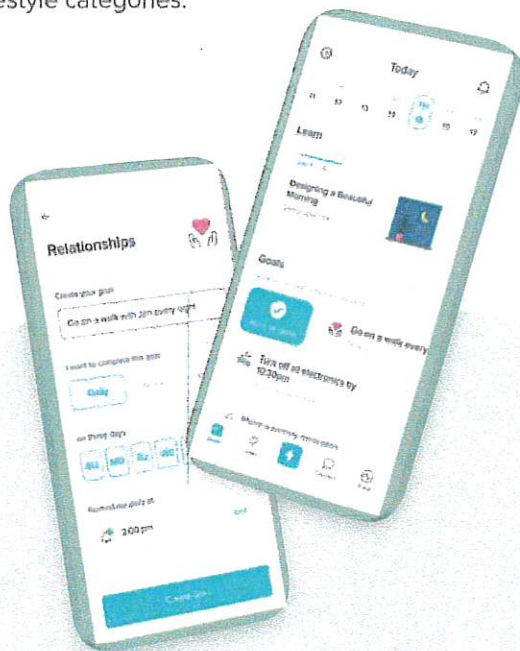
For a struggling individual, an ally is a person in their life who can be entrusted with these personal and very vulnerable situations.



TRACK

Goals

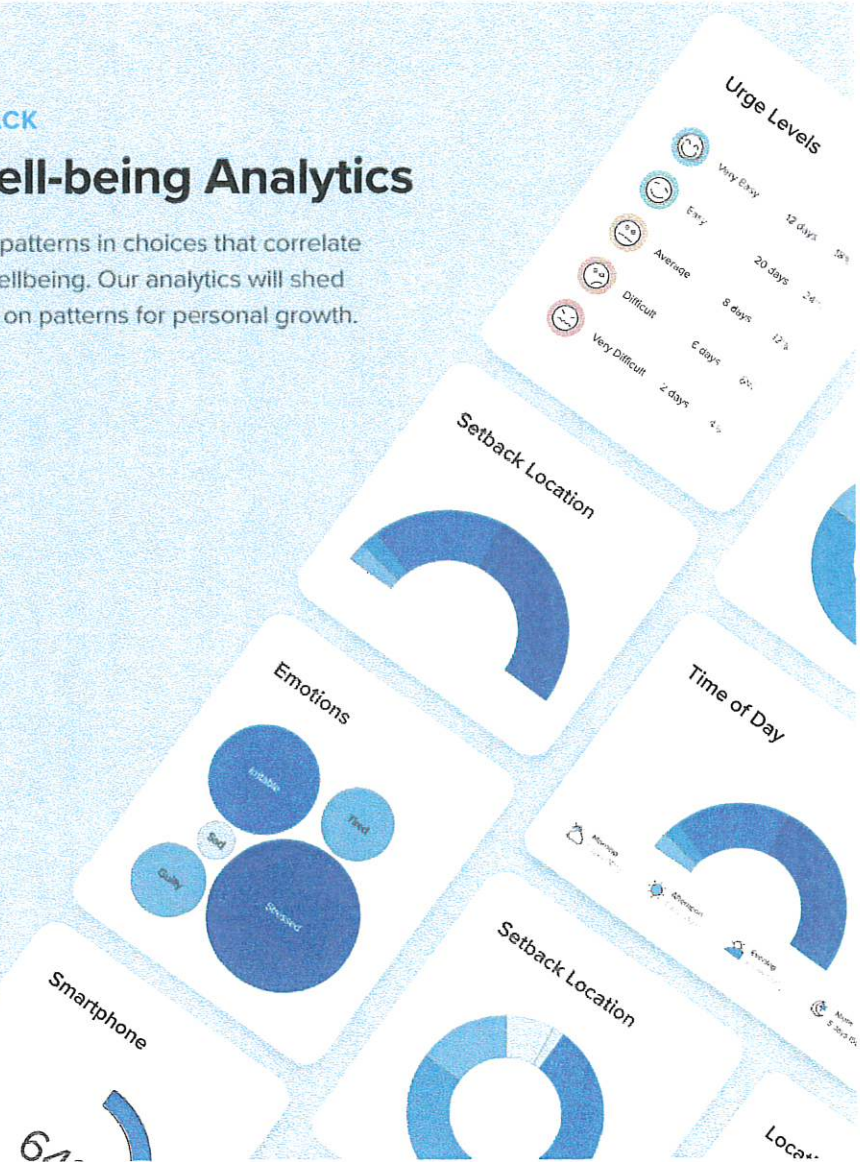
For an additional, personalized way to track your progress, the Goals feature helps you create repeatable, customizable goals in various lifestyle categories.



TRACK

Well-being Analytics

See patterns in choices that correlate to wellbeing. Our analytics will shed light on patterns for personal growth.



About M&S EAP



479 Port View Drive, Suite C30
Harrisburg, PA 17111

Telephone: (800) 543-5080

Fax: (717) 561-1125

Website: www.mseap.com

Cheryl Raudenbush, Executive Director

Since our inception in 1984 and after joining Pyramid Healthcare in 2016, M&S EAP has been committed to advocating for the health and well-being of your employees so that you can focus on the core functionality of your brand or business.

Our history is rooted in outpatient clinical services, but our future is focused on workplace culture, employee engagement, and overall employee well-being. This unique experience and approach provides us with in-depth knowledge of mental and behavioral health and well-being of the current and future workforce. As a result, our priorities center on individual client care, service delivery, and innovative, successful outcomes. We have found that by concentrating on these areas, our business has grown, our reputation has grown, and we encounter an increasing number of opportunities for success.

Our commitment to individualized services and excellent customer service has led to the development of numerous Employee Assistance Program models for the employers with whom we contract. We have also expanded our other services to include Training and Performance Acceleration, Leadership Development, Organizational Health, and Candidate Selection that help employers address their most important issues. To add additional value, we continually work to increase the different ancillary services that we include with every EAP contract. We actively seek feedback from our clients to ensure we are exceeding their needs and we are on the forefront of providing white glove EAP services.

ISSUE PAPER

Issue: Establish a new trustee as the authorized signer for the pension plans in accordance to roll changes at Delaware County Solid Waste Authority.

Background: The Authority's Pension Plan is administered by Charles Schwab, Inc. and managed by CBIZ Investment Advisory Services, Inc. The Trustees of the Pension Plan representing the Authority must be named by a Resolution of the Board and cannot be appointed by their position or title (i.e. CFO).

Discussion: At the November 2023 meeting the Board made a motion and approved for the CEO to be added to the Pension Committee replacing the interim CEO-Jim Warner. CBIZ has advised that the attached resolution will recognize and assign a new pension administrator. An additional resolution will be required to place the new CFO to replace the Accounting Manager position.

Recommendation: It is recommended the Board of Directors approve the attached resolution to add CEO-Brooks Stayer as the authorized signer of the Pension Plan.

Approved: _____ December 20th, 2023

William Silverstein, Chairman

Resolution No. _____

**A RESOLUTION OF THE DELAWARE COUNTY SOLID WASTE AUTHORITY TO
RECOGNIZE THE NEED TO ASSIGN NEW PENSION ADMINISTRATORS TO ACE IN
TRUST OF THE DELAWARE COUNTY SOLID WASTE AUTHORITY PENSION PLAN**

Whereas, Delaware County Solid Waste Authority recognizes timely financial administration of pension plan is important to their success and

Whereas, Delaware County Solid Waste Authority wishes to establish new trustees for the pension plans in accordance to roll changes at Delaware County Solid Waste Authority

BE IT RESOLVED by the Board of Directors of the Delaware County Solid Waste Authority that CBIZ should please remove James Warner as authorized signer for the Delaware County Solid Waste Authority Pension Plan. Brooks Stayer shall be the new authorized signer for the Delaware County Solid Waste Authority Pension Plan.

DULY ADOPTED as Resolution by the Board of Directors of Delaware County Solid Waste Authority, in lawful session duly assembled this 20th day of December 2023 and executed within 20 business days.

Attest: Delaware County Solid Waste Authority

Brooks Stayer
Chief Executive Officer

William Silverstein
Chairman of the Board