

# AGENDA

**DELAWARE COUNTY SOLID WASTE AUTHORITY  
MEETING – LEGISLATIVE MEETING  
610 E. Baltimore Pike, Media, PA 19063  
January 17, 2024  
3:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. Resolution Honoring Service of John Butler: Bill Silverstein, Chair
6. Approval of the Minutes of the Board of Directors Meetings held on December 20<sup>th</sup>, 2023
7. Authority Updates/Report: CEO, Brooks Stayer
8. Facility Operations/Development
  - a Review: December and YTD 2023 Operating Tonnage Summary
  - b Action Item-Approve: GPS Purchase (\$38,251)
  - c Action Item-Approve: JD Gator XUV Purchase (\$26,343 )
  - d Action Item-Approve: Consent Agreement PA DEP Act 90 Settlement (\$12,000)
9. Accounting and Finance Report
  - a Review: December and YTD Operating and Capital Budget Report
  - b Action Item-Approve: Accounts Payable List for December 2023
10. Strategic Planning, Policy, and Administration:
  - a Action Item-Approve: Add Pension Plan Trustee/CFO-Lisa deLeon
  - b Action Item-Approve: Re-Appoint Rudolph Clarke-Solicitor
  - c Action Item-Approve: Re-Appoint Light Echo-Communications Consultant
  - d Action Item-Approve: Re-Appoint Wireback HR-Consultant
  - e Action Item-Approve: Re-Appoint Practical Waste Solutions, LLC-Consultant
11. Solicitor Report/Updates: Samantha Newell, Esquire
12. Other Business
13. Executive Session (HR and Legal)
14. Adjournment

**DELAWARE COUNTY SOLID WASTE AUTHORITY  
RESOLUTION NO. 2024-1**

**A RESOLUTION OF THE DELAWARE COUNTY SOLID WASTE AUTHORITY ACKNOWLEDGING THE  
SERVICE OF JOHN BUTLER**

**WHEREAS**, the Delaware County Solid Waste Authority (“Authority”) is an Authority which provides essential services to Delaware County; and

**WHEREAS**, John Butler joined the Authority Board in November, 2020; and

**WHEREAS**, John Butler has dedicated a significant amount of time and energy to the Authority; and

**WHEREAS**, the Authority is grateful to John Butler for all of the time and effort he invested in this Authority; and

**WHEREAS**, the Authority wishes to acknowledge and commend the hard work of John Butler.

**NOW, THEREFORE**, the Board of Directors of the Delaware County Solid Waste Authority, hereby acknowledges and sincerely thanks John Butler for his dedication, hard work, and service to the Delaware County Solid Waste Authority.

**RESOLVED and ADOPTED** at its public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

Delaware County Solid Waste Authority

\_\_\_\_\_  
Name:

\_\_\_\_\_  
William Silverstein, Chairman

Title:

**DELAWARE COUNTY SOLID WASTE AUTHORITY**

**December 20, 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

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 November 15, 2023. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Public Comment:

1. Zulene Mayfield, Zero Waste Plan
2. Harrison Humphreys, Zero Waste Plan
3. Kayla Miller, Zero Waste Plan
4. Erica Burman, Zero Waste Plan
5. Dr. Nolan Fontaine, Zero Waste Plan
6. David Kronheim, Zero Waste Plan
7. Ray Craig, Zero Waste Plan

Brooks Stayer, CEO updates on:

- Introduction of Lisa deLeon
- Delegation Agreement
- NextEra
- Republic Bank
- Municipal Solid Waste Plan
- House Bill 223-Recycling Fee
- Earl Township Financing

November and YTD 2023 Tonnage Summary reviewed.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Purchase a 2024 Utility Body for Service Truck from Levan Machine & Truck Equipment for a total price of \$ 158,374.00. 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 Aerial Mapping/ Flyover at Rolling Hills Landfill for Annual Operations Report performed by Apex Companies, LLC; Total Contract price of \$ 7,800.00 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 Multiple Contract Extensions for Rolling Hills Landfill Services Providers. Motion made by Robert Layden; Seconded by William Jones, motion was passed with no dissenting votes.

November 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 November 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 Engagement Letter from BT-CPA, 2023 Audit Total Price \$21,000.00. 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 2024 Rolling Hills Landfill Disposal Contracts. Motion made by Robert Layden; Seconded by William Jones, motion was passed with no dissenting votes. Pending Solicitors Review.

Upon motion duly made and seconded, and by unanimous vote **Approval** of 2024 HHW Event Schedule. 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 Workers Comp Insurance; Total Cost \$ 36,393. 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 Employee Assistance Program; Total Cost \$ 3,750.00. 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** of Pension Plan Trustee/ CEO. Motion made by Robert Layden; Seconded by William Jones, motion was passed with no dissenting votes.

Other Business:

2024 Meeting Dates, 2<sup>nd</sup> and 3<sup>rd</sup> Wednesday of every month at 3:00 PM.

Executive Session-Cancelled

There being no further business, the meeting was adjourned at 3:55 PM.

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

	MONTH				YTD			
	Budget	Actual	Variance	%	Budget	Actual	Variance	%
<b>Delaware County Refuse</b>								
Delco Residential	12,702	13,814	1,112	9%	153,371	163,255	9,884	6%
Delco Commercial	9,102	9,252	150	2%	119,629	122,668	3,039	3%
Delco Direct Residential	6,148	3,917	(2,231)	-36%	68,023	53,684	(14,339)	-21%
Delco Direct Commercial	4,777	4,023	(754)	-16%	48,976	50,746	1,770	4%
<b>Total Tons</b>	<b>32,729</b>	<b>31,006</b>	<b>(1,723)</b>	<b>-5%</b>	<b>390,000</b>	<b>390,353</b>	<b>353</b>	<b>0%</b>
<b>Rolling Hills Landfill</b>								
Covanta Ash	29,528	32,339	2,811	10%	375,001	397,650	22,649	6%
Plymouth Ash	3,150	4,011	862	27%	40,000	48,872	8,872	22%
Berks County	4,102	7,327	3,224	79%	52,099	89,213	37,114	71%
Montgomery County	8,661	6,101	(2,560)	-30%	109,999	87,145	(22,854)	-21%
Residual	0	5,613	5,613		0	60,632	60,632	
<b>Total Tons</b>	<b>45,441</b>	<b>55,390</b>	<b>9,949</b>	<b>22%</b>	<b>577,100</b>	<b>683,512</b>	<b>106,412</b>	<b>18%</b>
<b>System Tons</b>	<b>78,170</b>	<b>86,396</b>	<b>8,226</b>	<b>11%</b>	<b>967,100</b>	<b>1,073,865</b>	<b>106,765</b>	<b>11%</b>
<b>Delco Tons to RHL</b>	<b>3,360</b>	<b>3,783</b>	<b>423</b>	<b>13%</b>	<b>36,960</b>	<b>39,496</b>	<b>2,536</b>	<b>7%</b>

## ISSUE PAPER

**Issue:** Purchase Trimble Earthworks Compaction GPS System for Bomag Compactor

**Background:** The landfill uses compactors to compact and/or increase the density of the waste, prolonging the life of the expensive liner systems. It is standard in the waste industry to have GPS systems installed on compactors to assist the operator in achieving the maximum compaction rate while minimizing fuel consumption-operating the compactor as efficiently as possible.

**Discussion:** The board approved the purchase of a Bomag compactor in October 2023. The compactor does not come equipped with a GPS so a specific brand/technology must be selected. RHL has been using "Trimble Earthworks Compaction GPS System" for all heavy equipment and surveying work and staff requested this be included in the Bomag quote. However, the price appeared high compared to other units. Staff contacted our existing, local GPA service provider-Sitech, for an alternative quote for the same Trimble system which was \$11,714 cheaper.

The need for continuity of the GPS system (and the limitation that places on the options) fits the exception as a Sole Source Procurement. This qualification to Sole Source the item was reviewed and approved by our solicitor-Rudolph Clarke.

The approved 2024 Capital Budget included \$95,060 for the Trimble GPS as part of the compactor purchase. The Sitech quote is \$56,809 less than had been budgeted.

VENDOR	MANUFACTOR	PRICE	BUDGET	BUDGET VARIANCE
Komatsu	Trimble	\$49,965	\$95,060	\$45,095
Sitech	Trimble	\$38,251	\$95,060	\$56,809

**Recommendation:** It is recommended the Board approves the purchase of the Trimble Earthworks Compaction System from Sitech for \$38,251.

Approved: \_\_\_\_\_ January 17th, 2024  
William Silverstein, Chairman

## ISSUE PAPER

**Issue:** Purchase an All-Terrain, Cross-Over Utility Vehicle for Rolling Hills Landfill

**Background:** Landfill staff use all-terrain, XUVs (cross-over utility vehicles) to transport employees and necessary equipment though out the site, which encompasses hundreds of acres. XUVs are smaller and more versatile than pickup trucks for traveling around the landfill terraces and other hard to reach areas. These units are wider (side-by-side seating) models which are safer than the traditional four-wheeler. The Gator is a 4x4 with a bed that can be used to haul tools and small equipment like generators /pumps to the point of need. XUVs are less expensive than pick-up trucks and are commonly used by landfill personnel throughout the industry.

**Discussion:** The Rolling Hills Landfill vehicle inventory is improving. Landfill management staff developed a Reduce, Replace and Repair plan along with a maintenance program. The goal of the RRR plan is to reduce the number of vehicles on the site, replace worn out trucks and make necessary repairs to trucks worth keeping in active use.

Management staff have reached out to the local John Deere dealer for available ATVs in the COSTARS program. Funding was included and is available in the 2024 capital budget for the XUV purchase in the amount of \$27,000.

**Recommendation:** It is recommended that the Board approve purchasing a 2024 John Deere Gator for \$26,343.60 from Deer Country Farm and Lawn, Inc using COSTARS.

Approved: \_\_\_\_\_ January 17th, 2024

William Silverstein, Chairman



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Deer Country Farm and Lawn  
 1923 Bowmansville Road  
 Po Box 456  
 Adamstown, PA 19501  
 717-484-4391  
 adamstowninfo@deercountry.net

### Quote Summary

**Prepared For:**

DELAWARE COUNTY SOLID WASTE  
 583 LONGVIEW RD  
 BOYERTOWN, PA 19512  
 Business: 610-367-2373

**Delivering Dealer:**

**Deer Country Farm and Lawn**  
 Matthew Schlegel  
 1923 Bowmansville Road  
 Po Box 456  
 Adamstown, PA 19501  
 Phone: 717-484-4391  
 Mobile: 717-629-4139  
 mattschlegel@deercountry.net

**Quote ID:** 30203989  
**Created On:** 09 January 2024  
**Last Modified On:** 09 January 2024  
**Expiration Date:** 08 February 2024

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2024)	\$ 26,343.60	1	=	\$ 26,343.60
<b>Contract:</b> PA Ag and Grounds Power Equip 4400028317 (PG 61 CG 22)				
<b>Price Effective Date:</b> January 8, 2024				
<b>Equipment Total</b>				<b>\$ 26,343.60</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 26,343.60
Trade In	
<b>SubTotal</b>	<b>\$ 26,343.60</b>
Est. Service	\$ 0.00
Agreement Tax	
<b>Total</b>	<b>\$ 26,343.60</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 26,343.60</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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

	Month				YTD				
	Budget	Monthly	Variance	Variance %	YTD Budget	YTD	Variance	Variance %	
<b>REVENUE</b>									
Delco Residential	\$1,005,282	\$1,146,573	\$141,291	14%	Delco Residential	\$12,138,341	\$13,554,979	\$1,416,638	12%
Delco Commercial	\$734,091	767,903	33,812	5%	Delco Commercial	\$9,648,425	\$10,187,403	538,978	6%
Delco Direct Residential	\$478,182	325,094	(153,088)	-32%	Delco Direct Residential	\$5,291,072	\$4,402,269	(888,803)	-17%
Delco Direct Commercial	\$394,672	333,933	(60,739)	-15%	Delco Direct Commercial	\$4,046,112	\$4,186,828	140,716	3%
Covanta Ash	651,673	690,965	39,292	6%	Covanta Ash	\$8,276,250	\$8,377,624	101,374	1%
Plymouth Ash	68,882	90,571	21,689	31%	Plymouth Ash	\$874,800	\$1,093,353	218,553	25%
Berks County	214,184	418,143	203,959	95%	Berks County	\$2,720,141	\$4,992,337	2,272,196	84%
Montgomery County	518,126	359,322	(158,804)	-31%	Montgomery County	\$6,580,200	\$5,168,585	(1,411,615)	-21%
Residual	0	268,150	268,150		Residual	\$0	\$2,819,717	2,819,717	
Grants	4,167	78,333	74,166	1780%	Grants	\$50,001	\$252,439	202,439	405%
Miscellaneous	5,000	35,120	30,120	602%	Miscellaneous	\$60,000	\$361,305	301,305	502%
<b>Total Revenue</b>	<b>\$4,074,260</b>	<b>\$4,514,107</b>	<b>\$439,847</b>	<b>11%</b>	<b>Total Revenue</b>	<b>\$49,685,342</b>	<b>\$55,396,839</b>	<b>\$5,711,497</b>	<b>11%</b>
Discounts		74,872	74,872		Discounts		\$962,691	962,691	
<b>Total Net Revenue</b>	<b>\$4,074,260</b>	<b>\$4,439,235</b>	<b>\$364,976</b>	<b>9%</b>	<b>Total Net Revenue</b>	<b>\$49,685,342</b>	<b>\$54,434,147</b>	<b>\$4,748,806</b>	<b>10%</b>
<b>EXPENSES</b>					<b>EXPENSES</b>				
Administration	\$239,195	\$236,856	(\$2,339)	-1%	Administration	\$2,892,176	\$2,659,944	(\$232,232)	-8%
Operations	474,954	397,196	(77,758)	-16%	Operations	\$5,792,928	\$5,172,773	(620,156)	-11%
Contract Hauling	850,486	749,111	(101,375)	-12%	Contract Hauling	\$9,742,830	\$9,701,950	(40,880)	0%
Covanta Processing	1,358,587	1,263,454	(95,133)	-7%	Covanta Processing	\$15,898,818	\$15,635,581	(263,237)	-2%
Delco Host Fees	59,984	54,873	(5,111)	-9%	Delco Host Fees	\$701,193	\$689,240	(11,953)	-2%
RHL Host Fees	382,653	373,719	(8,934)	-2%	RHL Host Fees	\$4,641,095	\$4,701,876	60,781	1%
HHW Events/Recycling	7,046	2,683	(4,363)	-62%	HHW Events/Recycling	\$84,551	\$39,068	(45,483)	-54%
<b>Total Expenses</b>	<b>\$3,372,905</b>	<b>\$3,077,892</b>	<b>(\$295,013)</b>	<b>-9%</b>	<b>Total Expenses</b>	<b>\$39,753,590</b>	<b>\$38,600,431</b>	<b>(\$1,153,159)</b>	<b>-3%</b>
<b>Debt P &amp; I Payments</b>	<b>\$60,950</b>	<b>\$60,950</b>	<b>\$0</b>			<b>\$731,400</b>	<b>\$731,400</b>	<b>\$0</b>	
<b>Operating Surplus (Deficit)</b>	<b>\$640,405</b>	<b>\$1,300,394</b>	<b>\$659,989</b>	<b>103%</b>	<b>Operating Surplus (Deficit)</b>	<b>\$9,200,351</b>	<b>\$15,102,316</b>	<b>\$5,901,965</b>	<b>64%</b>

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

Capital Budget 2023		\$6,280,000
Capital Expense YTD 2023		<u>\$6,960,577</u>
Capital Budget Balance 2023		-\$680,577
	<b>Summary</b>	
Net Operating Surplus December 2023		\$1,397,792
Capital Expense December 2023		\$898,590
Capital Reserve Contribution		\$0
Operating Account Contribution from Operating Surplus		\$499,202
Capital Reserve Account Beginning Balance as of 12/01/23		\$5,941,428
Capital Reserve Account Interest		\$27,994 (5.55%)
Capital Reserve Account Ending Balance as of 12/30/23		\$5,969,423
Republic Operating Account Beginning Balance as of 12/01/23		\$3,710,539
Republic Operating Account Interest		\$2,612 (1.56%)
Republic Operating Account Ending Balance as of 12/30/23		\$2,026,902
PLGIT Short-Term Account Balance as of 12/30/23		\$6,770,616 (5.31%)
Total Account Balances		<u>\$14,766,941</u>
<b>**Restricted Accounts**</b>		
PLGIT Landfill Closure/PC Account Balance as of 12/30/23		\$1,134,058 (5.55%)

**Delaware County Solid Waste Authority**  
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
Feb 2024 Rent	61...	610 Baltimore Pike LLC	February, 2024 Lease @ 610 E. Baltimore Pike	5,565.38
	Tot..	610 Baltimore Pike LLC		5,565.38
52901	AL...	Alex's Tire Center	23.5/R25 MM78 Recap & Section Repair - #1,2,3 CAT 730C2 Truc	2,675.00
52980	AL...	Alex's Tire Center	23.5R25 Section Repair (2) #3 CAT 730C2 Truck	1,300.00
	Tot..	Alex's Tire Center		3,975.00
083394	A...	American Crane & Equipment Cor	Replace Pendant, Telemechanique Controller - Maint. Blding.	1,030.00
083489	A...	American Crane & Equipment Cor	2023 OSHA Complaint Crane/Hoist Inspection - Maint./LTP Tank	1,025.91
	Tot..	American Crane & Equipment Cor		2,055.91
5330281274	Ara...	Aramark	Employee Weekly Uniform Rentals (3) Transfer Stations	61.21
5330284470	Ara...	Aramark	Employee Weekly Uniform Rentals (3) Transfer Stations	61.21
	Tot..	Aramark		122.42
0011770	AR...	ARM Group LLC	Pad 107 & 2023 Capping Construction CQA (10/1-31/23)	10,858.63
0011821	AR...	ARM Group LLC	RHLP 2023 Paving Project CQA (10/1-31/23)	16,278.52
	Tot..	ARM Group LLC		27,137.15
01P8990	AS...	Associated Truck Parts	Baldwin Hydraulic Filter #BT389-10 (4) Stewart-Amos Sweeper	108.68
	Tot..	Associated Truck Parts		108.68
53972	Atl...	Atlantic Nuclear Corp.	Supply & Install Detector @ Pit.#1	837.59
	Tot..	Atlantic Nuclear Corp.		837.59
111713	BO...	Borough of Pottstown	12/23 Leachate Treatment (2,809,895 gals.)	44,677.33
	Tot..	Borough of Pottstown		44,677.33
952340-000	BO...	Boyertown Supply, Inc.	1in.X12in.Blk. Nipple/90 Degree/X60in. Pipe Toe(2 ea.) Maint	100.98
	Tot..	Boyertown Supply, Inc.		100.98
1125577	Ch...	Chuck's Auto Salvage, Inc.	2013 F250 6.2L Engine - PU#8 2013 F250 Truck	5,320.00
	Tot..	Chuck's Auto Salvage, Inc.		5,320.00
4178955628	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (14), Coveralls (2) & Mat(5)	612.87
5189710740	Cin...	Cintas First Aid & Supplies	Acet. #19893531 Misc. First Aid Supplies - LF	85.63
4178256361	Cin...	Cintas First Aid & Supplies	Employee Weekly Uniform Rentals (14), Coveralls (2) & Mat(5)	592.66
	Tot..	Cintas First Aid & Supplies		1,291.16
34434	CO...	Computer Center of North Ameri	Vipre Endpoint Cloud, Detection & Response(20) thru 2/16/2025	1,650.00
34433	CO...	Computer Center of North Ameri	Install L.deLeon Docking Station, Upgrade S. Cordes PC&T/S La	1,276.00
34429	CO...	Computer Center of North Ameri	Lenovo ThinkCentre(2), Configure Lisa PC/Printer&T/S S. Corde	4,593.94
	Tot..	Computer Center of North Ameri		7,519.94
1223_DCSWA	Co...	Covanta Delaware Valley	December, 2023 Waste Disposal	572,488.36
1223_DCSWA	Co...	Covanta Delaware Valley	December, 2023 Waste Disposal	54,873.12
	Tot..	Covanta Delaware Valley		627,361.48
19888157	CR...	Crystal Springs	Spring Water Supply & Mthly. Rental (Site/Office)	145.90
122223				

**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>
	Tot...	Crystal Springs		145.90
P47252	De...	Deer County Farm & Lawn, Inc.	Rod, Radiator Hose (2) & Rail - #2 JD Gator & JD 5400 Tracto	578.29
P49107	De...	Deer County Farm & Lawn, Inc.	Element Filter #M177598 - #1/#2 2023 JD Gators	198.33
	Tot...	Deer County Farm & Lawn, Inc.		776.62
S102169894.0...	DE...	Denney Electric Supply	SPST Toggle Switch On-Off #NSI78210TS	6.89
	Tot...	Denney Electric Supply		6.89
8-366-76540	FE...	Federal Express Corporation	Fedex Envelope & Fedex Custom - LF	22.76
8-359-16849	FE...	Federal Express Corporation	Fedex Envelope - RT	8.17
	Tot...	Federal Express Corporation		30.93
INV1372520	FR...	Fraser Advanced Info. System	Contract CT10446-01 12/25/23-1/24/24-Sharp MX3071 Copier/Scn	154.00
	Tot...	Fraser Advanced Info. System		154.00
1227158	Ga...	GasTec Enterprises	Propane (1,534.8 gals.) Maintenance Bldg.	3,068.07
	Tot...	GasTec Enterprises		3,068.07
93856	Ge...	Gehring Mechanical	11/21/23 HP-5 Lennox Heat Pump Service Call - Admin. Bldg.	131.50
	Tot...	Gehring Mechanical		131.50
227120	GI...	Gilbertsville Auto Supply	Spark Plug #APP5363(16) & Wire Kit #699008K - PU#8 2013 F250	173.16
227396	GI...	Gilbertsville Auto Supply	Driver/Passenger Side Ignition Coil (4 ea.) PU#8 2013 F250 T	696.76
226433	GI...	Gilbertsville Auto Supply	4 Post Relay #AR282 (2)	26.14
226710	GI...	Gilbertsville Auto Supply	Valvoline 75W90 Gear Oil #723856	310.44
225744	GI...	Gilbertsville Auto Supply	Misc. Shop Supplies	224.99
	Tot...	Gilbertsville Auto Supply		1,431.49
INV0225858	GI...	Foley, Inc.	Antenna Assembly #8E1118 - #3 D7-17 Dozer	26.67
INV0199909	GI...	Foley, Inc.	Gasket, Regulator As, Cap A & Seal-O-Ring(2.5) 279D Skid Stee	99.04
	Tot...	Foley, Inc.		125.71
PSO522886-1	Gr...	GT & B LLC	Filter Element(12), Air Filter(6) & Plug(2) #5 JD 750L Dozer	724.20
	Tot...	GT & B LLC		724.20
K98372	HI...	Highway Equip. & Supply Co.	Sight Tube R Gasket(2)/Glass&6in.Fluid Level Kit - IR Air Co	638.26
	Tot...	Highway Equip. & Supply Co.		638.26
8074726	HO...	Home Depot	3.3 Cu. Ft. Mini Refrigerator - Pit.#3	139.00
2202745	HO...	Home Depot	40 lb. Ice Melt Blend Bag (6)	83.82
	Tot...	Home Depot		222.82
82094019	Int...	Interstate Battery System of R	Battery MTP-78DT - #9 Godwin Pump	132.95
62145618	Int...	Interstate Battery System of R	Battery MTP-78DT - JD 5400 Tractor	132.95
	Tot...	Interstate Battery System of R		265.90
158	Kat...	Kathryn Sandoe LLC	December, 2023 Consulting	450.00
	Tot...	Kathryn Sandoe LLC		450.00

Delaware County Solid Waste Authority  
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
127109	Kin...	Kinsley Construction Inc.	Pad 107 & 2023 Cap Construction - Project No. 234030	111,228.30
126899	Kin...	Kinsley Construction Inc.	Pad 107 & 2023 Cap Construction - Project No. 234030	274,372.54
192736	Kin...	Kinsley Construction Inc.	10/2-10/4/2023 Operator Rental (28.5 hrs. @ \$60.00/hr.)	1,710.00
	Tot...	Kinsley Construction Inc.		387,310.84
E02657	Ko...	Komatsu	2024 Bomag BC1173RB-5 Compactor S/N 101930621027	1,304,939.27
	Tot...	Komatsu		1,304,939.27
CICH373768	LE...	Lee Supply Co., Inc.	6in.X4in. HDPE DR17 Tee-IPS Reducing Molded(2)	169.62
	Tot...	Lee Supply Co., Inc.		169.62
187679	Lev...	Levan Machine Co., Inc.	48x18x18in.Roughneck Underbody Tool Box - PU#15 2020 1500 Si	546.25
	Tot...	Levan Machine Co., Inc.		546.25
08162023A	Ma...	Mantega LLC	7/24/23 GPS Technical Services (22 hrs. @ \$115/hr.) LF	2,530.00
	Tot...	Mantega LLC		2,530.00
240354	M...	Martin Stone Quarries, Inc.	Structural Fill (11034.09 tons) Phase 2A	94,893.13
	Tot...	Martin Stone Quarries, Inc.		94,893.13
S-2235354	Mc...	Wm. P. McGovern, Inc.	Pump Out Holding Tank (3714 gals.) Plt.#1	381.50
S-2235355	Mc...	Wm. P. McGovern, Inc.	Pump Out Disposal Tank (4580 gals.) Plt.#3	632.20
	Tot...	Wm. P. McGovern, Inc.		1,013.70
437340-1	Mo...	Moyer Indoor/Outdoor	1/24 Pest Control Service - LF	298.17
	Tot...	Moyer Indoor/Outdoor		298.17
I-2407964	OF...	Office Basics, Inc.	20# 8.5x11 Copier Paper (4 cases) Rose Tree	211.96
	Tot...	Office Basics, Inc.		211.96
9C120114-01	PA...	Passmore Service Center	Right Hand Push Arm Assembly #462226 - Scag Mower	152.63
	Tot...	Passmore Service Center		152.63
51401627	Pet...	PetroChoice LLC	Diesel Exhaust Fluid (DEF) 2.5 gals.@80 cases/pallet(2)	1,803.20
	Tot...	PetroChoice LLC		1,803.20
INV/2024/0676	Por...	Port A Bowl Restroom Co.	Portable Toilets (2 Units) 1/8-2/4/24 & Hand Sanitizer	239.80
	Tot...	Port A Bowl Restroom Co.		239.80
025	Pra...	Practical Waste Solutions, LLC	CEO Consulting Services (12/1-31/23) J. Warner	20,080.57
	Tot...	Practical Waste Solutions, LLC		20,080.57
23L0601249204	Re...	ReadyRefresh by Nestle	Acct. #0601249204 - Cooler Rental - Plt.#3	6.50
	Tot...	ReadyRefresh by Nestle		6.50
01032476465	SN...	Michael R. Yeager	Solus Edge Scanner Software Subscription (Jan-Feb, 2024)	132.32
12192376324	SN...	Michael R. Yeager	10ft. Magnetic Back Test Leads #AEM1135	53.00
	Tot...	Michael R. Yeager		185.32

**Delaware County Solid Waste Authority**  
Invoices Selected for Payment

Invoice Number	Ve...	Vendor Name	Invoice Description	Invoice Amount
0277505	SSM	Spotts, Stevens & McCoy, Inc.	10/31-12/1/23 Survey Phase 2 Project Area	7,856.00
0277504	SSM	Spotts, Stevens & McCoy, Inc.	10/9-12/1/23 Topo Survey Pad 107 & 2023 Cap Construction	2,094.00
0277503	SSM	Spotts, Stevens & McCoy, Inc.	10/11-12/1/23 Survey Access Road,PC Stone,Road along Pad 107	<u>4,220.75</u>
	Tot...	Spotts, Stevens & McCoy, Inc.		14,170.75
Jan24	Sta...	Standard Insurance Co.	Life/AD&D, Long Term-January, 2024	<u>1,286.51</u>
	Tot...	Standard Insurance Co.		1,286.51
23112361	Str...	Stradley & Ronon	October, 2023 LF Gas Contract Review	<u>3,852.50</u>
	Tot...	Stradley & Ronon		3,852.50
P4000032A	SU...	Suburban Testing Labs, Inc.	Semi-Annual Stormwater (7)	2,735.00
P4000032B	SU...	Suburban Testing Labs, Inc.	Qtrly. Residential Wells (5)	2,200.00
P4000032C	SU...	Suburban Testing Labs, Inc.	Leachate Analysis (DELCORA)	1,033.00
P4000032	SU...	Suburban Testing Labs, Inc.	Outfall 006, Weekly Outfall 007/T-002 & Monthly SP-5/6	<u>2,949.00</u>
	Tot...	Suburban Testing Labs, Inc.		8,917.00
9318	Th...	The Casindia Company, LLC	12/23 Cleaning Service (Admin./Maint./Scalehouse @ LF)	<u>720.00</u>
	Tot...	The Casindia Company, LLC		720.00
25127	TSI	The Standard Group	#10 Standard Security Window Envelope (1,000) RT	130.00
25112	TSI	The Standard Group	#10 Standard Envelope (500) RT	<u>112.41</u>
	Tot...	The Standard Group		242.41
193080677	UN...	United Concordia Co., Inc.	Dental Ins. #005450001123D (2/1-2/29/24)	<u>1,650.42</u>
	Tot...	United Concordia Co., Inc.		1,650.42
120323	VE...	Verizon Telephone	Mthly. Telephone 544-7924	<u>201.40</u>
	Tot...	Verizon Telephone		201.40
9945672898	W....	W. W. Grainger, Inc.	Misc. Shop Supplies	321.18
9931085436	W....	W. W. Grainger, Inc.	Bernzomatic TS4000T Hand Torch - Maint. Bldg.	220.02
9936535203	W....	W. W. Grainger, Inc.	9in. X 9in. X 9in. Boot Brush #8CVD2 (2)	172.98
9936535195	W....	W. W. Grainger, Inc.	32in. Aluminum Trash Grabber #13R142 (5)	38.25
9939163987	W....	W. W. Grainger, Inc.	1-1/4in. Bore Cast Iron Pillow Block #3FCP8 (4)	136.20
9941335938	W....	W. W. Grainger, Inc.	1-3/8in. Bore Cast Iron Pillow Block #36UZ14 (4)	173.68
9940380679	W....	W. W. Grainger, Inc.	42in.(6)/45in.(12)X4in. Delineator Posts	579.94
9939485075	W....	W. W. Grainger, Inc.	25in. X 125ft. Yellow Plastic Chain #33HG06	<u>101.04</u>
	Tot...	W. W. Grainger, Inc.		1,743.29
December2023	W...	Waste Management	December, 2023 Contract Hauling-Plt#1	343,811.91
December23	W...	Waste Management	December, 2023 Contract Hauling-Plt#3	272,375.91
December23RH	W...	Waste Management	December, 2023 Rolling Hills Landfill-Plt#3	<u>132,923.48</u>
	Tot...	Waste Management		749,111.30
50298	W...	Weaver's Hardware Company	4In. PVC Drain Fitting(2), GFCI Outlet & Cover - Maint. Bldg	<u>73.96</u>
	Tot...	Weaver's Hardware Company		73.96
1064219	Wh...	Whitetail Disposal	12/5, 19, 27/23 & 1/1/24 40 Yd. Roll Off Disposal	<u>165.00</u>
	Tot...	Whitetail Disposal		165.00

**Delaware County Solid Waste Authority**  
Invoices Selected for Payment

<u>Invoice Number</u>	<u>Ye...</u>	<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
53155	Wil...	William R. Gift	Unleaded Gasoline (742 gals.)	1,780.80
49512	Wil...	William R. Gift	Off Road Diesel Fuel (1320 gals.)	3,933.60
51118	Wil...	William R. Gift	Off Road Diesel Fuel (1214.6 gals.)	<u>3,583.07</u>
	Tot...	William R. Gift		9,297.47
1740029	Wi...	Winzer	Misc. Shop Supplies	974.21
1741961	Wi...	Winzer	Ford F150 Body Clip Assortment #971.50217	<u>275.92</u>
	Tot...	Winzer		1,250.13
1287	Wir...	Wireback Works	12/1-12/31/23 HR Consulting Services	<u>4,005.97</u>
	Tot...	Wireback Works		4,005.97
26-83043-63007	W...	WM Corporate Services, Inc.	12/1-12/31/23 Recycling Dumpsters 2(10)/4(4)/96(3) yds. Serv	<u>2,528.35</u>
	Tot...	WM Corporate Services, Inc.		2,528.35
<b>Report Total</b>				<u><u>3,347,842.73</u></u>



**Resolution No. 2024-2**

**A RESOLUTION OF THE DELAWARE COUNTY SOLID WASTE AUTHORITY TO RECOGNIZE THE NEED TO ASSIGN NEW PENSION ADMINISTRATORS TO ACT 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 add Lisa deLeon-CFO as an 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 17<sup>th</sup> day of January 2024 and executed within 20 business days.

Attest:

Delaware County Solid Waste Authority

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Brooks Stayer  
Chief Executive Officer

---

William Silverstein  
Chairman of the Board

**RC** | **RUDOLPH CLARKE, LLC**  
ATTORNEYS AT LAW

Edward Rudolph  
Michael P. Clarke  
Peter C. Amuso  
Michael L. Barbiero\*  
Lauren A. Gallagher\*  
Alexander M. Glassman\*

Barbara R. Merlie  
Leslie Pregel DiNapoli  
Kenneth Ferris  
Gregory R. Heleniak\*  
Nicole L.M. Feight  
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Derek A. Keightly  
Samantha L. Newell  
Harrison E. Fonteix  
Shaina P. Bethala  
Ryan C. Thomas

\*Member of PA & NJ Bars

OF COUNSEL:  
Matthew D. Bradford  
Steven J. Santarsiero  
Benjamin V. Sanchez\*  
Maria Collett  
Joseph W. Pizzo  
Stephen G. Pollock

SEVEN NESHAMINY INTERPLEX  
SUITE 200  
TREVOSE, PA 19053  
Phone 215-633-1890  
Fax 215-633-1830

[www.rudolphclarke.com](http://www.rudolphclarke.com)  
e-mail: [mclarke@rudolphclarke.com](mailto:mclarke@rudolphclarke.com)

Please respond to: Trevose

**Montgomery County Office**  
350 Sentry Parkway East  
Building 630, Suite 110A  
Blue Bell, PA 19422  
Phone 484-368-3808  
Fax 215-633-1830

**Delaware County Office**  
10 Beatty Road, Suite 102  
Media, PA 19063  
By appointment only  
Phone 215-633-1890  
Fax 215-633-1830

**Chester County Office**  
101 Lindenwood Drive, Ste 225  
Malvern, PA 19355  
By appointment only  
Phone 215-633-1890  
Fax 215-633-1830

**Burlington County Office**  
10000 Lincoln Drive East  
1 Greentree Center, Ste 201  
Marlton, NJ 08053  
By appointment only  
Phone 215-633-1890  
Fax 215-633-1830

December 13, 2023

Board of Directors  
Delaware County Solid Waste Authority  
610 E. Baltimore Pike  
Media, PA 19063

RE: Solicitorship

Dear Board Members:

I am writing at this time to request that the Board consider re-appointing our Firm as the Solicitor for the Delaware County Solid Waste Authority at our current rate of \$200.00 per hour for general representation, \$250.00 per hour for litigation matters, and \$125.00 per hour for all work performed by paralegals, effective January 1, 2024.

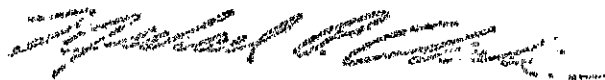
We have enjoyed the opportunity to serve the Board and the Authority for the past two years and we look forward to continuing our representation of the Authority.

If you should have any questions, please do not hesitate to contact me at your convenience.

Board of Directors  
Delaware County Solid Waste Authority  
December 13, 2023  
Page 2

Thank you for your kind consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael P. Clarke". The signature is written in a cursive style and is somewhat obscured by a large, dark, irregular smudge or shadow that overlaps it.

Michael P. Clarke

MPC/ec

cc: Brooks Stayer, Executive Director

## ISSUE PAPER

**Issue:** Engagement of Light Echo Co. - Public Relations Consulting Services Contract

**Background:** The Authority hired Light Echo (Katie Sandoe) in 2022 to draft and adopt a Right-to-Know (RTK) policy and train staff to manage and respond to requests. This required that we establish an Agency Open Records Officer (AOBO) and provide training to our designated AOBO employee (Michele Campellone) and initiate website development. This was the most cost-effective way to meet the requirements-with assistance by the solicitor on an "as needed" basis. The RTK work has been completed.

Additionally, the Authority maintains a website that offers the public and its various stakeholders a seamless opportunity to review information about the Board's meetings, agendas, and minutes, and the Authority's facilities, operations, budget and more, including the ability to download appropriate forms interfaces for truck permitting and Household Hazardous Waste (HHW) events. The Authority has no professional communications staff and outsourcing is the most cost-effective way to provide these services.

**Discussion:** Light Echo specializes in providing communications, marketing, public relations, and community engagement needs and allows the Authority to avoid the cost of staffing overhead or the expense of working with large agencies and firms. Staff are pleased with Light Echo's responsiveness in maintaining the website and overall communications and requests they be retained for 2024. Funding for Light Echo Consulting Services was included in the approved 2024 budget in the amount of \$20,000.

**Recommendation:** It is recommended that the Authority approve the 2024 professional services agreement with Light Echo Co.

Approved: \_\_\_\_\_ January 17th, 2024

William Silverstein, Chairman

*Proposal for Services*

**Delaware County Solid Waste Authority**

**C/O Brooks Stayer**



**LIGHT  
ECHO CO.**

*People + Purpose = Power to Transform*

## Professional Services Offerings

This professional services engagement provides the Delaware County Solid Waste Authority (DCSWA) with strategic, holistic solutions to its communications, marketing, public relations, and community engagement needs without the cost of staffing overhead or the expense of working with large agencies and firms.

My expertise offers the lenses of *communications* (raising awareness and advancing messaging), *public relations* (fostering brand reputation), *psychology* (influencing human thinking and behavior), *sociology* (shaping social conduct), and *systems thinking* (identifying patterns that connect to a shared purpose) to better position organizations for success.

Additionally, as an academic and ongoing facilitator of adult learning, I have the training and expertise to conduct valuable research, as well as the proficiency to facilitate focus groups, workshops, and individual and group trainings.

### Areas of Specialty:

- Public Relations (PR)
- Strategic Communications (internal and external)
- Marketing and Storytelling
- Media Relations, Issue Advocacy, and Crisis Communications
- Adult Learning, Psychology, and Sociology (shaping perspective and behavior)
- Public Outreach and Engagement
- Executive Branding and Personal Leadership
- Systems Thinking and Business Strategy

### Service Offerings:

- Strategic Communications & PR Support
- Community Engagement Planning
- Media Consultation and Training (including writing and interview prep)
- Market and Industry Research
- Creative Direction and Project Management
- Website Design (Squarespace) and Basic Maintenance
- Social Media Support (administration, design, analytics)
- Email marketing

## Example Applications:

Depending on DCSWA's needs and goals, I can put together a variety of packages to support its specific community and community engagement objectives. Below are a few examples or typical business needs:

- Organizational Changes (M&A, reorganization, new business strategy, brand refresh)
- Brand Refresh
- PSA or Public Awareness Campaign
- Crisis Communications Planning & Training
- Media Training
- Asset Development and Launch (website, social media program, videos, publications)
- Development of Launch of Community Outreach Initiatives
- Annual Marketing and Communications Planning and Execution

## Rate:

- \$200 / hour non-profit rate (billed in quarter hour increments)
- Travel additional (if required and agreed upon in advance)
- Any tools, resources, and/or assets needed to execute agreed upon deliverables are additional (including, but not limited to print items, digital materials, photography, videography, software, programs, etc.). Estimated costs will be provided for approval.

## Standard Terms & Conditions

### GENERAL

**Proposal:** The terms of the Proposal shall be effective for fourteen (14) days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

**Fees and Charges:** In consideration of the Services to be performed by Light Echo Co., Client shall pay to Light Echo Co. fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

**Additional Costs:** The Scope of Work pricing includes the fees as described in the Proposal only. Any and all outside costs including, but not limited to, photography, videography, online access, hosting fees, prototype production costs, etc., will be billed to Client unless specifically otherwise provided for in the Proposal.

**Invoices:** All invoices are payable upon receipt. A monthly service charge of 1.5 percent (as permitted by Pennsylvania state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Light Echo Co. reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditional upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

**Timing:** Light Echo Co. will prioritize performance of the Scope of Work as may be necessary or as identified in the Proposal and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either: (i) approve the Deliverables in writing, or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections, or corrections to Light Echo Co.

Light Echo Co. shall be entitled to request written clarification of any concern, objection, or correction. Client acknowledges and agrees that Light Echo Co.'s ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Scope of Work requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition, or Light Echo Co.'s obligations under this Agreement.

**Accreditation/Promotions:** All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Light Echo Co.'s name in the form, size and location as incorporated by Light Echo Co. in the Deliverables, or as otherwise directed by Light Echo Co. Light Echo Co. retains the right to reproduce, publish and display the Deliverables in its portfolios and websites, industry publications, and other media or exhibits for the purposes of recognition or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

### CONFIDENTIAL INFORMATION

**Confidential Information:** As part of evaluating a business relationship, during a business relationship, or both, either party may share access to its Confidential Information with the other party. "Confidential Information" shall mean information any confidential or proprietary information about the disclosing party's products, business and operations including, information relating to business plans, financial records, contractual agreements, pricing, price lists, trade secrets, procedures, marketing strategies and interests, or other intellectual property. Confidential Information will not include any information distributed to the public or otherwise obtainable outside



of the parties' relationship. Information will be considered Confidential Information whether or not it is identified or labeled as such. All Confidential Information shall remain the exclusive property of the disclosing party.

**Use of Confidential Information; Standard of Care:** The receiving party shall maintain all Confidential Information in strict confidence. The receiving party shall use the same care as it uses regarding its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. The receiving party may only use, share, and copy the Confidential Information as necessary to advance the parties business relationship or prospective business relationship.

**Unauthorized Use or Disclosure of Confidential Information; Equitable Relief:** If any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, the receiving party will: (a) immediately notify the owner of the Confidential Information; (b) take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and (c) take all necessary steps to prevent any further breach of this Agreement.

#### **INDEMNIFICATION/LIABILITY**

**By Client:** Client agrees to indemnify, save, and hold harmless Light Echo Co. from any and all damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations, or warranties under this Agreement. Under such circumstances Light Echo Co. shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Light Echo Co. provides Client with commercially reasonable assistance, information, and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Light Echo Co. in providing such assistance.

**By Light Echo Co.:** Light Echo Co. agrees to indemnify Client from any damages, liabilities, costs, losses, or expenses Client incurs because of a third-party's claim that Light Echo Co. infringed upon such third-party's intellectual property, committed an unfair trade practice that injured such third-party, or otherwise defamed such third-party. Client will promptly notify Light Echo Co. of any such claim. Light Echo Co. may, but is not required to, control the defense of such claims. Light Echo Co. will not be responsible for any amounts arising from a settlement agreement it did not approve.

Notwithstanding the foregoing, Light Echo Co. shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Light Echo Co.

**Force Majeure:** Light Echo Co. shall not be deemed in breach of this Agreement if Light Echo Co. is unable to complete the Scope of Work or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity of Light Echo Co. or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Light Echo Co.'s control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Light Echo Co. shall give notice to Client of its inability to perform or of delay in completing the Scope of Work and shall propose revisions to the schedule for completing the work.

**Governing Law and Dispute Resolution:** The formation, construction, performance, and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Pennsylvania without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state, and federal courts located in the state of Pennsylvania. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Light Echo Co. will

have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Light Echo Co. shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

**DURATION & MODIFICATION**

**Duration:** This Agreement shall commence upon the receipt by Light Echo Co. of the signed Proposal, together with a signed copy of these Standard Terms & Conditions by the Client ('Effective Date') and shall remain effective until the Scope of Work is completed and delivered.

**Termination:** This Agreement may be terminated for convenience at any time by either party effective immediately upon written notice, or the mutual agreement of the parties, or for cause if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

**Entire Agreement; Modification:** This Agreement is the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. This Agreement may be signed in counter parts and any copy distributed via email or other electronic means will have the same force and effect as a physically signed agreement.

**NOTICES**

All notices to be given hereunder shall be transmitted in writing either by USPS mail or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt (by automated confirmation or substantive reply by the recipient).

Light Echo Co.  
1441 Limestone Ridge  
Landisville, PA 17538

By signing below, the parties acknowledge their intent to enter into a binding agreement and that they have the authority to bind their respective organizations.

**LIGHT ECHO CO.**

**CLIENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ISSUE PAPER

**Issue:** Wireback Consulting (WC) HR Services Contract Extension

**Background:** The Authority has no HR professional staffing. As part of the continuing to improve the Authority's operations and administration, WC has provided extensive support. This support includes recruiting, hiring, job descriptions, insurance, workers compensation, health benefits plan, and more.

**Discussion:** WC continues to play a key role in advising the Authority/CEO on numerous matters concerning HR, benefits, compensation, employee counseling and discipline. Funding for Wireback Consulting Services was included in the approved 2024 budget in the amount of \$30,000.

**Recommendation:** It is recommended the Authority approve the extension of the 2023 professional services agreement with Wireback Consulting, LLC.

Approved: \_\_\_\_\_ January 17th, 2024  
William Silverstein, Chairman

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# PROPOSAL FOR SERVICES

---

**Delaware County Solid Waste Authority**



DECEMBER 4, 2022

LESLIE D. WIREBACK  
OWNER AND COACH

---

## **Background**

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

## **Scope**

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

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

## **Fees and Terms**

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

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

Payment terms are Net 20 from the invoice date.

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## Standard Terms and Conditions

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

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

### Obligations of the Parties.

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

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

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

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

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

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Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

**Wireback Consulting LLC**

Signature: 

Print Name: Leslie D. Wireback

Print Title: Owner and Coach

Date: December 4, 2022

**Client**

Signature: 

Print Name: James D Wower

Print Title: INTERIM CEO

Date: 12-21-22



## ISSUE PAPER

**Issue:** Practical Waste Solutions (PWS) Consulting Services Contract Extension

**Background:** The Authority retained PWS in 2021 as part of the effort to overhaul the entire agency which had experienced years of neglect and was nearing financial insolvency. This included naming Jim Warner (President of PWS) as interim-CEO and a full-time employee. He has made tremendous progress in that capacity: Rolling Hills Landfill expansion, Covanta agreement renegotiated, staffing evaluations/changes, initiated system financial modeling, set budget standards, balanced rates, increased revenues and profitability, enhanced transparency, and accountability, begun to move waste from Covanta to RHL, initiated a LFGE project with NextEra, established a closure/post-closure fund, and updated employee handbook and benefits. Lastly, he coordinated the search for a new, permanent CEO and helped with the selection of a CFO. In the past 4.5 months has been working to ensure a smooth transition and no loss of momentum by cascading of his ~24 months of DCSWA experience and 35 years of PA experience to the new staff.

**Discussion:** Even with all that has been accomplished, much work still needs to be done. PWS has continued to work as a part-time employee providing expert knowledge on PA and the intricacies specific to the ACT 101 plan, County Waste Codes, Delegation Agreement, and how these elements work together to establish the Authority's mission moving forward. He is also coordinating the rebuilding of the transfer stations and the funding of ~\$100 million in pending CAPEX projects.

The plan into 2024 is for PWS to continue to coordinate the ACT 101 plan and assist with the Delegation Agreement and transition much of this workload to the Project Manager/Deputy position (March 2024?) once it is filled. PWS will then be consulted on an as-needed basis to advise the Authority/CEO on related matters. Funding for PWS Consulting Services was included in the approved 2024 budget in the amount of \$120,000.

**Recommendation:** It is recommended the Authority approve extending the services of Practical Waste Solutions at the terms provided.

Approved: \_\_\_\_\_ January 17th, 2024

William Silverstein, Chairman

Practical Waste Solutions, LLC

Memo

**To:** Brooks Stayer, CEO  
**From:** Jim Warner, President  
**Cc:**  
**Date:** January 3, 2024  
**Re:** Consulting Terms for 2024

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Brooks, my consulting fees for next year for service to the Delaware County Solid Waste Authority are itemized below:

Labor Rate: \$186.00 (+4.2%)

Travel Time Rate: 50% of Labor Rate (was 40%)

Mileage: \$0.67 per mile (2024 Federal Mileage Rate)

Food Stipend: Flat \$40 per day when staying overnight

Lodging: 100% of rate incurred (maximum \$250/night)

**Work Plan:** It is understood I will work to keep billing at or below approximately 25 hours per week, while still spending 2 days per week in the Media office. Upon additional staffing, I understand my services will become more on an “as needed basis” and reflect a more common consulting role.

Approved: \_\_\_\_\_ January 17th, 2024  
William Silverstein, Chairman