

**PUBLIC INFORMATION PACKET**  
**DELAWARE COUNTY SOLID WASTE**  
**AUTHORITY BOARD MEETING**

**ROSE TREE PARK**

**FEBRUARY 9, 2022**

**AGENDA**  
**DELAWARE COUNTY SOLID WASTE AUTHORITY**  
**MEETING**  
**ROSE TREE PARK**  
**FEBRUARY 9, 2022**

1. Call to Order
2. Pledge of Allegiance
3. Nominations and Election of Officers for Calendar Year 2022.
  - Nominations and Election of Chairman
  - Nominations and Election of Vice Chairman
  - Nominations and Election of Secretary
  - Nominations and Election of Treasurer
  - Nominations and Election of Assistant Secretary
  - Nominations and Election of Assistant Treasurer
4. **Approval** of the Minutes of the Board of Directors Meeting held at Rose Tree Park on January 12, 2022.
5. **Approval** of the Minutes of the Board of Directors Meeting held at Rose Tree Park on January 19, 2022.
6. **Approval** of Committee Assignments for 2022
7. Public Comment
8. Report: Jim Warner
9. Facility Committee's Report
  - Review:** January 2022 Tonnage Summary
10. Finance Committee Report
  - Action Item:** Approval of Payment of Bills for January 2022 in the amount of \$ 1,996,344.24
  - Action Item:** Approval of Engagement Letter from Auditor BTCPA.
  - Review:** January 2022 Month/YTD Budget Report
11. Personnel and Pension Committee's Report
  - Action Item:** Approve Resolution 2022-2, Naming James D. Warner as Interim CEO
12. Strategic Planning/ Needs Assessment Committee's Report
  - Action Item:** Approve Consulting Agreement with Kathryn Sandoe, LLC-RE: RTK and Website
  - Action Item:** Approve Consulting Agreement with Wireback Consulting, LLC-RE: HR Related
  - Action Item:** Approve Consulting Agreement with Gershman, Brickner & Bratton, Inc.-RE: Business Modeling
13. Other Business
  - Action Item:** Adopt Right-To-Know Policy
  - Action Item:** Resolution 2022-3: Ratification of Obtaining Surety Bond No. 2485063
  - Action Item:** Approve RFP for Management Legal Services/ Solicitorship
  - Internal Directive:** Update/Modernize By-Laws of the Authority
14. Solicitor
15. Executive Session
  - Litigation Update
  - Personnel
16. Adjournment

**DELAWARE COUNTY SOLID WASTE AUTHORITY**

**Rose Tree Park**

**January 12, 2022**

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

The pledge of Allegiance was said.

In attendance were the following:

James Kelly, Chairman  
Robert Layden, Secretary  
John Butler, Member  
James McLaughlin, Member

Also, In attendance:

Joseph Crawford, Solicitor  
James Warner, Consultant  
Wendy Marburger, Landfill COO

Upon motion duly made and seconded, and by unanimous vote **Approval** to defer Nominations and Election of Officers for the Calendar Year 2022 until February's meeting. Motion made James McLaughlin Seconded by Robert Layden; motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Appointment** of Solicitor: Joseph Crawford of Hangley Aronchick Segal Pudlin & Schiller. Motion made James McLaughlin Seconded by Robert Layden; motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Minutes of the Public Meeting held at Rose Tree Park on December 8, 2021. Motion made by John Butler Seconded by James McLaughlin; motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** to defer Approval of Committee Assignments for 2022 until February's meeting. Motion made James McLaughlin Seconded by Robert Layden; motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of the 2022 Board Meeting Dates and Time. Motion made by John Butler Seconded by James McLaughlin; motion was passed with no dissenting votes.

Public Attendance:

Mike Ewall: No Comment

Upon motion duly made and seconded, and by unanimous vote **Approval** of Payment of Bills in the amount of \$ 3,613,590.58. Motion made by James McLaughlin; Seconded by Robert Layden, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Designation of Depositories (Chairman, Vice Chairman, and Treasurer)** for Authority Funds for Calendar Year 2022: Republic Bank. Motion made James McLaughlin, Seconded by Robert Layden, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Designation of Chairman, Vice Chairman, and Treasurer** as Authorized signers on the bank account: Republic Bank. Motion made James McLaughlin, Seconded by John Butler, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of BTCPA as Auditor for the Fiscal Year 2021. Motion made James McLaughlin, Seconded by John Butler, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Resolution 2022-1: Approve Jim Warner as Designee to Sustainability Commission. Motion made James McLaughlin, Seconded by John Butler, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Authorization to Award Bids:

- Supply and Install Geosynthetic Liner & Piping System Phase I Rolling Hills Landfill Expansion to Chenango Contracting Company in the amount of \$ 2,840,221.00.

Motion made John Butler, Seconded by Robert Layden, motion was passed with no dissenting votes

- Purchase and Delivery of Diesel Fuel and Unleaded Gasoline to Diesel Direct dba Talley Petroleum Enterprises based on OPIS price at time of delivery plus Total Delivery Cost of \$78,855.00.

Motion made James McLaughlin, Seconded by John Butler, motion was passed with no dissenting votes

There being no further business, the meeting was adjourned

**DELAWARE COUNTY SOLID WASTE AUTHORITY**

**Rose Tree Park**

**January 19, 2022**

The meeting was called to order at 5:00 PM.

The pledge of Allegiance was said.

In attendance were the following:

Robert Layden, Secretary  
Thomas Donahue, Member  
John Butler, Member  
James McLaughlin, Member

Also, In attendance:

Joseph Crawford, Solicitor  
James Warner, Consultant

Public Comment: None

Upon motion duly made and seconded, and by unanimous vote **Approval** of Retention letter from Land Air Waste Solutions, LLC in the appeal of the Rolling Hills Landfill Expansion Permit. Motion was passed with no dissenting votes.

The sole purpose of the meeting as stated in the attached notice of the meeting, was to consider the retention of Land Air Water Solutions, LLC.

There being no further business, the meeting was adjourned

**NOTICE OF SPECIAL MEETING  
DELAWARE COUNTY SOLID WASTE AUTHORITY**

Notice is hereby given that the Delaware County Solid Waste Authority will hold a Special Meeting of the Board scheduled for Wednesday, January 19, 2022 at 5:00 P.M., at the Rose Tree Park - Hunt Club, 1521 North Providence Road, Media, PA 19063. The only matter to be discussed and acted upon will be the selection and retention of legal counsel to represent the Authority in a legal proceeding before the Environmental Hearing Board involving the Authority's permit to expand the disposal capacity of the Rolling Hills landfill.

1. Members of the public **are encouraged to participate in the meeting by Zoom on Wednesday, January 19, 2022 at 5:00 p.m.** Most of the members of the Authority's Board expect to participate by Zoom. The Zoom Meeting information is as follows:

<https://us02web.zoom.us/j/83737302936?pwd=VzdLYk1hcGlCaGxCcWtlalQ3RlgzUT09>

Meeting ID: 837 3730 2936

Passcode: 500597

2. If you choose to attend the meeting in-person at the Hunt Club at the address set forth above, you must wear a mask during the meeting. The Authority will make a reasonable effort to have a computer available so that members of the public present at the Hunt Club can see and hear what is said during the Zoom session. For reasons of public health, the Authority recommends that members of the public participate by Zoom.

## Board Committee Assignments 2022

### Finance:

John Butler  
James McLaughlin  
James Kelly

### Personnel and Pension:

Christine Reuther  
Thomas Donahue  
Robert Layden

### Strategic Planning/ Needs Assessment:

Christine Reuther  
Thomas Donahue  
Vacant

### Facility's:

John Butler  
Robert Layden  
James Kelly

### Audit:

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

	Month				YTD			
	Budget	Actual	Variance	Variance %	Budget	Actual	Variance	Variance %
<b>Delaware County Refuse</b>								
Delco Residential	14,065	9,802	(4,263)	-30%	14,065	9,802	(4,263)	-30%
Delco Commercial	8,189	6,793	(1,396)	-17%	8,189	6,793	(1,396)	-17%
Delco Direct Residential	4,769	4,647	(121)	-3%	4,769	4,647	(121)	-3%
Delco Direct Commercial	4,769	3,527	(1,241)	-26%	4,769	3,527	(1,241)	-26%
<b>Total Tons</b>	<b>31,791</b>	<b>24,770</b>	<b>(7,021)</b>	<b>-22%</b>	<b>31,791</b>	<b>24,770</b>	<b>(7,021)</b>	<b>-22%</b>
<b>Rolling Hills Landfill</b>								
Covanta Ash	30,431	23,770	(6,661)	-22%	30,431	23,770	(6,661)	-22%
Plymouth Ash	4,078	2,735	(1,344)	-33%	4,078	2,735	(1,344)	-33%
Berks County	3,279	2,737	(541)	-17%	3,279	2,737	(541)	-17%
Montgomery County	6,583	6,483	(99)	-2%	6,583	6,483	(99)	-2%
<b>Total Tons</b>	<b>44,371</b>	<b>35,725</b>	<b>(8,646)</b>	<b>-19%</b>	<b>44,371</b>	<b>35,725</b>	<b>(8,646)</b>	<b>-19%</b>
<b>System Tons</b>	<b>76,161</b>	<b>60,495</b>	<b>(15,667)</b>	<b>-21%</b>	<b>76,161</b>	<b>60,495</b>	<b>(15,667)</b>	<b>-21%</b>



**Delaware County Solid Waste Authority**  
**Check/Voucher Register**  
From 2/9/2022 Through 2/9/2022

Check Number	Check Date	Vendor Name	Check Amount
58220	2/9/2022	A Royal Flush Environmental	242.74
	2/9/2022	A Royal Flush Environmental	<u>121.37</u>
Total 58220	2/9/2022		364.11
58221	2/9/2022	A. N. Lynch Co., Inc.	469.84
	2/9/2022	A. N. Lynch Co., Inc.	<u>216.00</u>
Total 58221	2/9/2022		685.84
58222	2/9/2022	Airgas USA, LLC	399.36
	2/9/2022	Airgas USA, LLC	975.55
	2/9/2022	Airgas USA, LLC	<u>748.21</u>
Total 58222	2/9/2022		2,123.12
58223	2/9/2022	Alex's Tire Center	1,365.06
	2/9/2022	Alex's Tire Center	3,050.00
	2/9/2022	Alex's Tire Center	<u>2,790.00</u>
Total 58223	2/9/2022		7,205.06
58224	2/9/2022	AQUA Pennsylvania	92.26
	2/9/2022	AQUA Pennsylvania	<u>101.98</u>
Total 58224	2/9/2022		194.24
58225	2/9/2022	Associated Truck Parts	50.83
	2/9/2022	Associated Truck Parts	330.44
	2/9/2022	Associated Truck Parts	<u>14.13</u>
Total 58225	2/9/2022		395.40
58226	2/9/2022	AT & T Mobility	<u>398.61</u>
Total 58226	2/9/2022		398.61
58227	2/9/2022	Berg Construction, LLC	<u>157,371.00</u>
Total 58227	2/9/2022		157,371.00
58228	2/9/2022	Blazosky Associates, Inc.	1,189.00
	2/9/2022	Blazosky Associates, Inc.	19,191.12
	2/9/2022	Blazosky Associates, Inc.	7,633.85
	2/9/2022	Blazosky Associates, Inc.	<u>621.41</u>
Total 58228	2/9/2022		28,635.38
58229	2/9/2022	Borough of Pottstown	62.50
	2/9/2022	Borough of Pottstown	<u>35,853.33</u>
Total 58229	2/9/2022		35,915.83
58230	2/9/2022	Boyertown Supply, Inc.	<u>58.71</u>
Total 58230	2/9/2022		58.71
58231	2/9/2022	Brenntag Northeast, Inc.	<u>4,342.50</u>
Total 58231	2/9/2022		4,342.50

**Delaware County Solid Waste Authority**  
**Check/Voucher Register**  
**From 2/9/2022 Through 2/9/2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
58232	2/9/2022	Constance M. Butler	<u>200.48</u>
Total 58232	2/9/2022		200.48
58233	2/9/2022	Chester Water Authority	<u>663.01</u>
Total 58233	2/9/2022		663.01
58234	2/9/2022	Cintas First Aid & Supplies	<u>46.42</u>
Total 58234	2/9/2022		46.42
58235	2/9/2022	CMT Laboratories, Inc.	<u>1,025.00</u>
Total 58235	2/9/2022		1,025.00
58236	2/9/2022	Comcast Cable	<u>458.96</u>
Total 58236	2/9/2022		458.96
58237	2/9/2022	Computer Center of North Ameri	964.97
	2/9/2022	Computer Center of North Ameri	<u>580.00</u>
Total 58237	2/9/2022		1,544.97
58238	2/9/2022	Covanta Delaware Valley	<u>687,764.18</u>
Total 58238	2/9/2022		687,764.18
58239	2/9/2022	Crystal Springs	<u>233.63</u>
Total 58239	2/9/2022		233.63
58240	2/9/2022	Delaware Valley Contractors, I	<u>2,022.61</u>
Total 58240	2/9/2022		2,022.61
58241	2/9/2022	DELCORA	<u>300.00</u>
Total 58241	2/9/2022		300.00
58242	2/9/2022	Federal Express Corporation	15.16
	2/9/2022	Federal Express Corporation	52.61
	2/9/2022	Federal Express Corporation	96.28
	2/9/2022	Federal Express Corporation	<u>59.30</u>
Total 58242	2/9/2022		223.35
58243	2/9/2022	Colliflower, Inc.	2,512.90
	2/9/2022	Colliflower, Inc.	<u>249.22</u>
Total 58243	2/9/2022		2,762.12
58244	2/9/2022	Fraser Advanced Info. System	338.80
	2/9/2022	Fraser Advanced Info. System	17.82
	2/9/2022	Fraser Advanced Info. System	<u>142.00</u>
Total 58244	2/9/2022		498.62
58245	2/9/2022	GasTec Enterprises	2,509.78
	2/9/2022	GasTec Enterprises	<u>2,285.83</u>

**Delaware County Solid Waste Authority**  
**Check/Voucher Register**  
 From 2/9/2022 Through 2/9/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
Total 58245	2/9/2022		4,795.61
58247	2/9/2022	Gilbertsville Auto Supply	131.88
	2/9/2022	Gilbertsville Auto Supply	50.10
	2/9/2022	Gilbertsville Auto Supply	502.53
	2/9/2022	Gilbertsville Auto Supply	4.97
	2/9/2022	Gilbertsville Auto Supply	126.52
	2/9/2022	Gilbertsville Auto Supply	74.65
	2/9/2022	Gilbertsville Auto Supply	173.98
	2/9/2022	Gilbertsville Auto Supply	22.61
	2/9/2022	Gilbertsville Auto Supply	134.28
	2/9/2022	Gilbertsville Auto Supply	1.79
	2/9/2022	Gilbertsville Auto Supply	259.93
	2/9/2022	Gilbertsville Auto Supply	38.62
	2/9/2022	Gilbertsville Auto Supply	64.95
	2/9/2022	Gilbertsville Auto Supply	360.19
	2/9/2022	Gilbertsville Auto Supply	79.80
	2/9/2022	Gilbertsville Auto Supply	75.21
Total 58247	2/9/2022		2,102.01
58250	2/9/2022	Foley, Inc.	226.60
	2/9/2022	Foley, Inc.	121.48
	2/9/2022	Foley, Inc.	1,647.71
	2/9/2022	Foley, Inc.	15.52
	2/9/2022	Foley, Inc.	66.13
	2/9/2022	Foley, Inc.	618.16
	2/9/2022	Foley, Inc.	84.35
	2/9/2022	Foley, Inc.	18.12
	2/9/2022	Foley, Inc.	120.33
	2/9/2022	Foley, Inc.	93.12
	2/9/2022	Foley, Inc.	82.40
	2/9/2022	Foley, Inc.	410.79
	2/9/2022	Foley, Inc.	40.11
	2/9/2022	Foley, Inc.	40.11
	2/9/2022	Foley, Inc.	161.00
	2/9/2022	Foley, Inc.	196.64
	2/9/2022	Foley, Inc.	597.30
	2/9/2022	Foley, Inc.	249.67
	2/9/2022	Foley, Inc.	225.86
	2/9/2022	Foley, Inc.	8.31
	2/9/2022	Foley, Inc.	651.67
	2/9/2022	Foley, Inc.	2,511.94
	2/9/2022	Foley, Inc.	95.82
	2/9/2022	Foley, Inc.	1,324.68
	2/9/2022	Foley, Inc.	71.00
	2/9/2022	Foley, Inc.	453.72
	2/9/2022	Foley, Inc.	4,858.78
Total 58250	2/9/2022		14,991.32
58251	2/9/2022	Grannetino Trucking Co.	19,491.96
	2/9/2022	Grannetino Trucking Co.	32,226.06
	2/9/2022	Grannetino Trucking Co.	30,032.92
Total 58251	2/9/2022		81,750.94
58252	2/9/2022	Hangley Aronchick Segal Pudlin	1,000.00

**Delaware County Solid Waste Authority**  
**Check/Voucher Register**  
From 2/9/2022 Through 2/9/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
	2/9/2022	Hangley Aronchick Segal Pudlin	12,671.52
	2/9/2022	Hangley Aronchick Segal Pudlin	<u>236.00</u>
<b>Total 58252</b>	2/9/2022		13,907.52
58253	2/9/2022	Highmark Blue Shield	<u>43,952.14</u>
<b>Total 58253</b>	2/9/2022		43,952.14
58254	2/9/2022	Home Depot	47.64
	2/9/2022	Home Depot	<u>49.97</u>
<b>Total 58254</b>	2/9/2022		97.61
58255	2/9/2022	Interstate Battery System of R	<u>119.95</u>
<b>Total 58255</b>	2/9/2022		119.95
58256	2/9/2022	Jani-King of Phila., Inc.	<u>369.69</u>
<b>Total 58256</b>	2/9/2022		369.69
58257	2/9/2022	John J. McIntyre Sons, Inc.	828.50
	2/9/2022	John J. McIntyre Sons, Inc.	576.90
	2/9/2022	John J. McIntyre Sons, Inc.	1,499.40
	2/9/2022	John J. McIntyre Sons, Inc.	960.00
	2/9/2022	John J. McIntyre Sons, Inc.	1,522.18
	2/9/2022	John J. McIntyre Sons, Inc.	<u>1,017.00</u>
<b>Total 58257</b>	2/9/2022		6,403.98
58258	2/9/2022	Joseph B. Callaghan, Inc.	5,580.00
	2/9/2022	Joseph B. Callaghan, Inc.	<u>2,800.00</u>
<b>Total 58258</b>	2/9/2022		8,380.00
58259	2/9/2022	JRT Calibration Services	<u>127.00</u>
<b>Total 58259</b>	2/9/2022		127.00
58260	2/9/2022	Keystone Engineering Group, Inc	<u>2,180.00</u>
<b>Total 58260</b>	2/9/2022		2,180.00
58261	2/9/2022	Land Air Water Legal Solutions	37,826.00
	2/9/2022	Land Air Water Legal Solutions	<u>332.50</u>
<b>Total 58261</b>	2/9/2022		38,158.50
58262	2/9/2022	Lee Supply Co., Inc.	1,604.31
	2/9/2022	Lee Supply Co., Inc.	3,378.00
	2/9/2022	Lee Supply Co., Inc.	<u>1,200.00</u>
<b>Total 58262</b>	2/9/2022		6,182.31
58263	2/9/2022	Leitzell & Economidis, PC	9,350.00
	2/9/2022	Leitzell & Economidis, PC	<u>5,000.00</u>
<b>Total 58263</b>	2/9/2022		14,350.00
58264	2/9/2022	Martin Stone Quarries, Inc.	84,749.34

**Delaware County Solid Waste Authority**  
**Check/Voucher Register**  
From 2/9/2022 Through 2/9/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
	2/9/2022	Martin Stone Quarries, Inc.	<u>74,013.34</u>
Total 58264	2/9/2022		158,762.68
58265	2/9/2022	Wm. P. McGovern, Inc.	225.00
	2/9/2022	Wm. P. McGovern, Inc.	225.00
	2/9/2022	Wm. P. McGovern, Inc.	<u>300.00</u>
Total 58265	2/9/2022		750.00
58266	2/9/2022	Dorothy McNichol	<u>360.25</u>
Total 58266	2/9/2022		360.25
58267	2/9/2022	Met-Ed	68.53
	2/9/2022	Met-Ed	30.39
	2/9/2022	Met-Ed	1,029.11
	2/9/2022	Met-Ed	<u>3,806.58</u>
Total 58267	2/9/2022		4,934.61
58268	2/9/2022	Moyer Indoor/Outdoor	254.91
	2/9/2022	Moyer Indoor/Outdoor	297.75
	2/9/2022	Moyer Indoor/Outdoor	<u>297.75</u>
Total 58268	2/9/2022		850.41
58269	2/9/2022	Normandean Associates, Inc.	<u>7,735.60</u>
Total 58269	2/9/2022		7,735.60
58270	2/9/2022	PECO Energy	134.44
	2/9/2022	PECO Energy	<u>1,506.66</u>
Total 58270	2/9/2022		1,641.10
58271	2/9/2022	PenTeleData	<u>987.31</u>
Total 58271	2/9/2022		987.31
58272	2/9/2022	PetroChoice LLC	1,492.25
	2/9/2022	PetroChoice LLC	594.22
	2/9/2022	PetroChoice LLC	<u>445.00</u>
Total 58272	2/9/2022		2,531.47
58273	2/9/2022	Wendy L. Marburger	<u>439.85</u>
Total 58273	2/9/2022		439.85
58274	2/9/2022	Michele V. Campellone	<u>665.08</u>
Total 58274	2/9/2022		665.08
58275	2/9/2022	Pikeville Equipment, Inc.	<u>50.08</u>
Total 58275	2/9/2022		50.08
58276	2/9/2022	Plasterer Equipment Co., Inc.	<u>1,906.77</u>
Total 58276	2/9/2022		1,906.77

**Delaware County Solid Waste Authority**  
**Check/Voucher Register**  
From 2/9/2022 Through 2/9/2022

Check Number	Check Date	Vendor Name	Check Amount
58277	2/9/2022	Practical Waste Solutions, LLC	30,182.83
Total 58277	2/9/2022		30,182.83
58278	2/9/2022	R GOTWALS	2,100.00
Total 58278	2/9/2022		2,100.00
58279	2/9/2022	Scotties Potties	340.00
	2/9/2022	Scotties Potties	120.00
Total 58279	2/9/2022		460.00
58280	2/9/2022	Michael R. Yeager	132.32
Total 58280	2/9/2022		132.32
58281	2/9/2022	Suburban Testing Labs	2,415.00
Total 58281	2/9/2022		2,415.00
58282	2/9/2022	Talley Petroleum Enterprises	2,238.15
	2/9/2022	Talley Petroleum Enterprises	4,043.78
	2/9/2022	Talley Petroleum Enterprises	9,476.60
	2/9/2022	Talley Petroleum Enterprises	5,371.40
	2/9/2022	Talley Petroleum Enterprises	5,392.47
	2/9/2022	Talley Petroleum Enterprises	9,148.32
	2/9/2022	Talley Petroleum Enterprises	5,400.89
	2/9/2022	Talley Petroleum Enterprises	4,317.69
Total 58282	2/9/2022		45,389.30
58283	2/9/2022	United States Postal Service	500.00
Total 58283	2/9/2022		500.00
58284	2/9/2022	Verizon Telephone	206.20
Total 58284	2/9/2022		206.20
58285	2/9/2022	VISA	6,373.80
Total 58285	2/9/2022		6,373.80
58286	2/9/2022	Waste Management	311,209.60
	2/9/2022	Waste Management	6,325.35
	2/9/2022	Waste Management	234,154.18
Total 58286	2/9/2022		551,689.13
58287	2/9/2022	Windsream Conestoga, Inc.	848.90
Total 58287	2/9/2022		848.90
58288	2/9/2022	Winzer	700.64
	2/9/2022	Winzer	429.18
Total 58288	2/9/2022		1,129.82
Report Total			1,996,344.24



February 7, 2022

Mr. James P. Kelly  
Chairman  
Delaware County Solid Waste Authority  
Rose Tree Park - Hunt Club  
1521 North Providence Road  
Media, PA 19063

Dear Mr. Kelly:

The following represents our understanding of the services we will provide Delaware County Solid Waste Authority.

You have requested that we audit the business-type activities and the aggregate remaining fund information of Delaware County Solid Waste Authority, as of December 31, 2021, 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

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

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

#### **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 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 the 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;
- d. For including the auditor's report in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- 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 unknown 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.

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.

As part of our audit process, we will request from management 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.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure to take any action that could be construed as assuming management responsibilities.

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 assistance with 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.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit. You agree that we shall not be responsible for any claim that may arise out of or relate to any of the written or oral representations relied upon by us in issuing our report to you.

You agree 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 any court or in any other proceeding, must first be brought to the attention of our Managing Partner by written notice ("Informal Dispute Notice"), and you agree 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, you agree that any dispute not resolved must be submitted to mandatory 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. You shall advance the costs of the mediation, and we agree to reimburse you for one-half of such costs at the conclusion of the mediation process or as may otherwise be mutually agreed during the mediation process. 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. You agree and consent 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, except solely for any claims by us for payment of amounts due to us under our invoices, 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. In addition, any damages shall be limited to the amount of professional fees paid by you to us in connection

with this engagement and shall not exceed such amount. Additionally, such damages shall only be required to be paid once; and upon paying such damages, we shall have no further or other liability for any damages. Further, we may refund to you the amount you paid for our services in connection with this engagement and fully discharge any and all liability to you for damages whatsoever without admitting any fault or liability.

An auditor is required to be "independent" under applicable professional guidelines. If, at any time, our independence is questioned, challenged, or otherwise at risk, we reserve the right to immediately discontinue any further services until such time as such independence issue is resolved to our satisfaction. You agree that you shall have no claim against us for any breach of this agreement if we, in good faith, cease performing work under this engagement due to any issue of independence.

You agree, during the term of this engagement and for a period of six (6) months following the conclusion of this engagement, not to discuss with or otherwise solicit for employment, hire, and/or appoint any person employed by us without our prior written consent. This prohibition shall apply to each and all entities controlled by you or any of your management team. If we give permission for you to engage in any act that you would otherwise be in violation of this prohibition, you agree to pay for all additional services that we reasonably deem to be necessary in order to maintain our independence. If you engage in any act that would be in violation of this prohibition, any reports issued by us shall be automatically deemed withdrawn and void.

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.

In the event we are required to respond to any subpoena, court order, or other legal process directing us to produce documents and/or testimony (deposition, grand jury, trial, or otherwise) related to knowledge or information we obtained and/or prepared related to, out of, or during the course of this engagement, you agree to compensate us for all time expended by us, in the same manner as set forth above in connection with such response and to reimburse us all costs incurred in connection with such response at our usual rates in effect at such time. We will notify you of the receipt of any such subpoena, court order, or other legal process, unless prohibited by law, by forwarding same to your last known address in our billing records. Unless we receive from you, at least a week before the response deadline in any such subpoena, court order, or other legal process, a court order quashing or other evidence satisfactory to us in our sole discretion that such response deadline is extended, we will respond to such subpoena, court order, or other legal process.

### **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 an opinion, 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**

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 those mediums contains a risk of misdirected or intercepted communications.

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. 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 seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to 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.

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 \_\_\_\_\_

James P. Kelly, Chairman

Date \_\_\_\_\_

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

	Month			YTD		
	Budget	Monthly	Variance	YTD Budget	YTD	Variance
			Variance %			Variance %
<b>REVENUE</b>						
Delco Residential	\$1,097,047	\$846,507	(\$250,540)	\$1,097,047	\$846,507	(\$250,540)
Delco Commercial	655,096	617,069	(38,028)	655,096	617,069	(38,028)
Delco Direct Residential	371,953	358,838	(13,115)	371,953	358,838	(13,115)
Delco Direct Commercial	381,490	288,774	(92,716)	381,490	288,774	(92,716)
Covanta Ash	608,627	521,907	(86,720)	608,627	521,907	(86,720)
Plymouth Ash	81,569	59,220	(22,349)	81,569	59,220	(22,349)
Berks County	236,056	178,544	(57,511)	236,056	178,544	(57,511)
Montgomery County	427,866	411,289	(16,577)	427,866	411,289	(16,577)
Grants	10,833	0	(10,833)	10,833	0	(10,833)
Miscellaneous	8,833	10,837	2,004	8,833	10,837	2,004
<b>Total Revenue</b>	<b>\$3,879,371</b>	<b>\$3,292,986</b>	<b>(\$586,385)</b>	<b>\$3,879,371</b>	<b>\$3,292,986</b>	<b>(\$586,385)</b>
Discounts	108,863	79,346	(29,516)	108,863	79,346	(29,516)
<b>Total Net Revenue</b>	<b>\$3,770,508</b>	<b>\$3,213,640</b>	<b>(\$556,868)</b>	<b>\$3,770,508</b>	<b>\$3,213,640</b>	<b>(\$556,868)</b>
<b>EXPENSES</b>						
Administration	\$164,996	\$117,851	(\$47,145)	\$164,996	\$117,851	(\$47,145)
Operations	469,004	442,541	(26,464)	469,004	442,541	(26,464)
Contract Hauling	660,944	492,872	(168,072)	660,944	492,872	(168,072)
Covanta Processing	1,285,405	1,004,045	(281,361)	1,285,405	1,004,045	(281,361)
Delco Host Fees	60,862	47,540	(13,322)	60,862	47,540	(13,322)
RHL Host Fees	294,210	247,041	(47,169)	294,210	247,041	(47,169)
HHW Events/Recycling	8,750	263	(8,487)	8,750	263	(8,487)
<b>Total Expenses</b>	<b>\$2,944,172</b>	<b>\$2,352,152</b>	<b>(\$592,020)</b>	<b>\$2,944,172</b>	<b>\$2,352,152</b>	<b>(\$592,020)</b>
Operating Surplus (Deficit)	\$826,336	\$861,488	\$35,151	\$826,336	\$861,488	\$35,151
			4%			4%

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

<b>Capital Budget</b>	<b>\$10,807,000</b>
<b>Capital Expense - Expansion</b>	<b><u>\$10,621</u></b>
<b>Capital Budget Balance</b>	<b>\$10,796,379</b>
<b>Summary</b>	
<b>Net Operating Surplus</b>	<b>\$847,847</b>
<b>Capital Expense</b>	<b>\$10,621</b>
<b>Capital Reserve Contribution from Operating Surplus</b>	<b>\$337,226</b>
<b>Operating Account Contribution from Operating Surplus</b>	<b>\$500,000</b>
<b>Capital Reserve Balance as of 1/31/22</b>	<b>\$8,187,649</b>
<b>Operating Account Balance as of 1/31/22</b>	<b>\$1,469,860</b>
<b>Closure Collateral Reserve Deposit</b>	<b>\$0.00</b>

**RESOLUTION 2022-2**

**DELAWARE COUNTY SOLID WASTE AUTHORITY BOARD  
RESOLUTION DESIGNATING JAMES D. WARNER AS INTERIM CEO**

**BACKGROUND**

WHEREAS, the Delaware County Solid Waste Authority (the "Authority") has in the past been managed by a CEO who works directly for the Board of Directors, and

WHEREAS, the position of CEO has been vacant since May 2021, and

WHEREAS, the Authority has hired James D. Warner to provide an assessment of Authority programs and operations in addition to performing functions normally associated with that of a CEO, and

WHEREAS, James D. Warner has over 22 years of CEO experience of a large fully integrated Pennsylvania Municipal Waste Management Authority, and

WHEREAS, since being hired by the Authority in December 2021, James D. Warner has demonstrated to the Board the competency, knowledge, and skills to serve as the CEO of the Authority.

**RESOLUTION**

NOW THEREFORE BE IT RESOLVED, the Board hereby approves Resolution 2022-2 designating James D. Warner to serve as the Authority's Interim CEO and hereby grants all the powers, responsibilities and duties typically associated with that title, except only the Personnel Committee of the Board or the Board itself shall have the authority to terminate the employment of any employee of the Authority. Mr. Warner shall perform the duties of Interim CEO of the Authority in his capacity as President of Practical Waste Solutions, LLC, which shall bill the



Authority for Mr. Warner's services in accordance with the consulting agreement previously approved by this Board.

**ADOPTED BY THE BOARD OF DIRECTORS OF THE DELAWARE COUNTY SOLID WASTE AUTHORITY**

Date: February 9, 2022

\_\_\_\_\_  
James P. Kelly, Chairman

## **ISSUE PAPER**

**Issue:** Engagement of Kathryn Sandoe, LLC

**Background:** The Authority is in need of adopting a Right-to-Know Policy. After the policy is adopted, the Authority must develop the capability of responding to RTK requests in accordance with Pennsylvania legal requirements. The Authority is also in need of a website to offer the public a seamless opportunity to review information about the Authority's facilities, operations budget and more, including the ability to download appropriate forms.

**Discussion:** The Authority does not at present have any properly trained staff person to fulfill RTK requests. Instead, RTK requests are usually responded to by the Authority's solicitor. It would be more cost effective for the Authority to respond to future RTK requests utilizing a properly trained employee, with assistance by the solicitor on an "as needed" basis. Likewise, the Authority has no staff to write content and establish a website. Kathryn (Katie) Sandoe has a vast amount of experience in being the Agency Open Records Officer (AOBO) and website manager/content writer for the Lancaster County Solid Waste Management Authority. She will provide training to our designated AOBO (Michele Campellone) and initiate website development. Katie's fee is \$150.00/hr.

**Recommendation:** It is recommended the Board approve Kathryn Sandoe, LLC for RTK and website services on an as needed basis.

**Approved:** \_\_\_\_\_

James P. Kelly, Chairman

February 9, 2022

*Proposal for Services*

Practical Waste Solutions, LLC

James D. Warner



KATHRYN  
SANDOE

*Achieve greater success. Change the world.*

## Professional Services Offerings

This professional services engagement serves as an expansion of consultative offerings for Practical Waste Solutions, LLC; thus, providing your clients with strategic, holistic solutions to their 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 Assessment of Communications (internal and external)
- PR Consultation
- Strategy and Plan Development
- Media Consultation and Training (including writing and interview prep)
- Quantitative (surveys) and Qualitative Research (interviews, focus groups)
- Market and Industry Research
- Creative Direction and Project Management
- Meeting and Workshop Facilitation

## Example Applications:

Depending on your client needs and goals, I can put together a variety of packages to support their objectives. Below are a few examples of 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:

- \$150 / hour
- 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

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**Fees and Charges:** In consideration of the Services to be performed by Kathryn Sandoe LLC, Client shall pay to Kathryn Sandoe LLC 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. Kathryn Sandoe LLC 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:** Kathryn Sandoe LLC 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 Kathryn Sandoe LLC.

Kathryn Sandoe LLC shall be entitled to request written clarification of any concern, objection, or correction. Client acknowledges and agrees that Kathryn Sandoe LLC'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 Kathryn Sandoe LLC's obligations under this Agreement.

**Accreditation/Promotions:** All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Kathryn Sandoe LLC's name in the form, size and location as incorporated by Kathryn Sandoe LLC in the Deliverables; or as otherwise directed by Kathryn Sandoe LLC. Kathryn Sandoe LLC 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 Kathryn Sandoe LLC 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 Kathryn Sandoe LLC 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) Kathryn Sandoe LLC 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 Kathryn Sandoe LLC in providing such assistance.

**By Kathryn Sandoe LLC:** Kathryn Sandoe LLC agrees to indemnify Client from any damages, liabilities, costs, losses, or expenses Client incurs because of a third-party's claim that Kathryn Sandoe LLC 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 Kathryn Sandoe LLC of any such claim. Kathryn Sandoe LLC may, but is not required to, control the defense of such claims. Kathryn Sandoe LLC will not be responsible for any amounts arising from a settlement agreement it did not approve.

Notwithstanding the foregoing, Kathryn Sandoe LLC 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 Kathryn Sandoe LLC.

**Force Majeure:** Kathryn Sandoe LLC shall not be deemed in breach of this Agreement if Kathryn Sandoe LLC 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 Kathryn Sandoe LLC or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Kathryn Sandoe LLC's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Kathryn Sandoe LLC 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 Kathryn Sandoe LLC

will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Kathryn Sandoe LLC 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 Kathryn Sandoe LLC 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 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).

Kathryn Sandoe LLC  
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.

**KATHRYN SANDOE LLC**

**PRACTICAL WASTE SOLUTIONS, LLC**

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

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

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

Print Name: James D. Warner

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

Print Title: President

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

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



*Proposal for Services*

Delaware County Solid Waste Authority

C/O James D. Warner



KATHRYN  
SANDOE

*Achieve greater success. Change the world.*

## 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 Assessment of Communications (internal and external)
- PR Consultation
- Strategy and Plan Development
- Media Consultation and Training (including writing and interview prep)
- Quantitative (surveys) and Qualitative Research (interviews, focus groups)
- Market and Industry Research
- Creative Direction and Project Management
- Meeting and Workshop Facilitation

## 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:

- \$150 / hour (billed in quarter hour increments)
- Travel additional (if required and agreed upon in advance)
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**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**

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Kathryn Sandoe LLC  
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.

**KATHRYN SANDOE LLC**

**Delaware County Solid Waste Authority**

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

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

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

Print Name: James P. Kelly, Board Chair

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

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

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

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

## **ISSUE PAPER**

**Issue:** Engagement of Wireback Consulting LLC

**Background:** The Authority does not have any Human Resources staff. The Authority Rose Tree office has no experience in advertising, recruiting or interviewing for new positions. There are many policies, benefits and other HR related issues that are inconsistent between the staff at Rolling Hills Landfill and the Rose Tree Office (which includes the transfer stations)

**Discussion:** The Authority is in need of many updates in HR such as regulations and guidelines, compliance, personnel support, job descriptions, insurance administration, benefits record keeping and more. Leslie Wireback has over 20 years experience in Hr management, 14 of those directing the program for the Lancaster County Solid Waste Management Authority. She has already been engage by Jim Warner on initial assessment work of programs of the DCSWA. She has initiated work outside of that assessment (advertising, recruiting and interviewing for Igloo Program drivers). Further program activities will be needed as additional recommendations are approved in the future by the board. Leslie's rate is \$125.00/hr.

**Recommendation:** It is recommended the Board approve Wireback Consulting, LLC for HR related services on an as needed basis.

**Approved:** \_\_\_\_\_

James P. Kelly, Chairman

February 9, 2022

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## Delaware County Solid Waste Authority Proposal for Services

### Scope

Leslie Wireback 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.

Leslie 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

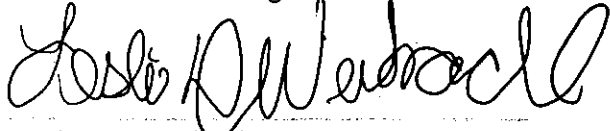
Fees will be charged at \$125.00 per hour. Travel will be at 50% of hourly rate and mileage billed at current federal travel rate at time of travel. Invoices for actual hours worked (billed in quarter-hour increments) and travel will be generated on a monthly basis. Payment terms are Net 15 from the invoice date.

### Terms

After setting a mutually agreed upon commencement date, the agreement remains in effect until December 31, 2022, unless either party terminates the agreement with written notice of intent to do so and corresponding termination date.

The signatures below indicate acceptance of the details, terms, and conditions in this proposal, and provide approval to begin work as specified.

Wireback Consulting LLC



Leslie D. Wireback

Date: 01/29/2022

Delaware County Solid Waste Authority

Signature \_\_\_\_\_

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

**Disclaimer** – Wireback Consulting LLC provides human resources consulting services and does not provide legal advice or representation. The information provided pursuant to this proposal and the resulting work product is based solely on expertise and knowledge gained through experience and education in the field of human resources. Consultant is not an attorney and does not practice law. Certain products and services may include the involvement of attorneys, when noted. However, in those instances, outside law firms that are completely unaffiliated with the Wireback Consulting LLC will be engaged and the names of those firms will be divulged. Contracting with Wireback Consulting LLC does not create an attorney-client relationship and should not be viewed as a substitute for securing legal advice.



## **ISSUE PAPER**

**Issue:** Engagement of Gershman, Brickner & Bratton, Inc. (GBB)

**Background:** The Authority lacks the professional staff that can build business models that will offer the Interim CEO and the board medium and long term financial outcomes to its business decisions.

**Discussion:** The Authority is at a pivotal time in its history. Major contracts are nearing expiration, the RHL is under an expansion without healthy capital reserves, its transfer stations are in desperate need of major capital improvements and its tipping rate structure has not been stable in recent years. It is critical that outside expertise be hired so the Interim CEO can have an informed "vision" of future financial outcomes. GBB is a nationally known solid waste consulting firm that has worked with many Authority's such as our doing similar work. Their expertise in waste management will be a significant value added to integrity of the work outcomes.

**Recommendation:** It is recommended the Board approve GBB, Inc to provide solid waste system modeling services as needed per their rate schedule included in their proposal.

**Approved:** \_\_\_\_\_

James P. Kelly, Chairman

February 9, 2022

February 7, 2022

**Mr. James Warner**

Interim CEO

Delaware County Solid Waste Authority

1521 N. Providence Road: Hunt Club

Media, PA 19063

**RE: Financial Modeling Assistance**

Dear Jim,

Gershman, Brickner & Bratton, Inc. ("GBB") is pleased to provide this letter to propose providing solid waste management consulting services to the Delaware County Solid Waste Authority (the Authority) to provide financial modeling assistance.

GBB has been on the front lines as an international solid waste management consulting firm since 1980, planning and implementing integrated waste management programs designed to provide cost-effective services, protect the environment, and sustain natural resources.

With its extensive expertise and consultants with complementary experience and business skills, GBB is uniquely positioned and qualified to provide the Authority with valuable insight and assistance to plan and implement economically sound and environmentally sustainable solid waste management solutions.

## 1 - Project Team

GBB's project team includes the following key personnel who will bring their skills and specialized expertise in solid waste management and solid waste system financial modeling to this project: **Tom Reardon, Senior Vice President**, who will serve as **Senior Project Principal**, and **David Seader, GBB Principal Associate**. Additional GBB staff will be included throughout the project as necessary. Please see Attachment D – Complete Resumes for further information.

## 2 - Anticipated Schedule

We estimate the project duration to be approximately four to six weeks. However, the final term will be finalized within one week of our notice to proceed.

QUALITY · VALUE · ETHICS · RESULTS



Innovative, Sustainable Solutions  
for Solid Waste Management



**Gershman, Brickner & Bratton, Inc.**

2010 Corporate Ridge

Suite 510

McLean, VA 22102



Main: (703) 573-5800



hello@gbbinc.com



www.gbbinc.com



### 3 - Fees and Payment Terms

GBB's fee for providing the financial modeling services is on a time-and-material basis based on our Compensation Rate and Fee Schedule in Attachment A.

GBB prefers all payments to be made electronically. GBB's wiring instructions are included in Attachment B – Wiring Instructions. Please refer to Attachment C – General Terms and Conditions for a complete list of terms and conditions that apply to this arrangement.

If additional work is agreed upon, GBB will either propose an additional fee quote or invoice per Attachment A – Compensation Rate and Fee Schedule Terms and Conditions.

This proposal relies on the full cooperation of your team to inform us of any changes made during and after phases of the work. This includes providing GBB with all documentation and information that will affect our work. Fees are based on the project requirements and schedule presented at this time. Delays or acceleration in the project schedule may result in claims for an additional fee. GBB maintains professional and public liability insurance. Time records and reimbursable expense records are maintained on a generally recognized accounting basis.

All data and information contained herein and provided by GBB in response to a request for a proposal are considered confidential and proprietary.

### 4 - Acceptance of Services Agreement

We are confident that we can provide a valuable service, and we look forward to your consideration of our resources. If you have any questions or need additional information, please do not hesitate to contact me.

If this proposal agrees with your understanding of the project, and you agree with the proposed terms under which we will perform services, we are willing for this Proposal to serve as a Work Order by placing your signature below.

Sincerely,

**Gershman, Brickner & Bratton, Inc.**



Tom Reardon, Senior Vice President  
*treardon@gbbinc.com*, (703-663-2429)

**Attachments:**

- Attachment A – Compensation Rate and Fee Schedule
- Attachment B – Wiring Instructions



- Attachment C – General Terms and Conditions
- Attachment D – Complete Resumes

**Client Approval:**

Authorized by: \_\_\_\_\_  
For James Warner (Print Name)

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

\_\_\_\_\_  
For James Warner (Signature)



## Attachment A – Compensation Rate and Fee Schedule

### FY 2022 - GERSHMAN, BRICKNER & BRATTON, INC. (GBB) COMPENSATION RATE AND FEE SCHEDULE <sup>(1, 2, 3, 4)</sup>

Fees for our services are based upon the time worked on a project by professional, technical, and clerical personnel using the following hourly rates per Project Role and fees described below. <sup>(1,2)</sup>

PROJECT ROLE	\$USD PER HOUR
Administrative Support / Research Assistant	\$88.00
Consultant I / Engineer I	\$125.00
Consultant II / Engineer II / Contract Administrator / Associate	\$145.00
Project Engineer / Senior Consultant	\$170.00
Project Manager	\$180.00
Senior Project Manager / Senior Project Engineer	\$220.00
Senior Principal Associate, Principal Associate, Associate Engineer	\$225.00
Project Principal (Vice President)	\$245.00
Senior Project Principal (Senior Vice President, President)	\$270.00
Founder Owner Associate	\$300.00

EXPENSES <sup>(3)</sup>	CHARGE
Mileage on personal car	Current IRS rates per mile
Local travel expenses (tolls, parking, ground transportation, metro)	As incurred
Lodging, Meals, Meeting expenses	As incurred
Airfare <sup>(4)</sup> , Train fare	Coach class, Discount fares when available
Car rental	Discount rate
International telephone calls	As incurred
Graphics, Art, Wide-format printing, Mass reproduction	As incurred
Messenger and delivery service	As incurred
Subcontractors	As incurred
Project equipment, Rentals, Supplies	As incurred
Translation services	As incurred

<sup>(1)</sup> Hourly rates effective through June 30, 2022. Subject to July 1<sup>st</sup> annual increase based on CPI.

<sup>(2)</sup> For payments not received within 30 days of invoicing date, interest charge of 1.00% per month will be applied.

<sup>(3)</sup> A fee of 10 percent applied to expenses, including subcontractors.

<sup>(4)</sup> When gate-to-gate travel of over eight (8) hrs. is required, Business Class Airfare will be purchased, and 50% of gate-to-gate travel time will be charged. Please provide GBB at least 3 weeks' prior notice for scheduling airfare.

# Delaware County Solid Waste Authority

## Right-to-Know Law Policy

Adopted February 9, 2022 pursuant to 65 P.S. § 67.504(a))

**Effective Date: February 9, 2022**

### I. Authority

The Delaware County Solid Waste Authority ("Agency") adopts this policy pursuant to Section 504(a) of the Right-to-Know Law, 65 P.S. §§ 67.101-67.3104 ("RTKL"). The Agency has made this policy available to the public at its administrative office(s) along with a the RTKL Uniform Request Form. See 65 P.S. § 67.504(b).

### II. Definitions

All of the definitions set forth in the RTKL are incorporated into this policy by reference. See 65 P.S. § 67.102.

*AORO.* The Agency Open Records Officer designated by the Agency pursuant to Section III of this policy.

*Business day.* The regular business hours of the Agency are Monday through Friday from 8:30 am to 4:30 pm. Business days exclude Saturday and Sunday and a weekday on which the Agency is closed for business.

### III. Submitting a RTKL Request to the Agency

A. *Open Records Officer.* The Agency has designated an AORO to respond to RTKL requests. The contact information for the AORO is:

Michelle Campellone, AORO  
1521 N. Providence Road  
Media, PA 19063  
610-892-9620 (phone)  
610-892-9622 (fax)  
mcampellone@dcswa.net

B. *Request.* Requests must be submitted in writing using the RTKL Uniform Request Form available online from the Office of Open Records website (<https://www.openrecords.pa.gov/RTKL/Forms.cfm>) and must be addressed to the AORO. If a requester chooses not to use the RTKL Uniform Request Form, the request will be considered an informal request, not subject to the RTKL. This means that the requester cannot pursue the relief and remedies provided for in the RTKL. To allow the Agency to locate requested records and determine whether those records are public, requests for records should be specific and

concise and clearly identify, as precisely as possible, the records sought. See 65 P.S. § 67.703. Requesters should clearly indicate the preferred method of access – paper copies, electronic copies or by inspection. A requester should retain a copy of the request, as a copy of the request is necessary should a requester appeal the Agency response.

- C. *Receipt of the request.* For the purpose of calculating the response deadline, the Agency is deemed to have received the request on the business day that the AORO receives the request. See 65 P.S. § 67.901. Any request that is received by the Agency after the close of regular business hours shall be deemed to be received on the next business day. If the request is received by an Agency employee other than the AORO, the request will be forwarded to AORO as soon as practical.
- D. *Verbal requests.* The Agency will not respond to verbal requests for records at its discretion.
- E. *Anonymous requests.* The Agency will not respond to anonymous requests for records.
- F. *Response period generally.* The Agency has 5 business days to respond to a request for records under the RTKL. If an Agency does not respond, the request is considered “deemed denied,” and a requester’s appeal rights commence.

#### **IV. Agency Response**

- A. *Extension of time for response.* The Agency is permitted to take an additional 30 calendar days to respond to any request for the reasons set forth in Section 902 of the RTKL. See 65 P.S. § 67.902. If the Agency invokes an extension, the Agency will inform the requester in writing, in accordance with the requirements set forth in Section 902(b)(2) of the RTKL.
- B. *Requester’s agreement to extend the response period.* The requester may agree, in writing, to extend the Agency response period. See 65 P.S. § 67.902(b)(2). The requester must agree to the extension during the initial 5 business-day response period or the extended 30 calendar day response period, if the Agency has invoked one.
- C. *Trade secrets.* If a request involves records provided to the Agency by a third party and the third party previously provided the Agency with a written statement that the record contains a trade secret or confidential proprietary information, the Agency shall provide notice to the third party. See 65 P.S. § 67.707(b).

- D. *Final response.* The Agency may grant a request, partially grant and partially deny a request, or deny a request in its entirety. The final response of the Agency will be in writing. Should the Agency fail to issue a response within the applicable response period, the request is deemed denied. See 65 P.S. § 67.901.
1. *Granting access to records.* The Agency may grant a request for records by issuing a response: (1) granting access to inspect Agency records during the Agency's regular business hours; (2) sending copies of the records to the requester; or (3) by notifying the requester that the records are available on the Agency website or other publicly accessible electronic means. See 65 P.S. §§ 67.701(a), 704.
  2. *Denying or partially denying access to records.* Should the Agency deny or partially deny a request for records through redaction or otherwise, the Agency will inform the requester of the denial or partial denial in writing. The response will describe the requested records, inform the requester that the Agency does not possess the responsive records or, if the records are exempt from public access, provide a citation to the relevant legal basis for withholding the requested records. See 65 P.S. § 67.903. Additionally, the response will provide the name, signature, title, business address and telephone number of the Open Records Officer who denied the request, as well as the date of the response and the procedure to appeal the denial. See 65 P.S. § 67.903.
- E. *Fees.* The Agency will charge fees consistent with the RTKL Fee Structure, available at <http://www.openrecords.pa.gov/RTKL/FeeStructure.cfm>. The Agency may, in its discretion, choose to waive some or all of the fees owed on a case-by-case basis.

## V. RTKL Appeals

- A. *Generally.* To challenge the denial, partial denial, or deemed denial of a request for Agency records, an appeal may be filed using the OOR appeal form, available at <http://www.openrecords.pa.gov/Appeals/AppealForm.cfm>, or by contacting the OOR at the following address:
- Office of Open Records  
Commonwealth of Pennsylvania  
333 Market St., 16th Floor  
Harrisburg, PA 17101-2234  
[openrecords@pa.gov](mailto:openrecords@pa.gov)
- B. *Requirements of an appeal.* All appeals must be filed within 15 business days of the mailing date of the Agency's denial, partial denial, or deemed denial of the request. All appeals must be in writing; must state the grounds upon which the



requester asserts that the requested records are public records; must address any grounds stated by the Agency for denying the request; and must include a copy of the request and the Agency's response, if any. See 65 P.S. § 67.1101(a)(1).

**VI. Agency Notification of Third Parties on Appeal**

*Agency must notify third parties.* If records affect a legal or security interest of an employee of the agency; contain confidential, proprietary or trademarked records of a person or business entity; or are held by a contractor or vendor, the Agency must notify such parties of the appeal immediately and provide proof of that notice to the OOR within 7 business days from the date of the OOR's Official Notice of Appeal. Such notice must be made by (1) providing a copy of all documents included with the appeal to the OOR; and (2) advising that interested persons may request to participate in the appeal. See 65 P.S. § 67.1101(c).

**VII. Mediation**

The RTKL requires the OOR to establish an informal mediation process to resolve disputes under the RTKL. 65 P.S. § 67.1310(a)(6). This is a voluntary process to help parties reach a mutually agreeable settlement on records disputes before the OOR. Mediation, a facilitated conversation between the parties that can serve as a fair and efficient tool to resolve conflict, can save time and expense. When appropriate, the Agency is open to resolving RTKL disputes through the OOR's mediation process.

**VIII. Record Retention**

Notwithstanding any other existing record retention policy, once a RTKL request is received, the Agency shall maintain, preserve, retain, protect, and not destroy any and all records, both electronic and hard copy, that are potentially responsive to the request until such time as the request is fulfilled and all associated appeals are resolved.

**IX. Additional Information about the RTKL**

Additional information about the RTKL, the request process, and the appeal process is available on the OOR website at <https://www.openrecords.pa.gov>.

**DELAWARE COUNTY SOLID WASTE AUTHORITY  
RESOLUTION NO. 2022-3**

**WHEREAS**, the Delaware County Solid Waste Authority (the "Authority") is a duly authorized Municipal Authority organized under and governed by the laws of the Commonwealth of Pennsylvania;

**WHEREAS**, the Authority is responsible for ensuring the disposal of municipal solid waste in Delaware County;

**WHEREAS**, the Authority purchased a landfill in Earl Township, Berks County, Pennsylvania in 1985;

**WHEREAS**, pursuant to the terms of its permit issued by the Pennsylvania Department of Environmental Protection ("DEP") and Pennsylvania law, the Authority has obtained surety bonds to assure the proper closure and maintenance of the landfill, in amounts as required by DEP; and

**WHEREAS**, pursuant to Authority Resolution No. 1-20, the Authority obtained a bond no. 2485063 dated October 5, 2020, in the amount of \$22,360,208.00 and entered a General Agreement of Indemnity with the Euler Hermes Company to obtain such bond and secure a \$2,500,000.00 letter of credit from Republic Bank;

**WHEREAS**, DEP authorized the Authority to expand the landfill which, pursuant to Pennsylvania law and DEP Permit No. 100345, necessitated an increase in estimated closure costs and thus required an additional bond to the October 5, 2020 bond;

**WHEREAS**, on or around July 26, 2021, the Authority obtained additional surety bond No. 2485063, in the amount of \$3,511,397.00, to address the increased closure costs resulting from the anticipated expansion;

**WHEREAS**, on or around October 19, 2021, DEP notified the Authority that DEP approved surety bond No. 2485063; and

**WHEREAS**, the Authority has determined that it should amend Resolution No. 1-20 to clarify its grant of authority.

**NOW, THEREFORE, BE IT RESOLVED**, the first resolution of Resolution No. 1-20 is hereby amended and clarified to state that "the Board of Directors present have also authorized the Chairman of the Authority or, if no person holds such title, the most senior officer or employee of the Authority, to secure, obtain, maintain, and sign surety bond(s) in amounts sufficient to cover the post-closure costs of the landfill. Such person is further authorized to investigate whether a bond or bonds on more favorable terms can be obtained by the Authority, and to present the findings of such investigation to the Board of Directors."

**BE IT FURTHER RESOLVED**, the actions of the Authority, its Board of Directors, its individual Directors, officers, and/or employees in obtaining additional surety bond No. 2485063 on or around July 26, 2021, are hereby ratified.

**RESOLVED** this \_\_\_ day of February, 2022, by the Board of Directors of the Delaware County Solid Waste Authority.

DELAWARE COUNTY SOLID WASTE AUTHORITY

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**J.P. Kelly, Chairman**

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Robert Layden, Secretary

DELAWARE COUNTY SOLID WASTE AUTHORITY

RESOLUTION NO.: 1-20

BE IT RESOLVED AND IT IS HEREBY RESOLVED THAT THE DELAWARE COUNTY SOLID WASTE AUTHORITY, DELAWARE COUNTY, PENNSYLVANIA HAS VOTED IN THE MAJORITY OF ALL MEMBERS PRESENT TO ENTER INTO A GENERAL AGREEMENT OF INDEMNITY WITH EULER HERMES COMPANY (SURETY).

WHEREAS, the Delaware County Solid Waste Authority (the "Authority") is a duly authorized Municipal Authority organized under and governed by the Commonwealth of Pennsylvania; and

WHEREAS, the Authority has been responsible for the disposal of municipal solid waste in Delaware County; and

WHEREAS, the Authority purchased a landfill in Earl Township, Berks County, Pennsylvania in 1985; and

WHEREAS, the Authority has to maintain a closure Bond in the sum of \$22,000,000.00 to assure the proper closure and maintenance of the landfill, as required by the Pennsylvania Department of Environmental Protection; and

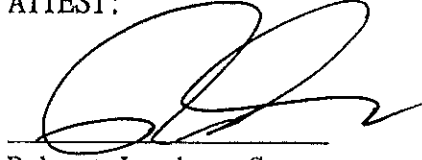
WHEREAS, the Authority will need to enter into a General Agreement of Indemnity with the Euler Hermes Company to secure such Bond and secure at \$2,500,000.00 letter of credit from Republic Bank.

NOW, THEREFORE, BE IT RESOLVED, that Board of Directors shall authorize the Authority to enter into a General Indemnity Agreement with Euler Hermes Company.

BE IT FURTHER RESOLVED, the Board of Directors present have also authorize the chairman to sign the General Indemnity Agreement and to secure the Surety Bond and a \$2,500,000.00 letter of credit from Republic Bank.

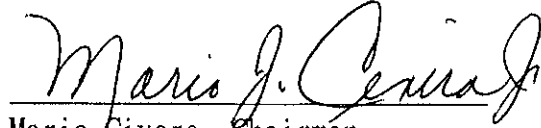
RESOLVED AND ENACTED, this 30<sup>th</sup> day of September, 2020, by the Board of Directors of the Delaware County Solid Waste Authority.

ATTEST:



Robert Layden, Secretary

DELAWARE COUNTY SOLID WASTE AUTHORITY



Mario Civera, Chairman



EULER HERMES

**GENERAL AGREEMENT OF INDEMNITY  
(Commercial)**

THIS GENERAL AGREEMENT of INDEMNITY (this "Agreement"), is made by Delaware County Solid Waste Authority and any of its present or future, divisions or operating units whether in the form of a corporation, partnership, limited liability company or other unincorporated association and their successors and assigns (collectively hereinafter referred to as "Principal") and any additional undersigned persons and/or entities (collectively, and together with Principal, hereinafter referred to as "Indemnitors"). Indemnitors, jointly and severally, hereby agree to assume the obligations of Indemnitors, as noted in this Agreement, with respect to any Bonds (as defined herein) issued before or after the date of this Agreement by Surety (as defined herein).

WHEREAS, at the request of any one or more of the Indemnitors, and with the express understanding that this Agreement of Indemnity be given, Surety has heretofore or has presently been requested to and/or has executed or has arranged or procured to be executed and/or, from time to time hereafter, may be requested to and may in its sole discretion execute, arrange for the execution of, or procure to be executed Bonds; and

WHEREAS, each of the Indemnitors hereby affirm that they have a substantial, material and beneficial interest in any one or more of them obtaining Bonds from or through Surety or in Surety refraining from canceling such Bonds.

NOW, THEREFORE, as an inducement to Surety to execute, procure, renew, continue, substitute or amend Bonds on behalf of or at the request of Principal or any one or more of the Indemnitors, and in consideration of the mutual covenants contained herein, Indemnitors for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally hereby covenant and agree with Surety, as follows:

**DEFINITIONS**

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, when utilized in this Agreement, unless the context otherwise requires, will have the meanings listed below, which meanings shall be equally applicable to both the singular and plural forms of such terms:

"Affiliate" of a Person means another Person that directly or indirectly controls or is controlled by such Person or is under common control with such Person by a common parent. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

"Bond or Bonds" shall mean any surety bond, undertaking, recognizance, instrument of guarantee, consent of surety or other surety obligation, whether issued in the name(s) or at the request of any Indemnitor or its Affiliate, solely or as a co-venturer with others, issued before or after the date of this Agreement by Surety.

"Claim" shall mean any claim, notice of default, notice of termination, demand for payment, demand for meeting, suit, or any form of notice or claim or demand received by, or asserted against, Surety in connection with any Bond.

"Collateral" shall mean any security provided to Surety to secure Indemnitors' obligations to Surety under this Agreement or Other Agreements, which shall be in the form of cash or an irrevocable, self-renewing letter of credit in a form and from a bank acceptable to Surety, or such other form of collateral as Surety may accept, in its sole and absolute discretion.

"Good faith" shall mean the absence of Bad Faith. "Bad Faith" shall mean dishonesty in fact, intentional fraud or actual malice that directly results in demonstrable and material economic harm to an Indemnitor.

"Loss" shall mean any and all liability, demands, fees, costs and expenses of whatsoever kind or nature (including, but not limited to pre and post-judgment interest, court costs, consultant and counsel fees and expenses) which Surety may pay, sustain or incur by reason of or in any manner as a consequence of any one or more of the following: (a) being requested to execute, procure, extend, renew, modify or assume liability under any Bond; (b) having executed, procured, extended, renewed, modified or assumed liability under any Bond; (c) any Indemnitor providing materially false or misleading information to Surety; (d) enforcing any of the covenants of this Agreement or any other written agreement between Surety and any Indemnitor; (e) any Claim, including but not limited to Surety's investigation thereof; (f) defending any suit, action, mediation, arbitration or any other proceedings to obtain release from liability, whether Surety, in its sole and absolute discretion, elects to employ its own attorneys or permits Indemnitors to

defend Surety and whether Surety, in its sole and absolute discretion, elects to make a compromise settlement of a contested liability in connection with any Claim or Bond, and/or (g) all other amounts payable to Surety according to the terms and conditions of this Agreement.

“Other Agreement” means any other written agreement executed by any Principal and/or any Indemnitor that inures to or for the benefit of Surety.

“Person” means any person or entity, whether an individual, business trust, corporation, general partnership, limited partnership, limited liability company, joint-stock company, trust, estate, unincorporated organization, business association, firm, joint venture, or any other form of business or professional entity.

“Surety” shall mean any one or more, individually and collectively, of: Euler Hermes North America Insurance Company, its Affiliates, reinsurers, any Person joining with any of the aforesaid companies in executing any Bond, and any entity which has executed any Bonds at the request of any of the aforesaid Persons, together with their respective successors and assigns.

## COVENANTS

Each Principal and Indemnitor, jointly and severally agrees as follows:

1. **PREMIUMS** - Indemnitors will promptly pay or cause to be paid promptly on demand all new and renewal premiums, costs, and charges of Surety at the agreed rate, or in the absence of agreement, at its customary rates, for any Bonds issued by Surety until Indemnitors have delivered evidence satisfactory to Surety of its discharge or release from the Bonds and all liability by reason thereof.

2. **INDEMNITY** - Indemnitors shall exonerate, reimburse, indemnify, keep indemnified and hold harmless Surety from and against any and all Losses.

In the event of any payment made by Surety, Indemnitors agree to immediately reimburse Surety in the amount of such payment, plus interest from the date of Surety's payment at the rate of 5% per annum or the maximum rate allowable by law, whichever is less. In any accounting between Surety and Indemnitors or in any claim or suit by Surety against Indemnitors with respect to such payments, the vouchers or other evidence of any payments made by Surety shall be prima facie evidence of the fact and amount of Indemnitors' liability to Surety; and Surety shall be entitled to reimbursement for all disbursements made under the Good Faith belief that Surety is, was, or might be liable for the sums and amounts so disbursed or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency actually existed.

3. **COLLATERAL DEPOSIT** - Promptly upon demand of the Surety following assertion of any Claim or receipt by Surety of information which causes it to believe in Good Faith that a Claim may or is likely to be asserted or Loss may or is likely to be incurred, and before Surety may be required to make any payment or suffer any Loss, Indemnitors shall deposit Collateral with Surety in the full amount of such Claim and/or anticipated Loss, plus any additional amount that Surety deems sufficient in its sole and absolute discretion in Good Faith to exonerate, reimburse, indemnify and hold Surety harmless from and against any potential Loss arising therefrom. If the amount asserted as a Claim or the amount of Surety's anticipated Loss is unascertainable or unliquidated, Indemnitors will deposit Collateral with Surety in such amount that Surety deems sufficient, in its sole and absolute discretion in Good Faith, to exonerate, reimburse, indemnify and hold it harmless from and against any potential Loss arising from such Claim or anticipated Loss.

All Collateral to be provided to Surety under this Agreement or Other Agreements shall be sent via overnight delivery to the following Address:

Euler Hermes North America Insurance Company  
Surety Department  
800 Red Brook Boulevard  
Owings Mills, MD 21117  
USA

All Collateral held by Surety may be used, in Surety's sole and absolute discretion, to settle any Claims or reimburse itself for any Loss sustained or incurred by reason of or in connection with the furnishing of any or all Bonds or the enforcement of this Agreement or any Other Agreement. Surety shall have no obligation to return any unused proceeds of the Collateral unless and until the full discharge of all obligations under the Bonds and this Agreement or Other Agreements, demonstrated by written evidence of discharge satisfactory to Surety, in its sole and absolute discretion. Indemnitors further agree that, in the event of their breach of the obligation to provide Collateral under this Agreement, Surety will have no adequate remedy at law and shall therefore be entitled to specific performance of the Indemnitors' obligation to provide Collateral under this Agreement. The Surety's delay or failure to act to

enforce its right to specific performance hereunder shall not be construed as a waiver of that right, which may be enforced at any time at Surety's sole discretion.

4. **DISCHARGE OF SURETY** - It is understood and agreed that Indemnitors shall, upon the written request of Surety, promptly procure the full and complete discharge of Surety from any Bond or Bonds and all actual or potential liability by reason thereof. If such full and complete discharge is not promptly attainable, Indemnitors shall, if requested by Surety, promptly provide a Collateral Deposit to Surety in an amount equal to the undischarged liability of Surety under the Bonds as of the date of such request.

5. **INFORMATION, DISCLOSURE and COOPERATION**

a. **BOOKS AND RECORDS** - Indemnitors agree to provide Surety or any Person designated by Surety with unrestricted access at any time upon reasonable notice to the financial statements, books, records, and/or accounts of Indemnitors for the purpose of inspection, copying or reproduction. This access will continue until such time as the liability of Surety under all Bonds is terminated and Surety is fully reimbursed for all amounts due under this Agreement. In addition, each of the Indemnitors hereby specifically authorizes any financial institution or depository in which its funds or securities may be held to furnish any information requested by Surety relating to such accounts. Indemnitors hereby waive as to Surety any privilege in any accountant's work papers and any other documents or communications that may be subject to any privilege related to the preparation of any financial statements and further agree to provide any additional releases, requests, waivers or any other documents required in order to allow Surety access to the requested information.

b. **CREDIT REPORTS** - Indemnitors acknowledge and consent to the use of their individual consumer credit reports by Surety for commercial purposes. Surety's use of such information will be in connection with the Surety's assessment of the credit or ongoing risks associated with the Bonds. Indemnitors acknowledge that Surety has a legitimate business need for ongoing access to the subject credit information in connection with its business, and that Surety may in its sole and absolute discretion decide to review Indemnitors' financial condition on an ongoing basis.

c. **NOTICE OF CLAIMS** - If Indemnitors become aware of any allegation, claim, demand, or notice of claim or proceeding which may result in any Claim against Surety under any Bonds, Indemnitors shall notify Surety, in writing, of the nature, substance and amount of such claim or demand within five (5) days of the first date upon which Indemnitors become aware of the existence of such a claim or demand. In addition to such notice, Indemnitors shall keep Surety apprised of any material developments relating to such claim or demand, and the Indemnitors shall furnish Surety with any additional information which the Surety may in its sole discretion request relating to such claim or demand.

d. **COOPERATION WITH INVESTIGATION** - Indemnitors shall promptly, upon receipt of a notice from Surety regarding any Claim, provide Surety with access to full, complete, accurate and current information regarding the validity of, or any defenses to, the Claim. If information concerning the Claim is in the possession of the Indemnitors' attorneys, Indemnitors shall instruct said attorneys to cooperate with Surety and Indemnitor will provide Surety with access to said attorney and information.

6. **SETTLEMENTS** - Surety shall have the right, in good Faith, at its option and in its sole and absolute discretion, to adjust, settle or compromise any Claim arising out of any Bond and/or to take any action Surety deems appropriate in response thereto; and Surety's determination of whether to defend or settle any such Claim shall be binding and conclusive upon the Indemnitors. Surety, in its sole and absolute discretion, may incur such expenses, including, but not limited to, attorneys' fees, as it deems necessary or advisable in the investigation, defense and payment of such Claims and in the fulfillment of any bonded obligation and all such payments shall constitute amounts for which Surety is entitled to recover indemnity from Indemnitors under this Agreement.

7. **EXECUTION, MODIFICATION AND DECLINATION OF BONDS**

a. **DECLINE EXECUTION OR RENEWAL** - Surety may, in its sole and absolute discretion, decline to execute, renew or extend any Bond and may cancel any Bond for whatever reason, in Surety's sole and absolute discretion, and the Principal and Indemnitors agree to make no claim to the contrary. The Indemnitors hereby waive any and all claims or defenses against Surety due to its cancelling any Bond or its refusal or failure to execute, renew or extend any Bond.

b. **WAIVER OF NOTICE OF BONDS AND MODIFICATIONS THERETO** - Surety is authorized and empowered, without notice to or knowledge of Indemnitors or Principals, notice being hereby expressly waived, to issue any Bonds on behalf of Principal or any Indemnitor(s), to assent, or to refuse to assent, to any change whatsoever in any Bonds, including, but not limited to, changes to the penal sum of any Bonds, or to cancel any Bonds, it being expressly understood



and agreed that Indemnitors shall remain bound under the terms of this Agreement even though any such assent or the refusal to assent by Surety does or might substantially increase the liability of said Indemnitors.

8. **WAIVER OF NOTICE OF CLAIMS AND LIABILITIES:** Indemnitors have relied and shall continue to rely upon their own due diligence in making their own independent appraisal of the business and financial condition of Principal and other Indemnitors in executing this Agreement and agree to keep themselves fully informed as to the business and financial affairs of each other Principal and Indemnitors so that each of them are aware of the risks and hazards of continuing as an Indemnitor. Indemnitors waive notice from Surety of any Claim, or any act, fact, or information coming to the notice or knowledge of Surety concerning their rights or liabilities under this Agreement, any Bonds executed by the Surety on behalf of Indemnitors, or any one or more of them, and any and all other rights or liabilities of Indemnitors, whether Surety has such knowledge or notice before or after the execution of this Agreement. Principal and Indemnitors agree that they shall continue to be liable hereunder, notwithstanding any notice to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make as a result of lack of notice.

9. **WAIVER AND SUBORDINATION OF INDEMNITY, SUBROGATION AND CONTRIBUTION -** Principal and Indemnitors waive and subordinate all rights of indemnity, subrogation and contribution, each against the other, until all obligations to Surety have been first satisfied in full. Further, Indemnitors shall not waive any claim or right of indemnity, subrogation or contribution with regard to any third party, pursuant to any contract, insurance policy or settlement, or otherwise, without the prior written consent of the Surety.

10. **SURETY'S RIGHTS AND REMEDIES ARE CUMULATIVE -** Principal and the Indemnitors shall continue to remain bound under the terms of this Agreement and any Other Agreement(s) even though Surety may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Principal or the Indemnitors, accepted, reduced or released any Indemnitors under this Agreement or any Other Agreement, or accepted, reduced or released any collateral from Principal or Indemnitors or others, it being expressly understood and agreed by the Principal and Indemnitors that any and all other rights which Surety may have or acquire with respect to Principal and Indemnitors and/or others under this Agreement and any Other Agreement shall be cumulative and in addition to, not in lieu of, the rights afforded Surety under this Agreement. The rights granted in favor of Surety in this Agreement and any Other Agreement shall not be deemed a waiver of Surety's common law rights, equitable subrogation rights, statutory rights, or any other rights or remedies to which Surety is or may become entitled. In addition, no failure or delay by Surety in seeking to enforce any right shall be deemed a waiver of that right, nor any other right which Surety is or may become entitled to enforce.

11. **POWER OF ATTORNEY -** The Principal and Indemnitors hereby irrevocably nominate, constitute, appoint and designate Surety, and any persons designated by Surety, as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Principal and Indemnitors assigned, transferred and set over to Surety in this Agreement. The Principal and Indemnitors hereby ratify and confirm all acts and actions taken and done by Surety and its designees as such attorney-in-fact and agree to protect and hold harmless Surety for all such acts and actions.

12. **CHANGE OF CONTROL -** The Indemnitors shall not permit, without Surety's prior written consent, such consent not to be unreasonably withheld: (a) any transfer, merger or consolidation (in one transaction or a series of transactions) of all or substantially all of the assets of any Indemnitor which results in an unaffiliated Person or group owning, directly or indirectly, fifty percent (50%) or more of the beneficial ownership or control of such Indemnitor; (b) the acquisition (in one transaction or a series of transactions) by any Person or group, directly or indirectly, of fifty percent (50%) or more of the beneficial ownership or control of any Indemnitor, or (c) the acquisition by any Indemnitor, directly or indirectly, of fifty percent (50%) or more of the beneficial ownership or control in any other entity through the issuance of fifty percent (50%) or more of the voting power of the total outstanding voting stock of such Indemnitor.

13. **CHOICE OF LAW, JURISDICTION, SUITS AND JURY WAIVER -** Indemnitor expressly consents to suit for the purposes of the Surety's enforcement of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to such state's conflicts of laws rules. As to any legal action or proceeding arising under or related to this Agreement, the Indemnitors submit to the jurisdiction of the United States District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction, to the general jurisdiction of New York State Supreme Court in the County of New York, as well as the general jurisdiction of any local, state or federal court of the United States or its territories in which any Claim may be brought against Surety under any Bonds; and Indemnitors waive any defense against Surety in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis. Separate suits may be brought by Surety hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits, upon other causes of action, whether theretofore or thereafter arising. **INDEMNITORS EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE WITH SURETY ARISING UNDER OR RELATING TO THIS AGREEMENT.**

14. CONSTRUCTION - This Agreement is made and entered into for commercial purposes, is not in any sense a consumer agreement, and entered into in a free and active market in which Indemnitors have and have had alternatives. This Agreement shall be liberally construed so as to protect, hold harmless, exonerate, reimburse and indemnify Surety.

15. AMENDMENTS - This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed by Surety and Indemnitors to form a part hereof; provided however, each Indemnitor hereby waives notice and consents to the addition of any new Indemnitor as well as the release of any Indemnitor.

16. ENTIRE AGREEMENT - This Agreement (together with any Bonds issued by Surety) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof, except that Indemnitors' execution of this Agreement shall not operate to terminate any Other Agreement.

17. SEVERABILITY - If any provision or provisions of this Agreement is deemed void or unenforceable, the remainder of this Agreement shall not be deemed void or unenforceable thereby, but shall continue in full force and effect. In case any Indemnitor mentioned in this Agreement fails to execute the same, or if the signature of any Indemnitor hereto is deemed defective or invalid for any reason, such failure, defect or invalidity shall not affect the validity of this Agreement or the liability hereunder of any of the Indemnitors executing the same.

18. TERMINATION - This Agreement may be terminated prospectively, but not retroactively, as to any Indemnitors upon thirty (30) days' written notice sent by registered or certified mail to: Euler Hermes North America Insurance Company, Surety Department, 800 Red Brook Blvd., Owings Mills, MD 21117. Any such notice of termination shall not operate to modify, bar, limit, affect, reduce, or discharge the obligations of such Indemnitors under this Agreement or otherwise as to the Bonds that may have been executed prior to the effective date of such termination or with respect to any Bonds executed after the effective date of such termination, provided that Surety had become obligated to execute or renew such Bonds prior to the effective date of termination. Such notice of termination shall operate only with respect to the respective Indemnitors upon whose behalf such written notice shall have expressly been given.

19. COUNTERPARTS - This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective as to each Indemnitor when it has been executed by such Indemnitor.

20. COPIES AS ORIGINALS - The undersigned agree that any scanned or electronically digitized copy of this document made by Surety as part of any record storage and retention program shall be as effective as the original for all purposes.


21. HEADINGS - The section headings herein are included for convenience only and shall not be deemed to be part of this Agreement.

IN WITNESS WHEREOF, the Indemnitors who are individuals have hereunder set their hands and seals and the Indemnitors which are partnerships, corporations, or unincorporated associations have caused this Agreement to be duly executed by their authorized representatives on this 30 day of SEPT., in the year 2020.

(SIGNATURE PAGES FOLLOW)

(ALL SIGNATURES MUST BE ACKNOWLEDGED BELOW)

WITNESS OR ATTEST:

By:   
Name and title:

Indemnitor:

By: Mario J. Cirino Jr.  
Name and title:

State of incorporation: PA

Taxpayer ID #: 23-6003046

Address: 1521 N. PROVIDENCE RD, ROSETREE PARK, MEDIA, PA 19063

WITNESS OR ATTEST:

Indemnitor:

By: \_\_\_\_\_  
Name and title:

By: \_\_\_\_\_  
Name and title:

State of incorporation: \_\_\_\_\_

Taxpayer ID #: \_\_\_\_\_

Address: \_\_\_\_\_

WITNESS OR ATTEST:

Indemnitor:

By: \_\_\_\_\_  
Name and title:

By: \_\_\_\_\_  
Name and title:

State of incorporation: \_\_\_\_\_

Taxpayer ID #: \_\_\_\_\_

Address: \_\_\_\_\_

WITNESS OR ATTEST:

Indemnitor:

By: \_\_\_\_\_  
Name and title:

By: \_\_\_\_\_  
Name and title:

State of incorporation: \_\_\_\_\_

Taxpayer ID #: \_\_\_\_\_

Address: \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED BELOW)

**WITNESS:**

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

**Individual Indemnitor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS:**

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

**Individual Indemnitor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS:**

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

**Individual Indemnitor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS:**

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

**Individual Indemnitor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF Pennsylvania )  
 ) SS:  
COUNTY OF Delaware )

On this 30<sup>th</sup> day of September, in the year 2020, before me personally appeared Mario Civera, known or proven to me to be the Chairman of D.C.S.W.A. Delaware County Solid Waste Auth the corporation executing the above instrument; who acknowledged to me that said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by authority of the Board of Directors of said corporation.

Anna M. Scambato  
Notary Public, residing Commonwealth of Pennsylvania - Notary Seal  
My Commission expires: ANNA M. SGAMBATO, Notary Public  
Delaware County  
My Commission Expires April 8, 2022  
Commission Number 1282803

CORPORATE ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation executing the above instrument; who acknowledged to me that said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the managing member/manager of \_\_\_\_\_, the limited liability company executing the above instrument; who acknowledged to me that said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned and on oath stated that he/she is authorized under the Articles of Organization and Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation executing the above instrument; who acknowledged to me that said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation executing the above instrument; who acknowledged to me that said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the managing member/manager of \_\_\_\_\_, the limited liability company executing the above instrument; who acknowledged to me that said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned and on oath stated that he/she is authorized under the Articles of Organization and Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the managing member/manager of \_\_\_\_\_, the limited liability company executing the above instrument; who acknowledged to me that said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned and on oath stated that he/she is authorized under the Articles of Organization and Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

PARTNERSHIP ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same as its free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned and on oath stated that he/she is authorized under Partnership Agreement as amended and in effect this date to execute the foregoing instrument and so bind the partnership.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

PARTNERSHIP ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same as its free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned and on oath stated that he/she is authorized under Partnership Agreement as amended and in effect this date to execute the foregoing instrument and so bind the partnership.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public, residing at:  
My Commission expires:



## **AGENDA**

### **DELAWARE COUNTY SOLID WASTE AUTHORITY MEETING**

#### **Rose Tree Park**

**Special Meeting  
September 30, 2020**

1. Call to Order.
2. Pledge of Allegiance
3. Secretary's Report
4. Treasurer's Report
5. Resolution for the Closure Bond
6. Other Business
7. Chief Executive Officer/Solicitor
8. Public Discussion
9. Adjournment

**DELAWARE COUNTY SOLID WASTE AUTHORITY**

**Rose Tree Park  
Special Meeting  
September 30, 2020**

The meeting was called to order at 3:30 PM.

In attendance were the following:

Joseph W. Vasturia, CEO  
Michael R. McNichol, Director  
Mario Civera, Chairman  
Thomas Donahue, Vice Chairman  
John Hosier, Treasurer  
Richard G. Nolan, Assistant Treasurer  
Robert T. Layden, Secretary  
James Kelly, Member  
Patrick McMenamin, Member  
Michael F.X. Gillin, Esq., Solicitor

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Delaware County Solid Waste Authority Resolution No. 1-20. Motion made by Thomas Donahue, Seconded by Patrick McMenamin, motion was passed with no descending votes.

There being no further business or public discussion, the meeting was adjourned. Motion made by Thomas Donahue, Seconded by Richard Nolan, motion was passed with no descending votes.



Bureau of Office Services

October 19, 2021

EMAIL ONLY

Wendy Marberger  
Delaware County Solid Waste Authority  
1521 Providence Road  
Media, PA 19063

**Re: Bureau of Waste Management  
Delaware County Solid Waste Authority  
Permit No. 100345  
Surety Bond No. 2485063  
Euler Hermes North America Insurance Company - July 26, 2021  
Bond increased by \$3,511,397 for a new total of \$25,871,605**

Dear Ms. Marberger:

This is to notify you that the Department has approved the Surety Bond and Additional Endorsement associated with the above-referenced permit.

If you have any questions regarding this matter, please contact me by email at [tajefferso@pa.gov](mailto:tajefferso@pa.gov).

Sincerely,

A handwritten signature in black ink that reads "Tammy Jefferson".

Tammy Jefferson, Chief  
Bonding Section  
Division of Contracts, Procurement & Bonding

cc: BWM - SCRO - Dom Tuzzato  
File



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WASTE MANAGEMENT

Date Prepared

[Empty box for Date Prepared]

I.D. Number

[Empty box for I.D. Number]

**SURETY BOND**  
**For A Waste Management Facility**

**To be completed by Permittee/Operator:**

Name of Facility: Delaware County Solid Waste Authority

Address: 1521 Providence Road

Municipality: Media, PA 19063

County: Delaware

<b>Department Use Only:</b>
Solid Waste Permit No.: _____
Date of Permit Issuance: _____
Permit Acreage: _____

**Type of Facility: Check one:**

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

**Purpose: Check one:**

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

**To be completed by Surety Company:**

Bond No.: 2485063

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

Incorporated under the Laws in the State of Pennsylvania

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

business at 1621 Providence Road, Media, PA 19063  
(Address)

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

a \_\_\_\_\_ (hereinafter "Agreement") dated \_\_\_\_\_  
(Consent agreement/consent decree/consent adjudication) (date of agreement)

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

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

Media  
(Name of Municipality)

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

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

\_\_\_\_\_, as principal, and  
Euler Hermes North America Insurance Company, a corporation of the State of  
Maryland, licensed to do business in the Commonwealth of Pennsylvania, and  
with its principal place of business at 800 Red Brook Boulevard, Owings Mills, MD 21117  
(Address)

\_\_\_\_\_, as surety,  
and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of  
Three million five hundred eleven thousand three hundred ninety seven and 00/100  
(Written Dollar Amount) (\$3,511,397) Dollars,  
(Numerical Dollar Amount)

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

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

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law. This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department. Liability upon this bond shall extend to the entire facility. It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No. 100345, as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing, such liabilities and obligations.

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

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

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

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

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

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

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

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

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

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

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

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



IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be legally bound hereby, this 26th day of July, 2021.

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

Affix Corporate Seal Here:

Attest or Witness:

Michael R. McNichol, Witness  
(Print/Type Name)  
*Michael R. McNichol*  
(Signature of Above)

By: James P. Kelly, Chairman  
(Print/Type Name and Title)  
*James P. Kelly*  
(Signature of Above)

Michael R. McNichol, Witness  
(Print/Type Name)  
*Michael R. McNichol*  
(Signature Above)

By: Robert L. Layden, Secretary  
(Print/Type Name and Title)  
*Robert L. Layden*  
(Signature Above)

Surety: Euler Hermes North America Insurance Company  
(Print Name)

Affix Corporate Seal Here:

Attest or Witness:

Jeffrey Cummings, Witness  
(Print/Type Name)  
*Jeffrey Cummings*  
(Signature of Above)

By: Benjamin R. Pinkerton, Attorney-in-Fact  
(Print/Type Name and Title)  
*Benjamin R. Pinkerton*  
(Signature of Above)

\_\_\_\_\_  
(Print/Type Name)  
  
\_\_\_\_\_  
(Signature Above)

By: \_\_\_\_\_  
(Print/Type Name and Title)  
  
\_\_\_\_\_  
(Signature Above)

Pennsylvania Resident Agent

*Benjamin R. Pinkerton*  
(Signature)

Benjamin R. Pinkerton, Attorney-in-Fact  
(Print/Type Name)

Approved as to legality and form;

Approved for the Department:

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

\_\_\_\_\_  
(Type Name and Title)

\_\_\_\_\_  
(Signature of Above)

\_\_\_\_\_  
(Chief Counsel/Assistant Counsel)  
Department of Environmental Protection

\_\_\_\_\_  
(Date)

**EULER HERMES NORTH AMERICA INSURANCE COMPANY**  
800 Red Brook Boulevard \* Owings Mills, Maryland 21117

The number of persons authorized by this Power of Attorney is not more than: **4**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Matthew J. Swanick	1857 William Penn Way	Unlimited
Sarah E. Jordan	Lancaster, PA 17605	
Benjamin R. Pinkerton		
Morgan S. Ellis		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of July, 20 20.



*[Signature]*

James Daly, President and CEO-The Americas

*[Signature]*

Keith Sherman, Senior Vice President and Chief Operating Officer-Surety

State of Maryland, County of Baltimore

On this 1st day of July, 20 20, before me personally appeared Keith Sherman, to me known, being duly sworn, deposes and says that he resides in Phoenix, MD; that he is the Senior Vice President and Operating Officer-Surety of EULER HERMES, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



*[Signature]*

Notary Public

**This Commission Expires April 4, 2023**

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, Assistant Vice Secretary, and Senior Vice President and Chief Operating Officer-Surety, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, Keith Sherman, Senior Vice President and Chief Operating Officer-Surety of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 26th day of July, 20 21.



*[Signature]*

Keith Sherman, Senior Vice President and Chief Operating Officer-Surety



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WASTE MANAGEMENT

**SURETY BOND ENDORSEMENT**  
**Additional Bond**

It is agreed by the Principal and Surety, on Surety Bond No. 2485063  
dated July 26th, 2021, to which this Endorsement is attached and intended to become a part of,  
that said bond is submitted as an additional bond required by and pursuant to Permit No. 100345 originally  
issued on March 27th, 1985. The attached Surety Bond shall cover any and all liability accrued  
(Original Date of Issuance)  
and to be accrued under the law (as defined in the attached bond), from the date of the issuance of the original permit  
until such time as the Commonwealth shall release such liability in writing. The attached bond shall be a supplement to all  
other bonding posted or to be posted for the aforesaid permit. It is specifically intended that the attached Surety Bond will  
be retroactively effective.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, signs, seals and delivers this  
Endorsement, this 26th day of July, 2021.

ATTEST OR WITNESS:

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

J. P. Kelly  
[Signature]

By: Chairman  
(Title) (Seal)

By: Secretary  
(Title)

ATTEST OR WITNESS:

Principal: Euler Hermes North America Insurance Company  
(Print Name)

[Signature]

By: Benjamin R. Pinkerton  
(Title) (Seal)

[Signature]

By: Jeffrey Cummings, Witness  
(Title)

**EULER HERMES NORTH AMERICA INSURANCE COMPANY**  
800 Red Brook Boulevard \* Owings Mills, Maryland 21117

The number of persons authorized by this Power of Attorney is not more than: 4

**POWER OF ATTORNEY**

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*[Signature]*

James Daly, President and CEO-The Americas

*[Signature]*

Keith Sherman, Senior Vice President and Chief Operating Officer-Surety

State of Maryland, County of Baltimore

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*[Signature]*

Notary Public

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RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, Keith Sherman, Senior Vice President and Chief Operating Officer-Surety of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 26th day of July, 20 21.



*[Signature]*

Keith Sherman, Senior Vice President and Chief Operating Officer-Surety

**ACKNOWLEDGEMENT**

COMMONWEALTH / STATE OF PA

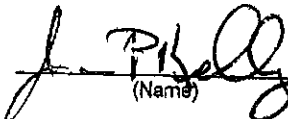
COUNTY OF Berks

SS

*[Operator – please complete only A. or B. and this document must be notarized]*

**A. TO BE USED BY AN OPERATOR THAT IS A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY**

On September 8, 2021  
(Date)

  
(Name)

James P. Kelly (and

Robert L. Layden)

personally appeared before me, and identified

(himself, and/or herself or themselves – please CIRCLE what is accurate) as the

Chairman  
(Title)

(and

Secretary  
(Title)

respectively.)

of Delaware County Solid Waste Authority

(Name of Operator – must be identical to Operator identified in Bond)

Each affiant stated that, in accordance with (1) [the bylaws of the corporation] [the partnership agreement] [the Operating Agreement of the LLC or the LLP] (please CIRCLE ONE AND ONLY ONE) and (2) any other documents applicable to authority to sign the attached Bond, the affiant was authorized to sign the attached Bond on behalf of the Operator.

**B. TO BE USED BY AN OPERATOR THAT IS AN INDIVIDUAL**

On \_\_\_\_\_  
(Date) (Name)

personally appeared before me, and acknowledged that he or she executed the attached Bond for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)   
(Notary Public Signature)

My Commission Expires: \_\_\_\_\_  
(Date)

Commonwealth of Pennsylvania - Notary Seal  
Wendy L. Marburger, Notary Public  
Berks County  
My commission expires May 24, 2024  
Commission number 1101811

**REQUEST FOR PROPOSAL**  
**for**  
**MANAGEMENT LEGAL SERVICES/SOLICITORSHIP**  
**for**  
**DELAWARE COUNTY SOLID WASTE AUTHORITY**

**BACKGROUND**

The Delaware County Solid Waste Authority (DCSWA) hereby gives public notice of its intent to procure legal services associated with the operations of waste management and related programs administered within its operational jurisdiction.

This RFP is not subject to a competitive bidding process. DCSWA may procure any services, including those that are the subject of this RFP, by any other means permitted by law. DCSWA reserves the right, at its sole discretion, to reject any and all responses received as a result of this RFP and/or to negotiate directly for the services that are the subject of this RFP.

**SCOPE OF SERVICES**

At a minimum, a specialized knowledge and experience with programs of the Pennsylvania Department of Environmental Protection and the US Environmental Protection Agency shall be demonstrated. Experience with Pennsylvania municipalities and knowledge of municipal law, municipal finance and regulation is preferred.

The selected firm or individual shall be licensed to practice law in the Commonwealth of Pennsylvania and is in good standing with the Pennsylvania Bar.

DCSWA requires solicitor legal services including, but not limited to, the following:

1. Attendance at workshops and regular meetings **up to twice monthly**.
2. Serve as parliamentarian of workshops and meetings.
3. Attendance at occasional Delaware County Council regular meetings, as requested.
4. Advise and assist DCSWA with:
  - a. drafting proposed resolutions and policies.
  - b. strategic planning reviews and recommendations.
  - c. special projects.
  - d. preparing, conducting, and negotiating solicitations for products or services.
  - e. preparing public notices and approve such notices prior to legal advertising and posting.
5. Furnish DCSWA, when requested, opinions upon any questions of law.
6. Prepare official DCSWA correspondence, as required.
7. Provide training sessions, as requested.
8. Coordinate with County, State, regional, and local agencies regarding DCSWA's plans, as requested.

Firms will be expected to familiarize themselves with the Board, its operating policies, its fiduciary duties and responsibilities and relevant provisions of Pennsylvania law, without cost.

The above description of the services to be provided is intended as a general guide and not as a complete description of all aspects of the services under the RFP.

**The scope of services does not include representation as attorney of record in connection with any legal action. The successful firm will not, however, be precluded from serving as litigation counsel.**

## **SPECIFIC RESPONSE REQUIREMENTS**

All proposals shall be submitted in accordance with the instructions detailed below and address the following requested information or questions.

1. Letter of Transmittal – A letter of transmittal which summarizes the key points of the proposal and which is signed by an authorized officer.
2. Firm Experience and Qualifications – Provide the following:
  - a. An overview of the firm and its qualifications, including the location of the firm’s primary office, as well as any other offices in the Commonwealth of Pennsylvania or other states.
  - b. Describe knowledge and familiarity with Pennsylvania Municipalities Authority Act, Personnel and labor relations
  - c. Development and review of Policies and Procedures.
  - d. Describe the firm’s and proposed key-personnel’s relevant DCSWA experience for the past five (5) years.
  - e. Describe your liability, professional errors and omissions, cybersecurity, and malpractice insurance policies maintained, including coverage limits.
  - f. Submit three (3) references for organizations of similar size and mission with names and direct line telephone numbers.
  - g. Describe your organization, size, structure, areas of practice, and office location(s). Indicate if the firm is a woman, veteran or minority owned business. Also include a copy of your Equal Opportunity/Affirmative Action Policy, if the firm has one.
3. Legal Services Team – Provide the following:
  - a. Summary of experience of each individual who would be assigned to represent DCSWA.
  - b. Professional and education background of each attorney.
  - c. Description of the specific roles of each individual who would be assigned to represent DCSWA.
  - d. Identify who the lead Solicitor would be assigned to represent DCSWA.
  - e. Detailed resume of each individual who would be assigned to represent DCSWA.
  - f. Overall supervision to be exercised.
  - g. The approximate percentage of time which each of the assigned attorneys is expected to devote to this representation.
4. Conflicts of Interest – Provide the following:
  - a. Description of any material financial relationships that the firm or any employee has with any individual or organization that may create a conflict of interest in representing DCSWA.
  - b. Description of any family relationship that any employee of the firm has with any public official that may create a conflict of interest or the appearance of a conflict of interest in representing DCSWA.
  - c. Description of any other matter that the firm believes may create a conflict of interest or the appearance of a conflict of interest in representing DCSWA and the manner in which such conflicts described in this paragraph will be resolved.
5. Fee Proposal – Provide an hourly fee proposal for lead solicitor and staff, as applicable. Fees shall include all costs associated with labor, fringe benefits, overhead, profit, and out-of-pocket

expenses for which the firm expects reimbursement. In addition, provide the hourly billing rates for any staff that will serve DCSWA for any work authorized by DCSWA. Clearly indicate the amount (if any) charged for drive time associated with this assignment. Describe any added reimbursable costs for such expenses as printing, mileage, data or sub-consultants. The proposal must also include what increment of time is billable. Indicate number of years that the firm will hold the proposed fees.

## EVALUATION CRITERIA AND SELECTION PROCESS

DCSWA Board reserves the right to:

1. Select a proposal in its entirety or some portion(s) thereof.
2. Reject any and all proposals, in whole or in part.
3. Waive irregularities.
4. Request oral presentations and/or individual interviews from those individuals or firms determined to be in a competitive range.
5. Make the final selection using criteria judged to be the maximum benefit to DCSWA as a whole.

## SELECTION CRITERIA

Firms will be evaluated based on the following criteria listed in order of importance:

1. Expertise and experience representing municipal authorities.
2. A record of success in representing authorities for all items specified in Scope of Services.
3. Degree of completeness of response to the RFP and degree to which the firm followed instructions for submittal.

Proposals will be evaluated and the attorney and/or law firm whose proposal is most advantageous to DCSWA will be selected subject to negotiation of fair and reasonable compensation.

DCSWA solicits and encourages minority business enterprise, women's business enterprise, and disability-owned business enterprise participation in all its contracts. Proposers are invited to describe their operations in view of these objectives.

DCSWA operates with close working relationships to our 49 county municipalities. Proposers are invited to demonstrate how their proximity to the county municipalities is advantageous to DCSWA.

## PROPOSAL SUBMISSION

Qualified and experienced attorneys and/or law firms are invited to submit a proposal for a professional service contract with fixed hourly rates for a period of two years beginning **January 1, 2022**, no later than 2:00 p.m. November 30, 2021.

Questions related to this Request for Proposal may be obtained by contacting: **[NAME]** DELAWARE COUNTY SOLID WASTE AUTHORITY ROSE TREE PARK - HUNT CLUB, 1521 N. PROVIDENCE ROAD, MEDIA, PA 19063 610-892-9620 E-mail: **[REDACTED]**

Proposal submission shall be made in the following manner:

1. Proposals, including any/all attachments, cover letter and tabs should not exceed ten (10) pages in length on 8 ½ x11 inch paper, single spaced using a minimum font size of 12 point. Do not provide marketing materials.



2. Proposals shall be provided as a PDF file and submitted in electronic format via email to [Name], [Position], at [email]. Subject line shall be: DCSWA Solicitor Consulting Services RFP.
3. One (1) original and seven (7) copies of the proposal are to be mailed or hand-delivered to [Name], [Position], at Rose Tree Park - Hunt Club, 1521 N. Providence Road, Media, PA 19063. Attention: DCSWA Solicitor Consulting Services RFP.
4. Proposal must be received by [Name], [Position], no later than 2:00 p.m. prevailing time on November 30, 2021. Late proposals will not be considered.
5. All questions regarding the RFP shall be addressed to [Name], [Position], at [email] no later than November 26, 2021.

Responses, and all materials submitted with a response, will become the property of DCSWA. Submission of a response to DCSWA constitutes express acceptance by the firm to be bound by all the terms, conditions and provisions of this RFP.

Responses may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, DCSWA is not bound by the identification of such information as proprietary or confidential and will provide copies of materials provided hereunder in response to a right-to-know request as required by Pennsylvania law. DCSWA's determination of the application of the Pennsylvania Right-To-Know Law is dispositive, and by submitting a response to the RFP, proposers agree not to challenge DCSWA's determination.

## **ORAL PRESENTATION**

Firms may be required to clarify their proposals by making individual presentations upon request of DCSWA.

## **SELECTION TIMETABLE**

Selection will be based on proposals submitted and final determination by DCSWA Board.

It is currently expected that a decision selecting the successful Offeror(s) will be made on or before December 31, 2021. DCSWA may request a meeting with some qualified Offerors prior to final selection.

It is anticipated that the successful firm will be engaged by the Board at its January 2022 Reorganization Meeting.

## **RIGHT TO REJECT**

DCSWA reserves the right to reject any and all proposals received in response to this RFP, to waive defects, to alter or modify the requirements of this RFP, and to award no contract.