

PUBLIC INFORMATION PACKET
DELAWARE COUNTY SOLID WASTE
AUTHORITY BOARD MEETING

ROSE TREE PARK

MAY 11, 2022

DELAWARE COUNTY SOLID WASTE AUTHORITY
MEETING
ROSE TREE PARK
May 11, 2022
3:00 PM

1. Call to Order
2. Pledge of Allegiance
3. **Approval** of the Minutes of the Board of Directors Meeting held at Rose Tree Park on April 13, 2022.
4. Public Comment
5. Report: Interim CEO, Jim Warner
Updates: Covanta Agreement, TS #3 repairs, MWMP, upcoming legislators meeting
6. Facility Operations
Review: April 2022 Tonnage Summary
Action Item: Purchase D6 Dozer (see Issue Paper)
Action Item: Purchase D5 Dozer (see Issue Paper)
Action Item: Award new recycling container collection program to WM
7. Accounting and Finance Report
Review: April and YTD Operating and Capital Budget Report
Action Item: Approval of Payment of Bills for April 2022 in the amount of \$ 2,592,838.06
Action Item: Approve Audit Committee recommendation to Approve the 2021 Audit
8. Public Outreach and Communications
Review: Website www.delcoswa.org Phase 2 development has begun.
9. Strategic Planning
Action Item: Approve Public Resource Advisory Group (PRAG) as Financial Advisors to the Authority (see Engagement Letter dated May 2nd)
10. Other Business
Action Item: Approve *Settlement Agreement and General Release* pertaining to permit appeal of the Rolling Hills Landfill Expansion.
Action Item: Approve settlement offer pertaining to the Evergreen Power LLC litigation.
Action Item: Approve Rudolph Clarke, LLC as new solicitor of the Authority
11. Executive Session: Nothing scheduled
12. Adjournment

DELAWARE COUNTY SOLID WASTE AUTHORITY
Rose Tree Park
April 13, 2022

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

The pledge of Allegiance was said.

In attendance were the following: James McLaughlin, Chairman
 James Kelly, Vice Chairman

 Robert Layden, Secretary
 Thomas Donahue, Member
 John Butler, Member
 William Jones, Member
 William Silverstein, Member

Also, In attendance: James Warner, Interim CEO
 Joseph Crawford, Solicitor
 Christine Reuther, Ex-Officio
 Wendy Marburger, Landfill COO

Upon motion duly made and seconded, and by unanimous vote **Approval** of the Minutes of the Board of Directors Meeting held at Rose Tree Park on March 9, 2022. Motion made by Robert Layden Seconded by James Kelly; motion was passed with no dissenting votes. Thomas Donahue and William Silverstein abstained.

Public Attendance:

1. Zulene Mayfield, Chester Resident
2. Kearni Warren, Energy Justice Network
3. Alice Wright, Chester Environmental Group
4. Will Richan, Chester Resident
5. Mike Ewall, Energy Justice Network
6. Andrew Saul, Media Resident
7. Jess Cadorette, Chester County Resident

Upon motion duly made and seconded, and by unanimous vote **Approval** of Term Sheet dated April 13, 2022 by and between Covanta and the Delaware County Solid Waste Authority and Authorization to enter into Agreements that reflect the arrangements as described within the Term Sheet. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with one dissenting votes by William Jones.

Report by Interim CEO, James Warner discussing topics and updates on Solicitor RFP, DCSWA Igloo Program, Public Meeting held on March 29th, 10-Year Municipal Waste Plan.

Upon motion duly made and seconded, and by unanimous vote **Approval** of Payment of Bills in the amount of \$ 4,355,383.46. Motion made by Robert Layden; Seconded by James Kelly, motion was passed with no dissenting votes.

Upon motion duly made and seconded, and by unanimous vote **Approval** to Appoint James McLaughlin, William Silverstein and John Butler to the Audit Committee. Motion made by Thomas Donahue; Seconded by James Kelly, motion was passed with no dissenting votes

Public Outreach and Communications: Website www.delcoswa.org initiated.

Strategic Planning Update on the 20 Year Waste System Financial Sensitivity Model Built.

The Board went into Executive Session to discuss Litigation and Personnel matters.

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

DELAWARE COUNTY SOLID WASTE AUTHORITY
APRIL, 2022
TONNAGE SUMMARY

	Month				YTD			
	Budget	Actual	Variance	Variance %	Budget	Actual	Variance	Variance %
Delaware County Refuse								
Delco Residential	14,768	11,248	(3,520)	-24%	59,072	43,930	(15,142)	-26%
Delco Commercial	8,598	9,098	500	6%	34,393	36,770	2,378	7%
Delco Direct Residential	5,007	6,972	1,965	39%	20,028	22,763	2,735	14%
Delco Direct Commercial	5,007	3,928	(1,079)	-22%	20,028	14,769	(5,260)	-26%
Total Tons	33,380	31,247	(2,134)	-6%	133,521	118,232	(15,289)	-11%
Rolling Hills Landfill								
Covanta Ash	31,953	26,828	(5,125)	-16%	127,812	100,582	(27,230)	-21%
Plymouth Ash	4,282	2,886	(1,396)	-33%	17,129	11,712	(5,417)	-32%
Berks County	3,442	3,133	(309)	-9%	13,770	11,838	(1,932)	-14%
Montgomery County	6,912	9,226	2,314	33%	27,647	33,051	5,405	20%
Residual	0	801	801		0	801	801	
Total Tons	46,589	42,874	(3,715)	-8%	186,357	157,985	(28,373)	-15%
System Tons	79,970	74,121	(5,849)	-7%	319,878	276,216	(43,662)	-14%

ISSUE PAPER

Issue: Replacement Purchase D6 Track Type Tractor with waste handling package.

Background: This piece equipment is crucial to landfill operations and used primarily on the working face to cover trash with ash.

Discussion: In the face of increasing maintenance cost and frequent equipment failures, it has become evident that it is no longer prudent to retain this piece of equipment beyond its scheduled useful life. Costs of repairs are increasing and equipment reliability is decreasing. As such, we priced a new D6 on the COSTARS program. Delivery times on this particular piece which has the waste handling package have reached 12 months. However, an order from Republic Services was cancelled in the Midwest and this machine became available. The list price is \$734,774. However, we are receiving a COSTARS discount of 18% or \$115,639, A Foley caterpillar dealer discount of \$42,099 and a trade-in value of \$90,000 for the piece we are replacing. Our net purchase price is \$487,038. Replacement of this piece of equipment was included in our 2021 Capital Budget.

Recommendation:

It is recommended that the Board of Directors award the D6 Track Type Tractor to Foley Caterpillar in the amount of **\$487,038**.

ISSUE PAPER

Issue: Replacement Purchase of D5 Track Type Tractor.

Background: This piece of equipment is crucial to landfill operations and used primarily in the building of the expansion project and for intermediate cover on outside slopes.

Discussion: In the face of increasing maintenance cost and frequent equipment failures, it has become evident that it is no longer prudent to retain this piece of equipment beyond its scheduled useful life. Heavy equipment and parts are in short supply, inventories are low, and prices have been escalating for two years. As such, we priced a new D5 on the COSTARS program. We will not be subject to the upcoming equipment price increases of 2022 and the machine will be delivered this year. The list price is \$553,734. However, we are receiving a COSTARS discount of 18% or \$94,431, a Foley Caterpillar dealer discount of \$33,061 and a trade-in value of \$65,000 for the piece we are replacing. Our net purchase price is \$361,242. Replacement of this piece of equipment was included in our 2022 Capital Budget.

Recommendation:

It is recommended that the Board of Directors award the D5 Track Type Tractor to Foley Caterpillar in the amount of **\$361,242**.

ISSUE PAPER

Issue: Replacement of Recycling Igloo Program with a more sustainable, efficient program.

Background: The Authority has been running a Recycling Igloo Program for upwards of thirty years offering residents a convenient opportunity to recycle. In the past few years, we have had trouble maintaining a Class "A" driver and a laborer to man our recycling truck. There are currently eighteen sites in the program that need either a 2 or 4 cu yd container and 7 sites that would use a 96-gallon toter for recycling. As a result of the above, we were forced to terminate the program and collected all the Igloos.

Discussion: With the advent of Single Stream recycling, many municipalities increased what they would accept and as they became more efficient, we lost stops. We currently have twenty-four sites that want to remain in the program. Unfortunately, we cannot justify employing a full-time Class "A" driver and a laborer. Part-timer drivers are difficult to find as they all want more hours than we can provide.

We decided to explore the option of subbing this out and have found that the overall price was less than one full-time Class "A" truck driver, not to mention the cost of the laborer; maintenance of a tractor trailer truck (that is 17 years old); gas; insurance; and the unexpected costs associated with an older truck. The contractors listed also have a pool of drivers so that if one calls out, another can fill in. We did not have that option.

All bidders agreed to clearly mark the single stream items they will collect (which increases what our program can now accept). The Authority will also place our logo on each container as well as this is the Authority's program. Although clearly marked they look like dumpsters. To solve this problem, we wanted locking bars and slots so that only recycled items could find their way in. Trash would diminish the efforts of many and cause unexpected contamination charges for the Authority. Consequently, after verbal communication, we asked of those that responded, "could you include slots/holes clearly marked for recycling and have a locking bar to deter trash". WM's proposal was the only one that included locking bars and slots for both their 2 and 4 cu yd containers.

Recommendation: It is recommended that the Board of Directors award the Recycling Contract to WM in the amount of \$28,224.72, which includes a one-time delivery fee of \$500.00.

Recycling Options for Recycling

Company	Proposal submitted	4 yard containers	2 yard containers	96 gallon	Slots for Recycling with Locking Bars	Wheels for container	Monthly Fee 1 X per week	Delivery Fee	5 Containers	13 Containers	7 toters	Monthly Total	Annual Total	First Year which includes delivery charges
J & K	Y	Y				Y	\$ 128.00	none	\$ 640.00	\$ 1,235.00		\$ 2,155.00	\$ 25,860.00	\$ 25,860.00
				Y			\$ 95.00					\$ 280.00	\$ 2,155.00	\$ 25,860.00
							\$ 40.00					\$ 280.00	\$ 2,155.00	\$ 25,860.00
Republic	Y	Y				Y	\$ 175.50	\$150./per	\$ 875.00					
						Y	\$ 93.49	\$150./per		\$ 1,215.37				
							\$ 68.79	\$52.40/per			\$ 481.53	\$ 2,571.90	\$ 30,862.80	\$ 33,178.80
WM	Y	Y				Y	\$ 120.26	\$500 Flat Fee	\$ 601.30					
						Y	\$ 99.51			\$ 1,293.63				
							\$ 59.59				\$ 417.13	\$ 2,312.06	\$ 27,744.72	\$ 28,244.72
Lakton	Y													
Advanced	Y													
JP Mascaro	Y													
Accurate Recycling	Y													
B & L	Y													
AJ Blonsenski	Y													
Penn Waste	Y													
Opendaker	Y													
Jack Clark	Nothing smaller than 10 cu yds.													

DELAWARE COUNTY SOLID WASTE AUTHORITY
APRIL, 2022
TONNAGE SUMMARY

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DELAWARE COUNTY SOLID WASTE AUTHORITY
APRIL, 2022
OPERATING BUDGET SUMMARY

	Month				YTD Budget	YTD	YTD	
	Budget	Monthly	Variance	Variance %			Variance	Variance %
REVENUE								
Delco Residential	\$1,151,899	\$877,364	(\$274,536)	-24%	\$4,607,598	\$3,426,524	(\$1,181,074)	-26%
Delco Commercial	687,851	727,854	40,003	6%	2,751,405	2,941,620	190,215	7%
Delco Direct Residential	390,551	543,804	153,254	39%	1,562,202	1,764,753	202,551	13%
Delco Direct Commercial	400,565	314,264	(86,301)	-22%	1,602,259	1,192,528	(409,731)	-26%
Covanta Ash	639,059	525,565	(113,494)	-18%	2,556,235	1,974,232	(582,004)	-23%
Plymouth Ash	85,647	56,621	(29,026)	-34%	342,588	229,790	(112,798)	-33%
Berks County	247,858	165,223	(82,636)	-33%	991,433	730,706	(260,727)	-26%
Montgomery County	449,259	536,105	86,845	19%	1,797,037	1,933,620	136,583	8%
Residual	0	41,675	41,675	-100%	0	41,675	41,675	-100%
Grants	10,833	0	(10,833)	-59%	43,333	0	(43,333)	-100%
Miscellaneous	8,833	3,624	(5,209)	-7%	35,333	63,312	27,979	79%
Total Revenue	\$4,072,356	\$3,792,098	(\$280,258)	-7%	\$16,289,424	\$14,298,760	(\$1,990,664)	-12%
Discounts	104,506	70,810	(33,696)	-32%	418,024	278,483	(139,540)	-33%
Total Net Revenue	\$3,967,850	\$3,721,288	(\$246,562)	-6%	\$15,871,401	\$14,020,277	(\$1,851,124)	-12%
EXPENSES								
Administration	\$190,014	\$142,506	(\$47,508)	-25%	\$814,430	\$966,094	\$151,664	19%
Operations	476,646	507,470	30,824	6%	1,742,384	1,464,778	(277,606)	-16%
Contract Hauling	693,970	650,587	(43,384)	-6%	2,775,881	2,494,585	(281,295)	-10%
Covanta Processing	1,349,695	1,280,477	(69,218)	-5%	5,398,779	4,892,803	(505,976)	-9%
Delco Host Fees	63,906	59,815	(4,092)	-6%	255,624	230,853	(24,771)	-10%
RHL Host Fees	318,315	315,716	(2,599)	-1%	1,259,285	1,145,467	(113,818)	-9%
HHW Events/Recycling	8,750	4,025	(4,725)	-54%	35,000	9,798	(25,202)	-72%
Total Expenses	\$3,101,296	\$2,960,595	(\$140,701)	-5%	\$12,281,382	\$11,204,378	(\$1,077,004)	-9%
Operating Surplus (Deficit)	\$866,554	\$760,693	(\$105,861)	-12%	\$3,590,018	\$2,815,898	(\$774,120)	-22%

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

Capital Budget	\$10,807,000
Capital Expense YTD	<u>\$2,308,731</u>
Capital Budget Balance	\$8,498,269
Summary	
Net Operating Surplus	\$760,693
Capital Expense	\$979,501
Capital Reserve Contribution	\$218,808
Operating Account Contribution from Operating Surplus	\$0
Capital Reserve Balance as of 4/30/22	\$7,289,551
Operating Account Balance as of 4/30/22	\$1,466,820
Closure Collateral Reserve Deposit	\$0.00

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
1857497	A ROYAL FL...	A Royal Flush Environmental	4/27-5/24/22 Portable Restroom Rental(2) ...	247.32
1857559	A ROYAL FL...	A Royal Flush Environmental	4/28-5/25/22 Portable Restroom Rental-Plt...	123.66
	Total A ROYA...	A Royal Flush Environmental		370.98
A13815	A. N. Lynch Co.	A. N. Lynch Co., Inc.	Contract No. 2-070820 Electrician Service...	4,567.00
	Total A. N. Ly...	A. N. Lynch Co., Inc.		4,567.00
9124649...	AIRGAS EAST	Airgas USA, LLC	.045in. 33 lb. Tubular Welding Wire #8119...	492.22
9124798...	AIRGAS EAST	Airgas USA, LLC	Gray Elite Safety Glasses(36) & Cowhide ...	421.35
9125395...	AIRGAS EAST	Airgas USA, LLC	Hi Vis Orange Ratchet Hard Hat #812096...	80.95
	Total AIRGAS...	Airgas USA, LLC		994.52
042222D	AQUA	AQUA Pennsylvania	Acct. #000243285 0243285	104.92
042222E	AQUA	AQUA Pennsylvania	Acct. #000247306 0247306	140.87
	Total AQUA	AQUA Pennsylvania		245.79
3464252	Arthur J. Galla	Arthur J. Gallagher Risk Manag	Crime Policy #CCP 6960023-00 (6/1/20-6...	602.00
4247942	Arthur J. Galla	Arthur J. Gallagher Risk Manag	Pension Plan Crime & Fiduciary Liability L...	2,948.00
	Total Arthur J. ...	Arthur J. Gallagher Risk Manag		3,550.00
554327	ASSOCIATE...	Associated Truck Parts	Baldwin Air Filter #PA1667FN (2)	35.08
	Total ASSOCL...	Associated Truck Parts		35.08
8791933...	AT & T Mobility	AT & T Mobility	Acct. #879193310	294.87
	Total AT & T ...	AT & T Mobility		294.87
50394	Atlantic Nuclea	Atlantic Nuclear Corp.	Calibrate Ludlum 375P-1000 S/N 272059/...	1,300.00
	Total Atlantic ...	Atlantic Nuclear Corp.		1,300.00
1122043...	Atlas Copco C...	Atlas Copco Compressors LLC	Provide/Install Air Dryer on Air Compress...	1,035.83
	Total Atlas Co...	Atlas Copco Compressors LLC		1,035.83
041922	BLAZOSKY_...	Blazosky Associates, Inc.	Overfill Accommodation Plan	1,308.45
041922A	BLAZOSKY_...	Blazosky Associates, Inc.	2022 LF Gas Management System Bid Doc...	492.50
041822	BLAZOSKY_...	Blazosky Associates, Inc.	2021 AIMS and GHG Reporting	332.50
042822	BLAZOSKY_...	Blazosky Associates, Inc.	Misc. Engineering Services (2/27-4/2/22)	268.00
041922B	BLAZOSKY_...	Blazosky Associates, Inc.	Perimeter Berm Structural Fill CQA	20,459.84
042822A	BLAZOSKY_...	Blazosky Associates, Inc.	Assistance with Quarterly Gas Monitoring	1,366.54
042822B	BLAZOSKY_...	Blazosky Associates, Inc.	Southern Expansion Assistance - Appeal &...	12,529.60
	Total BLAZO...	Blazosky Associates, Inc.		36,757.43
107363	BORO. POTT...	Borough of Pottstown	4/22 Leachate Treatment (3,631,250 gals.)	51,917.32
	Total BORO. P...	Borough of Pottstown		51,917.32
47025	BTCPA	Barbacane Thornton & Co.	2021 Annual Audit - Progress Billing	5,965.00
	Total BTCPA	Barbacane Thornton & Co.		5,965.00
74049	Campbell Durr...	Campbell Durrant, P.C.	DCSWA Labor & Employment 4/1-30/22	3,215.50
73787	Campbell Durr...	Campbell Durrant, P.C.	DCSWA Labor & Employment 3/1-31/22	16,805.05

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
	Total Campbel...	Campbell Durrant, P.C.		20,020.55
4068249	CHESTER_W...	Chester Water Authority	3/29-4/26/22 Water Bill	<u>689.05</u>
	Total CHEST...	Chester Water Authority		689.05
1243226	Com.PA-Clea...	Commonwealth of Pennsylvania	NPDES Permit No. PA0040860 - Minor L...	<u>3,000.00</u>
	Total Com.PA-...	Commonwealth of Pennsylvania		3,000.00
050522	COM.PA.AG...	Com. of PA-Depart.Agriculture	M. Oldham - Weighmaster License	<u>60.00</u>
	Total COM.PA..	Com. of PA-Depart.Agriculture		60.00
063022	COM.PA.DEP	Com. of PA - DEP	2021 Annual Operations Report	<u>2,800.00</u>
	Total COM.PA..	Com. of PA - DEP		2,800.00
050522A	COM.PA.DEP...	Commonwealth of PA - DEP	2021 Annual Operation Report	<u>1,400.00</u>
	Total COM.PA..	Commonwealth of PA - DEP		1,400.00
041622	COMCAST C...	Comcast Cable	Acct. #8499 10 044 0051661	<u>458.44</u>
	Total COMCA...	Comcast Cable		458.44
34194	COMPUTER ...	Computer Center of North Ameri	4/26/22 Setup PC & Scanner/Printer-Cord...	534.72
34183	COMPUTER ...	Computer Center of North Ameri	4/5 & 4/7/22 J.Warner & S.Cordes Zoom ...	<u>320.00</u>
	Total COMPU...	Computer Center of North Ameri		854.72
107988	Cotterino Suppl	Cotterino Supply & Equip. Co.	Cut Edge(2), R/L End Bit(2),Plow Bolts,N...	1,384.72
107987	Cotterino Suppl	Cotterino Supply & Equip. Co.	Standard Tooth #4180996 (12) Volvo EC4...	<u>2,973.24</u>
	Total Cotterin...	Cotterino Supply & Equip. Co.		4,357.96
391708...	Covanta Dela...	Covanta Delaware Valley	March 21 & 24, 2022 Waste Disposal - Ply..	4,645.30
392091...	Covanta Dela...	Covanta Delaware Valley	March 18, 21, 22, 24, 2022 Waste Disposa...	12,549.68
0422_D...	Covanta Dela...	Covanta Delaware Valley	April, 2022 Waste Disposal	<u>797,532.07</u>
	Total Covanta ...	Covanta Delaware Valley		814,727.05
050322	Crawford Adv...	Crawford Advocacy PLLC	April 16-30, 2022 Legal Services	<u>11,602.50</u>
	Total Crawfor...	Crawford Advocacy PLLC		11,602.50
19888157 042222	CRYSTAL SP...	Crystal Springs	Spring Water Supply & Mithly. Rental (Site..	348.48
	Total CRYST...	Crystal Springs		348.48
34978	Delaware Valley	Delaware Valley Contractors, I	Provide Mtrl/Labor/Equip. @ Pit.#3 to Re...	<u>30,679.51</u>
	Total Delawar...	Delaware Valley Contractors, I		30,679.51
051322P	DELAWARE_...	Delaware Co. Solid Waste Auth.	Employees Pension Contribution	3,515.88
042922P	DELAWARE_...	Delaware Co. Solid Waste Auth.	Employees Pension Contribution	<u>3,463.93</u>
	Total DELAW...	Delaware Co. Solid Waste Auth.		6,979.81
0910013...	EXCELSIOR ...	Excelsior Blower Systems, Inc.	On-Site Preventive Maintenance ROOTS ...	<u>450.00</u>
	Total EXCEL...	Excelsior Blower Systems, Inc.		450.00

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
7-698-41...	FEDERAL C...	Federal Communications Commiss	Fedex Envelope(2) & Pak - LF & Fedex E...	88.29
7-698-41...	FEDERAL C...	Federal Communications Commiss	Fedex Envelope(2) & Pak - LF & Fedex E...	24.73
	Total FEDER...	Federal Communications Commiss		113.02
7-743-93...	FEDERAL_E...	Federal Express Corporation	Fedex Pak - LF & Fedex Envelope - RT	28.16
7-743-93...	FEDERAL_E...	Federal Express Corporation	Fedex Pak - LF & Fedex Envelope - RT	25.47
7-736-05...	FEDERAL_E...	Federal Express Corporation	Fedex Custom - RT	42.88
7-728-16...	FEDERAL_E...	Federal Express Corporation	Fedex Custom - RT	19.73
7-750-50...	FEDERAL_E...	Federal Express Corporation	Fedex Custom - LF	46.58
	Total FEDER...	Federal Express Corporation		162.82
FR004885	FRASER_BU...	Fraser Advanced Info. System	Sharp MX-3071 Color Copier/Scanner S/...	9,099.99
INV1103...	FRASER_BU...	Fraser Advanced Info. System	Contract CT5955-01 5/13-6/12/22 - Sharp...	142.00
INV1100...	FRASER_BU...	Fraser Advanced Info. System	Contract CT10446-01 4/25-5/24/22 - Shar...	154.00
INV109...	FRASER_BU...	Fraser Advanced Info. System	Contract CT5955-01 4/13-5/12/22 - Sharp ...	419.64
	Total FRASE...	Fraser Advanced Info. System		9,815.63
1175636	GasTec Enterpri	GasTec Enterprises	Contract No. RA3-081121 - Propane (904....	1,536.75
1176146	GasTec Enterpri	GasTec Enterprises	Contract No. RA3-081121 - Propane (602....	1,023.48
	Total GasTec ...	GasTec Enterprises		2,560.23
122-141	Geotechnics	Geotechnics	GCL to Soil Static Test - Phase I Geosynth...	4,029.70
	Total Geotech...	Geotechnics		4,029.70
P220030...	Gershman,Bri...	Gershman,Brickner&Bratton, Inc	System Financial Modeling & Analysis - A...	4,097.50
	Total Gershma...	Gershman,Brickner&Bratton, Inc		4,097.50
123095	GILBERTSVL...	Gilbertsville Auto Supply	Misc. Shop Supplies	236.20
125518	GILBERTSVL...	Gilbertsville Auto Supply	Wiper Blade #NP-19 (10) & Hose Clamp #...	51.30
124338	GILBERTSVL...	Gilbertsville Auto Supply	Reman Compressor #254044 - 1997 Blue ...	213.94
121743	GILBERTSVL...	Gilbertsville Auto Supply	Electrical Connector & Idle Air Control Va...	116.24
042522	GILBERTSVL...	Gilbertsville Auto Supply	Misc. Equip. Parts & Shop Supplies-Apr, ...	207.45
	Total GILBER...	Gilbertsville Auto Supply		825.13
PS10016...	GILES_&_RA...	Foley, Inc.	Bearing-Cone #2K-5066 & Cone #8H-090...	373.28
PS10016...	GILES_&_RA...	Foley, Inc.	GP-TRA Idler #190-1546 (3) & Bearing #...	5,394.26
PS10016...	GILES_&_RA...	Foley, Inc.	Guide Assembly #205-6165 (3) #2 D-6N ...	2,168.10
PS10016...	GILES_&_RA...	Foley, Inc.	Roller GP-DF #310-4918 (12) #2 D-6N D...	4,852.92
PS10016...	GILES_&_RA...	Foley, Inc.	Additional Undercarriage Parts - #2 D-6N ...	3,932.76
PS10016...	GILES_&_RA...	Foley, Inc.	Cap #223-9110 (10) & Bolt #8T-4192 - #2...	237.87
PS10016...	GILES_&_RA...	Foley, Inc.	Washer #8T-4223 (24) #2 D-6N Dozer	19.92
PS10016...	GILES_&_RA...	Foley, Inc.	Bolt #8T-4192 (23) #2 D-6N Dozer	22.31
PS10016...	GILES_&_RA...	Foley, Inc.	Roller GP-CA #229-5446 (2) & Dowel #8...	411.48
PS10016...	GILES_&_RA...	Foley, Inc.	Seal-Lip Type #460-4832 & Cap #223-911...	559.16
PS10016...	GILES_&_RA...	Foley, Inc.	Dryer #257-3226 & Accumulator #274-59...	190.67
PS10016...	GILES_&_RA...	Foley, Inc.	Adapter Kit #9X-2207 & Cap AS-Fuel #34...	154.35
PS10016...	GILES_&_RA...	Foley, Inc.	Bolt #6V-0937, Washer #2S-5658 & Nut #...	161.00
PS10016...	GILES_&_RA...	Foley, Inc.	Seal-O-Ring #4J-0520/4J-5267/6V-8398/6...	154.40
PS10016...	GILES_&_RA...	Foley, Inc.	Pin #290-8226 & Bearing #2J-8489 - #2 D...	83.10
PS10016...	GILES_&_RA...	Foley, Inc.	Cap & Probe G. #177-9343 (50) Oil Sampl...	96.50
PS10016...	GILES_&_RA...	Foley, Inc.	Element-Filter #126-1813 (4) #2 D-6T Do...	265.52
	Total GILES_...	Foley, Inc.		19,077.60

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
2248505	GOLDEN EQ...	Golden Equipment Co.	14in.X34in. HD Hose & 14in.SS HD Hose...	774.65
2248515	GOLDEN EQ...	Golden Equipment Co.	Misc. Equipment Parts - Tymco DST-4 Sw...	<u>3,292.14</u>
	Total GOLDE...	Golden Equipment Co.		4,066.79
1010397	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 4/4-9/22 (695,141 gals.)	44,599.28
1010398	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 4/11-15/22 (882,129 gals.)	51,496.67
1010388	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 3/7-11/22 (540,496 gals.)	31,216.19
1010402	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 4/18-22/22 (1,055,292 g...	64,226.48
1010405	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 4/25-30/22 (1,079,044 g...	66,467.08
1010410	GRANNETIN...	Grannetino Trucking Co.	Leachate Hauling 5/2-6/22 (844,064 gals.)	<u>50,882.62</u>
	Total GRANN...	Grannetino Trucking Co.		308,888.32
40115109	Hangley Aron...	Hangley Aronchick Segal Pudlin	April 1-15, 2022 Solicitor	9,787.26
40115108	Hangley Aron...	Hangley Aronchick Segal Pudlin	April, 2022 Meetings	1,000.00
40115110	Hangley Aron...	Hangley Aronchick Segal Pudlin	April 1-15, 2022 Solicitor (Evergreen)	<u>885.00</u>
	Total Hangley ...	Hangley Aronchick Segal Pudlin		11,672.26
E22007	Hoffman Equip.	Hoffman Equipment	Stop Solenoid #11033954 - Volvo L150 Lo..	449.64
E21824	Hoffman Equip.	Hoffman Equipment	Starter Relay#11711577&Screw Kit#2053...	<u>251.41</u>
	Total Hoffman...	Hoffman Equipment		701.05
2205-04...	HOLLENBAC...	Hollenbach Home Center	Misc. Site Supplies	<u>149.35</u>
	Total HOLLB...	Hollenbach Home Center		149.35
3524350	HOME DEPOT	Home Depot	Misc. Site Supplies - Ptl.#1/3	76.64
9527935	HOME DEPOT	Home Depot	HDX Cleaning Vinegar(64oz.)&Orbit Con...	<u>14.36</u>
	Total HOME ...	Home Depot		91.00
72253536	Interstate Batt	Interstate Battery System of R	Battery 31P-MHD - Air Compressor	<u>120.95</u>
	Total Interstate...	Interstate Battery System of R		120.95
PHI0522...	JANI-KING	Jani-King of Phila., Inc.	5/22 Cleaning Service (RT)	<u>369.69</u>
	Total JANI-KI...	Jani-King of Phila., Inc.		369.69
173735	JOHN_J_MC...	John J. McIntyre Sons, Inc.	4/27/22 Perform Qtrly. Scale Calibration-P...	<u>811.25</u>
	Total JOHN_J...	John J. McIntyre Sons, Inc.		811.25
31	Kathryn Sando...	Kathryn Sandone LLC	April, 2022 Consult, Website Updates & P...	<u>2,062.50</u>
	Total Kathryn ...	Kathryn Sandone LLC		2,062.50
2200741	KEYSTONE ...	Keystone Engineering Group,Inc	Submit DRBC Renewal Application	<u>1,697.50</u>
	Total KEYST...	Keystone Engineering Group,Inc		1,697.50
14281	Land Air Water	Land Air Water Legal Solutions	DCSWA EHB Appeal 4/1-30/22	3,696.00
14282	Land Air Water	Land Air Water Legal Solutions	Prof. Services 4/11 & 4/20/22	<u>427.50</u>
	Total Land Air...	Land Air Water Legal Solutions		4,123.50
CICH34...	LBE_SUPPLY...	Lee Supply Co., Inc.	Freight on 4 & 6in. HDPE Pipe/Elbows/Te...	<u>1,000.00</u>
	Total LBE_SU...	Lee Supply Co., Inc.		1,000.00

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
042822C	LEITZELL & ...	Leitzell & Economidis, PC	Accounting Services (2/9/22-4/28/22)	10,200.00
	Total LEITZE...	Leitzell & Economidis, PC		10,200.00
14520	M & A Excava...	M & A Excavating LLC	4/27/22 Leachate Line Cleaning	2,090.00
	Total M & A E...	M & A Excavating LLC		2,090.00
115.7-22B	MARTIN_&_...	Martin & Martin, Inc.	Consulting Services 2/27-3/26/22 EHB As...	934.50
115-22B	MARTIN_&_...	Martin & Martin, Inc.	Consulting Services 2/27-3/26/22 2021 An...	519.50
	Total MARTI...	Martin & Martin, Inc.		1,454.00
225789	MARTIN_ST...	Martin Stone Quarries, Inc.	Berm Soil(2268.89),Cover Soil(44.64)&In...	58,437.12
225978	MARTIN_ST...	Martin Stone Quarries, Inc.	Berm Soil(65.43),Infield Mix(3934.55)&P...	99,569.15
226219	MARTIN_ST...	Martin Stone Quarries, Inc.	Infield Mix(3307.21 tons)&Protective Cov...	104,596.21
226428	MARTIN_ST...	Martin Stone Quarries, Inc.	Infield Mix(2114.75 tons)&Protective Cov...	91,072.09
	Total MARTI...	Martin Stone Quarries, Inc.		353,674.57
S-2200345	McGovern Inc.	Wm. P. McGovern, Inc.	Pump Out Disposal Tank (4383 gals.) Pit.#1	428.00
S-2200346	McGovern Inc.	Wm. P. McGovern, Inc.	Pump Out Disposal Tanks (7573 gals.) Pit...	1,011.15
	Total McGover..	Wm. P. McGovern, Inc.		1,439.15
050522D	McNichol, D.	Dorothy McNichol	Expenses Reimbursement-April/May, 2022	419.35
	Total McNich...	Dorothy McNichol		419.35
042222	MET-ED	Met-Ed	Acct. #200 000 051 835	3,540.16
042222A	MET-ED	Met-Ed	Acct. #100 113 896 912	59.05
042222B	MET-ED	Met-Ed	Acct. #100 046 342 471	24.04
042222C	MET-ED	Met-Ed	Acct. #100 014 830 556	761.96
	Total MET-ED	Met-Ed		4,385.21
041922C	MICHAEL_F...	Michael F. X. Gillin & Associa	Transfer of Files - M. Gillin	440.00
	Total MICHA...	Michael F. X. Gillin & Associa		440.00
183806-4	Moyer Indoor/...	Moyer Indoor/Outdoor	4/22 Pest Control Service - Pit.#1	297.75
181284-5	Moyer Indoor/...	Moyer Indoor/Outdoor	5/22 Pest Control Service - LP	275.71
187243-4	Moyer Indoor/...	Moyer Indoor/Outdoor	4/22 Pest Control Service - Pit.#3	297.75
	Total Moyer In...	Moyer Indoor/Outdoor		871.21
116515	MXI Environ...	MXI Environmental Services LLC	4/23/22 Household Hazardous Waste Colle..	34,993.00
	Total MXI Env...	MXI Environmental Services LLC		34,993.00
May22	NORTH_AM...	North American Benefits Co.	Life/AD&D, Long Term-April, 2022	1,419.58
	Total NORTH...	North American Benefits Co.		1,419.58
7061	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Provide Driver & Helper-Recycling Trk.(4/...	2,150.00
7060	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Labor to Cleanoff Perimeter Fencing@LP(...	13,870.00
7059	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Lawn Service (4/18 & 4/25/22)	1,050.00
7078	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Exchanged Staples	66.78
7076	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Labor & Equipment to Deploy Straw Blan...	1,960.00
7077	Ott's Lawn Serv	Ott's Lawn Service & Landscapi	Lawn Service & Extra Outside Scalehouse ...	475.00
	Total Ott's La...	Ott's Lawn Service & Landscapi		19,571.78

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
041322	PECO	PECO Energy	Acct. #33830-37020	94.11
042222F	PECO	PECO Energy	Acct. #61970-00204	<u>1,031.23</u>
	Total PECO	PECO Energy		1,125.34
B4051853	PenTeleData	PenTeleData	Etherpoint Cable Acct. #3180806 (4/24-5/...	<u>914.90</u>
	Total PenTele...	PenTeleData		914.90
50878608	PetroChoice	PetroChoice LLC	DEF (180 gals.) & 15W40 Diesel Engine ...	2,501.75
50864472	PetroChoice	PetroChoice LLC	Diesel Exhaust Fluid (DEF) 270 gals.	<u>745.20</u>
	Total PetroCh...	PetroChoice LLC		3,246.95
050522C	PETTY_CAS...	Wendy L. Marburger	Petty Cash Reimbursement-DCSWA	<u>304.73</u>
	Total PETTY_...	Wendy L. Marburger		304.73
050522B	PETTY_CAS...	Michele V. Campellone	Petty Cash Reimbursement-RT	<u>148.76</u>
	Total PETTY_...	Michele V. Campellone		148.76
R07732	Plasterer Equip	Plasterer Equipment Co., Inc.	JD 310E Articulated Trk. Rental (4/25-5/2...	9,000.00
P29175	Plasterer Equip	Plasterer Equipment Co., Inc.	Hyd.(3)/Air(2)/Oil(2)/Element(6)/Breather...	<u>2,559.56</u>
	Total Plasterer ...	Plasterer Equipment Co., Inc.		11,559.56
005	Practical Waste	Practical Waste Solutions, LLC	CEO Consulting Services (4/1-30/22) J. W...	<u>25,673.76</u>
	Total Practical...	Practical Waste Solutions, LLC		25,673.76
47204	QUIGLEY_C...	Quigley Chevrolet	4/11-13/22 T/S Transmission Pan Damage...	406.32
47504	QUIGLEY_C...	Quigley Chevrolet	4/25-5/6/22 Disassemble Trans.&Replac...	<u>3,307.64</u>
	Total QUIGLE...	Quigley Chevrolet		3,713.96
834	R GOTWALS	R GOTWALS	Tirewash (22), Septic (5) & Pumping (6.5 ...	<u>6,450.00</u>
	Total R GOT...	R GOTWALS		6,450.00
22D060L...	Ready Refresh	ReadyRefresh by Nestle	Acct. #0601249204-Cooler Rental - Plt.#3	4.50
02D6700...	Ready Refresh	ReadyRefresh by Nestle	Acct. #6700392263-Spring Water & Coole...	<u>10.31</u>
	Total Ready R...	ReadyRefresh by Nestle		14.81
138627	SEPTA	SEPTA	2022 8in. Gas Main Rent Fee #CCA001P...	<u>375.00</u>
	Total SEPTA	SEPTA		375.00
0503226...	SNAP-ON_T...	Michael R. Yeager	Solus Edge Scanner Software Subscription...	<u>132.32</u>
	Total SNAP-O...	Michael R. Yeager		132.32
P2000727	SUBURBAN_...	Suburban Testing Labs	Outfall 006, Weekly Outfall 007/T-002 & ...	<u>2,495.00</u>
	Total SUBUR...	Suburban Testing Labs		2,495.00
050322A	SUSAN__COR...	Susan M. Cordes	3/25-4/29/22 Recycling Consultant (80.5 h...	<u>4,025.00</u>
	Total SUSAN...	Susan M. Cordes		4,025.00
54530347	Tally Petroleum	Talley Petroleum Enterprises	Off Road Diesel Fuel (2671.4 gals.)	16,163.30
54499885	Tally Petroleum	Talley Petroleum Enterprises	Off Road Diesel Fuel (2104.4 gals.)	9,564.92

Delaware County Solid Waste Authority
Invoices Selected for Payment

Invoice Number	Vendor ID	Vendor Name	Invoice Description	Invoice Amount
54501495	Tally Petroleum	Talley Petroleum Enterprises	Biodiesel 2% Clear Fuel (257 gals.)	1,289.47
54503394	Tally Petroleum	Talley Petroleum Enterprises	Off Road Diesel Fuel (1034.1 gals.)	5,112.28
54508890	Tally Petroleum	Talley Petroleum Enterprises	Off Road Diesel Fuel (577.3 gals.)	2,879.00
54514226	Tally Petroleum	Talley Petroleum Enterprises	Off Road Diesel Fuel (800.4 gals.)	3,967.98
54519583	Tally Petroleum	Talley Petroleum Enterprises	Off Road Diesel Fuel (1683.1 gals.)	8,768.61
54539268	Tally Petroleum	Talley Petroleum Enterprises	Off Road Diesel Fuel (2159.2 gals.)	<u>12,827.16</u>
	Total Tally Pet...	Talley Petroleum Enterprises		60,572.72
71756461	Tifco Industrie	Tifco Industries	Misc. Shop Supplies	<u>842.74</u>
	Total Tifco Ind...	Tifco Industries		842.74
36546	Trans Associate	Trans Associates Engineering C	Consulting Services 2/1-28/22 HHB Assist...	1,402.50
36603	Trans Associate	Trans Associates Engineering C	Consulting Services 3/1-3/30/22 HHB Assi...	<u>85.00</u>
	Total Trans As...	Trans Associates Engineering C		1,487.50
041922E	VERIZON	VERIZON-NY	Acct. #354-858-141-0001-91	<u>79.99</u>
	Total VERIZON	VERIZON-NY		79.99
040322	VERIZON - T	Verizon Telephone	Mthly. Telephone 544-7924	215.32
040622	VERIZON - T	Verizon Telephone	Mthly. Telephone 494-6745	<u>255.94</u>
	Total VERIZO...	Verizon Telephone		471.26
042622	VISA	VISA	Republic Statement(3/27-4/27/22)Offc.-RT..	1,049.37
042622	VISA	VISA	Republic Statement(3/27-4/27/22)Offc.-RT..	<u>1,270.33</u>
	Total VISA	VISA		2,319.70
Apr2022	WASTE_MA...	Waste Management	April, 2022 Contract Hauling-Plt.#1	425,395.94
Apr2022...	WASTE_MA...	Waste Management	April, 2022 Fairless Hills Landfill-Plt.#1	87,114.11
Apr22	WASTE_MA...	Waste Management	April, 2022 Contract Hauling-Plt.#3	136,395.90
Apr22FH	WASTE_MA...	Waste Management	April, 2022 Fairless Hills Landfill-Plt.#3	<u>1,680.61</u>
	Total WASTE...	Waste Management		650,586.56
041922D	Windstream	Windstream Conestoga, Inc.	Mthly. Telephone 689-6080	<u>840.49</u>
	Total Windstre...	Windstream Conestoga, Inc.		840.49
7141536	Winzer	Winzer	Misc. Shop Supplies	962.08
7145320	Winzer	Winzer	Tire Iron 14-T45HD #993_D3801691	<u>178.37</u>
	Total Winzer	Winzer		1,140.45
1083	Wireback Con...	Wireback Consulting LLC	4/1-4/30/22 HR Consulting Services	<u>1,461.03</u>
	Total Wirebac...	Wireback Consulting LLC		1,461.03
Report Total				<u><u>2,592,838.06</u></u>

Delaware County Solid Waste Authority
Check/Voucher Register
From 5/11/2022 Through 5/11/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
58489	5/11/2022	A Royal Flush Environmental	247.32
	5/11/2022	A Royal Flush Environmental	<u>123.66</u>
Total 58489	5/11/2022		370.98
58490	5/11/2022	A. N. Lynch Co., Inc.	<u>4,567.00</u>
Total 58490	5/11/2022		4,567.00
58491	5/11/2022	Airgas USA, LLC	492.22
	5/11/2022	Airgas USA, LLC	421.35
	5/11/2022	Airgas USA, LLC	<u>80.95</u>
Total 58491	5/11/2022		994.52
58492	5/11/2022	AQUA Pennsylvania	104.92
	5/11/2022	AQUA Pennsylvania	<u>140.87</u>
Total 58492	5/11/2022		245.79
58493	5/11/2022	Arthur J. Gallagher Risk Manag	602.00
	5/11/2022	Arthur J. Gallagher Risk Manag	<u>2,948.00</u>
Total 58493	5/11/2022		3,550.00
58494	5/11/2022	Associated Truck Parts	<u>35.08</u>
Total 58494	5/11/2022		35.08
58495	5/11/2022	AT & T Mobility	<u>294.87</u>
Total 58495	5/11/2022		294.87
58496	5/11/2022	Atlantic Nuclear Corp.	<u>1,300.00</u>
Total 58496	5/11/2022		1,300.00
58497	5/11/2022	Atlas Copco Compressors LLC	<u>1,035.83</u>
Total 58497	5/11/2022		1,035.83
58498	5/11/2022	Blazosky Associates, Inc.	332.50
	5/11/2022	Blazosky Associates, Inc.	1,308.45
	5/11/2022	Blazosky Associates, Inc.	492.50
	5/11/2022	Blazosky Associates, Inc.	20,459.84
	5/11/2022	Blazosky Associates, Inc.	268.00
	5/11/2022	Blazosky Associates, Inc.	1,366.54
	5/11/2022	Blazosky Associates, Inc.	<u>12,529.60</u>
Total 58498	5/11/2022		36,757.43
58499	5/11/2022	Borough of Pottstown	<u>51,917.32</u>
Total 58499	5/11/2022		51,917.32
58500	5/11/2022	Barbacane Thornton & Co.	<u>5,965.00</u>
Total 58500	5/11/2022		5,965.00
58501	5/11/2022	Campbell Durrant, P.C.	16,805.05
	5/11/2022	Campbell Durrant, P.C.	<u>3,215.50</u>

Delaware County Solid Waste Authority
Check/Voucher Register
From 5/11/2022 Through 5/11/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
Total 58501	5/11/2022		20,020.55
58502	5/11/2022	Chester Water Authority	<u>689.05</u>
Total 58502	5/11/2022		689.05
58503	5/11/2022	Commonwealth of Pennsylvania	<u>3,000.00</u>
Total 58503	5/11/2022		3,000.00
58504	5/11/2022	Com. of PA-Depart.Agriculture	<u>60.00</u>
Total 58504	5/11/2022		60.00
58505	5/11/2022	Com. of PA - DBP	<u>2,800.00</u>
Total 58505	5/11/2022		2,800.00
58506	5/11/2022	Commonwealth of PA - DEP	<u>1,400.00</u>
Total 58506	5/11/2022		1,400.00
58507	5/11/2022	Comcast Cable	<u>458.44</u>
Total 58507	5/11/2022		458.44
58508	5/11/2022	Computer Center of North Ameri	320.00
	5/11/2022	Computer Center of North Ameri	<u>534.72</u>
Total 58508	5/11/2022		854.72
58509	5/11/2022	Cotterino Supply & Equip. Co.	2,973.24
	5/11/2022	Cotterino Supply & Equip. Co.	<u>1,384.72</u>
Total 58509	5/11/2022		4,357.96
58510	5/11/2022	Covanta Delaware Valley	797,532.07
	5/11/2022	Covanta Delaware Valley	4,645.30
	5/11/2022	Covanta Delaware Valley	<u>12,549.68</u>
Total 58510	5/11/2022		814,727.05
58511	5/11/2022	Crawford Advocacy PLLC	<u>11,602.50</u>
Total 58511	5/11/2022		11,602.50
58512	5/11/2022	Crystal Springs	<u>348.48</u>
Total 58512	5/11/2022		348.48
58513	5/11/2022	Delaware Valley Contractors, I	<u>30,679.51</u>
Total 58513	5/11/2022		30,679.51
58514	5/11/2022	Delaware Co. Solid Waste Auth.	3,463.93
	5/11/2022	Delaware Co. Solid Waste Auth.	<u>3,515.88</u>
Total 58514	5/11/2022		6,979.81
58515	5/11/2022	Excelsior Blower Systems, Inc.	<u>450.00</u>

Delaware County Solid Waste Authority
Check/Voucher Register
From 5/11/2022 Through 5/11/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
Total 58515	5/11/2022		450.00
58516	5/11/2022	Federal Communications Commiss	<u>113.02</u>
Total 58516	5/11/2022		113.02
58517	5/11/2022	Federal Express Corporation	19.73
	5/11/2022	Federal Express Corporation	42.88
	5/11/2022	Federal Express Corporation	53.63
	5/11/2022	Federal Express Corporation	<u>46.58</u>
Total 58517	5/11/2022		162.82
58518	5/11/2022	Fraser Advanced Info. System	9,099.99
	5/11/2022	Fraser Advanced Info. System	419.64
	5/11/2022	Fraser Advanced Info. System	154.00
	5/11/2022	Fraser Advanced Info. System	<u>142.00</u>
Total 58518	5/11/2022		9,815.63
58519	5/11/2022	GasTec Enterprises	1,536.75
	5/11/2022	GasTec Enterprises	<u>1,023.48</u>
Total 58519	5/11/2022		2,560.23
58520	5/11/2022	Geotechnics	<u>4,029.70</u>
Total 58520	5/11/2022		4,029.70
58521	5/11/2022	Gershman,Brickner&Bratton, Inc	<u>4,097.50</u>
Total 58521	5/11/2022		4,097.50
58522	5/11/2022	Gilbertsville Auto Supply	207.45
	5/11/2022	Gilbertsville Auto Supply	116.24
	5/11/2022	Gilbertsville Auto Supply	236.20
	5/11/2022	Gilbertsville Auto Supply	213.94
	5/11/2022	Gilbertsville Auto Supply	<u>51.30</u>
Total 58522	5/11/2022		825.13
58524	5/11/2022	Foley, Inc.	161.00
	5/11/2022	Foley, Inc.	373.28
	5/11/2022	Foley, Inc.	559.16
	5/11/2022	Foley, Inc.	3,932.76
	5/11/2022	Foley, Inc.	237.87
	5/11/2022	Foley, Inc.	19.92
	5/11/2022	Foley, Inc.	22.31
	5/11/2022	Foley, Inc.	411.48
	5/11/2022	Foley, Inc.	5,394.26
	5/11/2022	Foley, Inc.	154.40
	5/11/2022	Foley, Inc.	83.10
	5/11/2022	Foley, Inc.	2,168.10
	5/11/2022	Foley, Inc.	96.50
	5/11/2022	Foley, Inc.	4,852.92
	5/11/2022	Foley, Inc.	265.52
	5/11/2022	Foley, Inc.	190.67
	5/11/2022	Foley, Inc.	<u>154.35</u>
Total 58524	5/11/2022		19,077.60

Delaware County Solid Waste Authority
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From 5/11/2022 Through 5/11/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
58525	5/11/2022	Golden Equipment Co.	774.65
	5/11/2022	Golden Equipment Co.	<u>3,292.14</u>
Total 58525	5/11/2022		4,066.79
58526	5/11/2022	Grannetino Trucking Co.	31,216.19
	5/11/2022	Grannetino Trucking Co.	44,599.28
	5/11/2022	Grannetino Trucking Co.	51,496.67
	5/11/2022	Grannetino Trucking Co.	64,226.48
	5/11/2022	Grannetino Trucking Co.	66,467.08
	5/11/2022	Grannetino Trucking Co.	<u>50,882.62</u>
Total 58526	5/11/2022		308,888.32
58527	5/11/2022	Hangley Aronchick Segal Pudlin	1,000.00
	5/11/2022	Hangley Aronchick Segal Pudlin	9,787.26
	5/11/2022	Hangley Aronchick Segal Pudlin	<u>885.00</u>
Total 58527	5/11/2022		11,672.26
58528	5/11/2022	Hoffman Equipment	251.41
	5/11/2022	Hoffman Equipment	<u>449.64</u>
Total 58528	5/11/2022		701.05
58529	5/11/2022	Hollenbach Home Center	<u>149.35</u>
Total 58529	5/11/2022		149.35
58530	5/11/2022	Home Depot	76.64
	5/11/2022	Home Depot	<u>14.36</u>
Total 58530	5/11/2022		91.00
58531	5/11/2022	Interstate Battery System of R	<u>120.95</u>
Total 58531	5/11/2022		120.95
58532	5/11/2022	Jani-King of Phila., Inc.	<u>369.69</u>
Total 58532	5/11/2022		369.69
58533	5/11/2022	John J. McIntyre Sons, Inc.	<u>811.25</u>
Total 58533	5/11/2022		811.25
58534	5/11/2022	Kathryn Sandone LLC	<u>2,062.50</u>
Total 58534	5/11/2022		2,062.50
58535	5/11/2022	Keystone Engineering Group, Inc	<u>1,697.50</u>
Total 58535	5/11/2022		1,697.50
58536	5/11/2022	Land Air Water Legal Solutions	3,696.00
	5/11/2022	Land Air Water Legal Solutions	<u>427.50</u>
Total 58536	5/11/2022		4,123.50
58537	5/11/2022	Lee Supply Co., Inc.	<u>1,000.00</u>

Delaware County Solid Waste Authority
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From 5/11/2022 Through 5/11/2022

Check Number	Check Date	Vendor Name	Check Amount
Total 58537	5/11/2022		1,000.00
58538	5/11/2022	Leitzell & Economidis, PC	<u>10,200.00</u>
Total 58538	5/11/2022		10,200.00
58539	5/11/2022	M & A Excavating LLC	<u>2,090.00</u>
Total 58539	5/11/2022		2,090.00
58540	5/11/2022	Martin & Martin, Inc.	519.50
	5/11/2022	Martin & Martin, Inc.	<u>934.50</u>
Total 58540	5/11/2022		1,454.00
58541	5/11/2022	Martin Stone Quarries, Inc.	58,437.12
	5/11/2022	Martin Stone Quarries, Inc.	99,569.15
	5/11/2022	Martin Stone Quarries, Inc.	104,596.21
	5/11/2022	Martin Stone Quarries, Inc.	<u>91,072.09</u>
Total 58541	5/11/2022		353,674.57
58542	5/11/2022	Wm. P. McGovern, Inc.	428.00
	5/11/2022	Wm. P. McGovern, Inc.	<u>1,011.15</u>
Total 58542	5/11/2022		1,439.15
58543	5/11/2022	Dorothy McNichol	<u>419.35</u>
Total 58543	5/11/2022		419.35
58544	5/11/2022	Met-Ed	3,540.16
	5/11/2022	Met-Ed	59.05
	5/11/2022	Met-Ed	24.04
	5/11/2022	Met-Ed	<u>761.96</u>
Total 58544	5/11/2022		4,385.21
58545	5/11/2022	Michael F. X. Gillin & Associa	<u>440.00</u>
Total 58545	5/11/2022		440.00
58546	5/11/2022	Moyer Indoor/Outdoor	275.71
	5/11/2022	Moyer Indoor/Outdoor	297.75
	5/11/2022	Moyer Indoor/Outdoor	<u>297.75</u>
Total 58546	5/11/2022		871.21
58547	5/11/2022	MXI Environmental Services LLC	<u>34,993.00</u>
Total 58547	5/11/2022		34,993.00
58548	5/11/2022	North American Benefits Co.	<u>1,419.58</u>
Total 58548	5/11/2022		1,419.58
58549	5/11/2022	Ott's Lawn Service & Landscapi	1,050.00
	5/11/2022	Ott's Lawn Service & Landscapi	13,870.00
	5/11/2022	Ott's Lawn Service & Landscapi	2,150.00
	5/11/2022	Ott's Lawn Service & Landscapi	1,960.00
	5/11/2022	Ott's Lawn Service & Landscapi	<u>475.00</u>

Delaware County Solid Waste Authority
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<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
	5/11/2022	Ott's Lawn Service & Landscapi	<u>66.78</u>
Total 58549	5/11/2022		19,571.78
58550	5/11/2022	PECO Energy	94.11
	5/11/2022	PECO Energy	<u>1,031.23</u>
Total 58550	5/11/2022		1,125.34
58551	5/11/2022	PenTeleData	<u>914.90</u>
Total 58551	5/11/2022		914.90
58552	5/11/2022	PetroChoice LLC	745.20
	5/11/2022	PetroChoice LLC	<u>2,501.75</u>
Total 58552	5/11/2022		3,246.95
58553	5/11/2022	Wendy L. Marburger	<u>304.73</u>
Total 58553	5/11/2022		304.73
58554	5/11/2022	Michele V. Campellone	<u>148.76</u>
Total 58554	5/11/2022		148.76
58555	5/11/2022	Plasterer Equipment Co., Inc.	2,559.56
	5/11/2022	Plasterer Equipment Co., Inc.	<u>9,000.00</u>
Total 58555	5/11/2022		11,559.56
58556	5/11/2022	Practical Waste Solutions, LLC	<u>25,673.76</u>
Total 58556	5/11/2022		25,673.76
58557	5/11/2022	Quigley Chevrolet	406.32
	5/11/2022	Quigley Chevrolet	<u>3,307.64</u>
Total 58557	5/11/2022		3,713.96
58558	5/11/2022	R. GOTWALS	<u>6,450.00</u>
Total 58558	5/11/2022		6,450.00
58559	5/11/2022	ReadyRefresh by Nestle	10.31
	5/11/2022	ReadyRefresh by Nestle	<u>4.50</u>
Total 58559	5/11/2022		14.81
58560	5/11/2022	SEPTA	<u>375.00</u>
Total 58560	5/11/2022		375.00
58561	5/11/2022	Michael R. Yeager	<u>132.32</u>
Total 58561	5/11/2022		132.32
58562	5/11/2022	Suburban Testing Labs	<u>2,495.00</u>
Total 58562	5/11/2022		2,495.00

Delaware County Solid Waste Authority
Check/Voucher Register
From 5/11/2022 Through 5/11/2022

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
58563	5/11/2022	Susan M. Cordes	<u>4,025.00</u>
Total 58563	5/11/2022		4,025.00
58564	5/11/2022	Talley Petroleum Enterprises	9,564.92
	5/11/2022	Talley Petroleum Enterprises	1,289.47
	5/11/2022	Talley Petroleum Enterprises	5,112.28
	5/11/2022	Talley Petroleum Enterprises	2,879.00
	5/11/2022	Talley Petroleum Enterprises	3,967.98
	5/11/2022	Talley Petroleum Enterprises	8,768.61
	5/11/2022	Talley Petroleum Enterprises	16,163.30
	5/11/2022	Talley Petroleum Enterprises	<u>12,827.16</u>
Total 58564	5/11/2022		60,572.72
58565	5/11/2022	Tifco Industries	<u>842.74</u>
Total 58565	5/11/2022		842.74
58566	5/11/2022	Trans Associates Engineering C	1,402.50
	5/11/2022	Trans Associates Engineering C	<u>85.00</u>
Total 58566	5/11/2022		1,487.50
58567	5/11/2022	VERIZON-NY	<u>79.99</u>
Total 58567	5/11/2022		79.99
58568	5/11/2022	Verizon Telephone	215.32
	5/11/2022	Verizon Telephone	<u>255.94</u>
Total 58568	5/11/2022		471.26
58569	5/11/2022	VISA	<u>2,319.70</u>
Total 58569	5/11/2022		2,319.70
58570	5/11/2022	Waste Management	425,395.94
	5/11/2022	Waste Management	87,114.11
	5/11/2022	Waste Management	136,395.90
	5/11/2022	Waste Management	<u>1,680.61</u>
Total 58570	5/11/2022		650,586.56
58571	5/11/2022	Windstream Conestoga, Inc.	<u>840.49</u>
Total 58571	5/11/2022		840.49
58572	5/11/2022	Winzer	962.08
	5/11/2022	Winzer	<u>178.37</u>
Total 58572	5/11/2022		1,140.45
58573	5/11/2022	Wireback Consulting LLC	<u>1,461.03</u>
Total 58573	5/11/2022		1,461.03
Report Total			<u>2,592,838.06</u>

May 2, 2022

James D. Warner, Interim Chief Executive Officer
Delaware County Solid Waste Authority
Rose Tree Park - Hunt Club
1521 N. Providence Road
Media, PA 19063

**Re: Municipal Advisory Engagement of Public Resources Advisory Group by the
Delaware County Solid Waste Authority**

Dear Mr. Warner:

The purpose of this letter is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and Delaware County Solid Waste Authority (the "Authority") for PRAG providing municipal advisory services to the Authority. PRAG is a national financial advisor, and is both a registered Municipal Advisor, registered with the Municipal Securities Rule Making Board and the Securities and Exchange Commission, and a state registered Investment Adviser under the Investment Adviser's Act of 1940. As municipal advisor, PRAG maintains a standard of fiduciary duty and fair dealing with all of our clients, including the Authority.

PRAG is performing its services as an independent contractor in accordance with the terms of this engagement letter, its own methods, applicable laws and regulations and the highest industry standards. The confidentiality of information supplied to or produced by PRAG for the Authority will be guaranteed by PRAG and may only be released to others who are directly working on providing work or services for the Authority. PRAG will undertake and assure that such others will likewise hold all information, documents or the like in strict confidence. We are honored to be engaged by the Authority as municipal advisor and are pleased to begin our working relationship with you. This letter is to confirm the terms and scope of our municipal advisory relationship and PRAG's fee arrangement with the Authority.

Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Authority (the "Effective Date").

1. Scope of Services. The services to be provided with respect to PRAG's engagement with the Authority is as set forth in Exhibit A (the "Scope of Services"). All services provided will be limited to the services that are directly requested by Authority. The Scope of Services is subject to such limitations that are described in Exhibit A.

2. Compensation. The form and basis of compensation for PRAG's services as municipal advisor are as provided in Exhibit B.

3. Personnel. Thomas Huestis, Senior Managing Director will be Project Supervisor for the Authority. The day-to-day contact and Project Manager will be Jessica Donnelly, Senior Managing Director. Christine Fay and Monika Connelly, both Senior Managing Directors, will be available to provide additional senior professional support. Ryan Killen, Assistant Vice President and Lauren Weir, Associate, will provide project support for the Authority, as needed. To the extent necessary or appropriate, other professionals employed at PRAG may work on this engagement. At the request and approval of the Authority, PRAG may enter into subcontracting arrangement(s) to complete specific tasks included in Appendix B. Any agent providing subcontracting work on this engagement will be bound to the terms and conditions of the



Agreement. PRAG will endeavor to employ or assign, as the case maybe, professionals who are cost-effective in performing the work required by the Authority for this engagement.

4. Term. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Otherwise, this Agreement shall be effective on the Effective Date and continue for a period of three years unless terminated or extended by the mutual written agreement of both parties. Upon receipt of a written termination notice from the Authority, PRAG shall immediately cease work on any and all matters, unless otherwise directed in writing by Authority. PRAG agrees to the transmit to the Authority any and all material prepared, developed or obtained under the Agreement in PRAG's possession within thirty (30) days of receipt of written notice of termination. In the event of a termination, the Authority shall pay to PRAG all compensation earned in the performance of services rendered.

5. Registered Municipal Advisor Required Disclosures.

PRAG is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the Authority has designated PRAG as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon.

MSRB Rule G-42 requires that municipal advisors make written disclosures to the Authority of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PRAG's Disclosure Statement – See Exhibit C.

6. Insurance. PRAG's shall maintain adequate insurance coverage throughout its engagement with the Authority, including Professional Liability or Errors and Omission Insurance, which shall be \$2,000,000.

Please signify the Authority's acceptance of this arrangement by signing the enclosed copy and returning it to me. We appreciate your confidence in PRAG, and look forward to a successful engagement.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'TH' or similar initials, written over a light-colored background.

Thomas Huestis
Senior Managing Director

Intending to be legally bound, the undersigned accepts and agrees to the terms of this letter, this []th day of [May] 2022. The undersigned represents that this agreement has been approved according to all requirements applicable to, and is a valid, legally binding obligation of the Authority.

DELAWARE COUNTY SOLID WASTE AUTHORITY

By: _____



EXHIBIT A

Scope of Services

General Advisory Services

- Review of legal and legislative analysis related to financing alternatives;
- Review financial, debt and investment management policies and procedures;
- Develop new financial policies;
- Review and comment on the rate and planning model and rate setting methodology used for the calculation of the solid waste charges for accuracy and relevance
- Review and comment on the underlying assumptions which currently drive the rate and planning model
- Conduct debt capacity studies, debt affordability studies or long-term projections using rate and planning model and capital funding assumptions;
- Advise on rating agency matters and strategies including, if requested, the preparation of briefing materials, scheduling of meetings, synopsis of their likely concerns, and potential questions and answers
- Provide assistance related to rating agency surveillance,
- Provide analysis and advice regarding asset optimalization and asset -liability management,;
- Provide analysis and advice to related to Act 101 plan(s)
- Participate with research and analysis regarding other waste management systems.
- Draft reports and presentation as needed.
- Provide Legislative and public testimony, presentations and seminars;
- Identify and develop of new debt financing initiatives
- Maintain database of the Authority's debt;
- Participate in obtaining new or replacement credit facilities and participate in negotiations
- Provide municipal market updates and advise on general market conditions, economic considerations, and outlook for financings including, but not limited to market trends and investor preferences, and analysis of tax exempt versus taxable financings;
- Provide staff training on public finance and related matters;
- Provide other services as requested.

Debt Financing Services

- **Type of Sale:** Recommendation of competitive vs. negotiated sale;
- **Financing Team Members:** Assist the Authority with the selection of underwriter(s) and other professional services (which may include the development of requests for proposals and summarizing the proposal responses), as well as procure and negotiate terms of financial and printing services; as requested;
- **Financing Schedule:** Develop a financing schedule that includes all pertinent transaction milestones. Keep working group abreast of such milestones and update schedule as needed.
- **Working Group Calls:** Participate on all working group conference calls;
- **Debt Products:** Identify and evaluate appropriate debt products, ex) publicly offered debt vs. bank loans or direct placement;
- **Plan of Finance:** Assist in the development of the plan of finance. Review and comment on analyses prepared by the underwriters, and participate on internal conference calls to discuss the plan. Provide debt financing scenarios based on alternative project estimates. Prepare projections of debt coverage, debt ratios, debt capacity and other financial measures, negotiate interest rates and spreads on negotiated bond sales;



- **Security, Covenant and Additional Bonds Test Provisions:** Assist the Authority with developing a marketable credit and work with bond counsel on the legal structure, including without limitation structure of new and supplemental indentures and covenants affecting the Authority;
- **Bond Documents:** Review and comment on all drafts of the bond documents, including but not limited to the Preliminary and Final Official Statements and Trust Indenture. Review of legal, financial and other documents; Participate in the development of the disclosure documents;
- **Bond Insurance:** Negotiate and secure bond insurance and bank credit facilities as necessary;
- **Ratings Process:** Assist in the development of the rating strategy. Participate on internal conference calls to discuss general strategy, including the use of individual rating agencies. Assist in the preparation of the presentation materials and participate on rating calls or meetings.
- **Timing:** Provide advice regarding the optimal structure of bonds including, without limitation, the timing of offering, pricing and investing of bond proceeds.
- **Marketing:** Review and comment on drafts of the investor presentation and participate on calls to discuss the drafts. Participate in the recording of the investor presentation and investor calls, if scheduled. Provide advice on tax-exempt market conditions.
- **Bond Pricing:** Provide pricing results from other comparable transactions, as well as indicative spread levels. Participate on premarketing and pre-pricing calls with the underwriters. Review and approve preliminary pricing wires leading up to the negotiated pricing. Participate in the negotiated pricing, and advise Authority on the reasonableness of the proposed pricing. Review and approve the final pricing wire.
- **Final Numbers:** Review the accuracy of the final numbers. In addition, review the accuracy of the Bond Purchase Agreement.
- **Closing:** Review all closing documents including but not limited to the final OS and Trust Indenture. Participate in the pre-closing and closing activities.
- **Bond Proceeds:** Develop strategies for investment of bond proceeds and secure investments;
- **Continuing Disclosure:** Provide continuing disclosure services to the Authority if requested.

Limitations on Debt Financing Scope of Services. The Scope of Services is subject to the following limitations:

- (i) PRAG is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about PRAG provided by PRAG for inclusion in such documents.
- (ii) The Scope of Services does not include tax, legal, accounting, rate setting feasibility or engineering advice with respect to any bond issuance or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

Investment Advice and Bidding Services

- Review and help define, if necessary, overall investment objectives of the Authority's investment needs;
- Review cash flow and disbursement projections;
- Upon request, conduct competitive procurement to obtain investments at the lowest available cost;
- Coordinate information and the delivery of investment between the custodial bank and providers;
- Confirm with the dealer and provided to the custodian bank; and



EXHIBIT B

For General Advisory Services (consulting services such as capital planning, rating agency surveillance, credit facility negotiations, etc., services not directly related to the issuance of debt financing), PRAG proposes to be compensated based upon its standard hourly rates as seen below, billed monthly.

For services related Authority's bond issuances, PRAG's fee will be negotiated based on the expected time and complexity of the transaction, with a minimum fee of \$50,000 per transaction.

In addition to the fees for advisory services outlined above, PRAG bills its clients for reasonable out-of-pocket expenses incurred on a monthly basis. Expenses will be itemized by type of expense and the date the expense was incurred. Mileage will be charged at the current standard mileage rate as determined by the U.S. Internal Revenue Service and all other expenses would be at cost.

HOURLY RATES	
Personnel	Rate Per Hour
President, Executive Vice President	\$400
Senior Managing Director	\$375
Managing Director, Counselor, Senior Subcontractor	\$325
Vice President	\$300
Assistant Vice President	\$275
Associate/Analyst	\$250
Other, Junior Subcontractor	\$200



EXHIBIT C

MSRB Rule G-42 and G-10 Disclosure Statement

This statement is provided under Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 and G-10, in connection with our current engagement as municipal advisor under this engagement letter (the “Agreement”) executed by Public Resources Advisory Group, Inc. (“PRAG”) and Delaware County Solid Waste Authority (the “the Authority”). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of PRAG required to be disclosed pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42(b) and (c)(ii) and Rule G-10.

1. Municipal Advisor’s Regulatory Duties When Servicing the Authority. MSRB Rule G-42 requires that PRAG make a reasonable inquiry as to the facts that are relevant to the Authority’s determination whether to proceed with a course of action or that form the basis for the advice provided by PRAG to the Authority with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances. The rule also requires that PRAG undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. PRAG is also required under the rule to use reasonable diligence to know the essential facts about the Authority and the authority of each person acting on the Authority’s behalf.

Accordingly, PRAG will seek the Authority’s assistance and cooperation, and the assistance and cooperation of the Authority’s agents, with the carrying out of these regulatory duties, including providing to PRAG accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if the Authority provides direction to PRAG to review a recommendation made by a third party, PRAG requests that the Authority provide any information it has received from such third party relating to its recommendation.

2. Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, PRAG makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how PRAG addresses or intends to manage or mitigate each conflict.

(a) Compensation-Based Conflicts: A portion of the fees due under this Agreement are based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for PRAG to recommend alternatives that would result in more hours worked. Transaction fees due under this Agreement are contingent on the closing of a transaction. Consistent with certain regulatory authorities, PRAG hereby discloses that such contingent compensation presents a conflict of interest, because it may cause PRAG to recommend a transaction that is unnecessary.

(b) Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Authority. For example, PRAG serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Authority under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.



With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the Authority, which includes a duty of loyalty to the Authority in performing all municipal advisory activities for the Authority. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with the Authority and to act in the Authority's best interests without regard to PRAG's financial or other interests.

3. Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG sets out below required disclosures and related information in connection with such disclosures.

There are no legal or disciplinary events that are material to the Authority's evaluation of PRAG or the integrity of PRAG's management or advisory personnel disclosed, or that should be disclosed, on any Form MA and Form MA-I filed with the SEC. the Authority may electronically access PRAG's most recent Form MA and each most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

PRAG has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

4. Disclosures of Information Regarding PRAG's Client Brochure. Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- PRAG is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the MSRB website at www.msrb.org, the Authority may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

5. Future Supplemental Disclosures. As required by MSRB Rule G-42, this letter may be supplemented or amended, from time to time as necessary, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of PRAG. PRAG will provide the Authority with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**COMMONWEALTH OF PENNSYLVANIA
ENVIRONMENTAL HEARING BOARD**

ROBERT FRAVEL AND ALICIA MILLER,	:	
	:	
Appellants,	:	
v.	:	EHB Docket No. 2021-092-C
	:	
COMMONWEALTH OF PENNSYLVANIA,	:	
DEPARTMENT OF ENVIRONMENTAL	:	
PROTECTION,	:	
	:	
Appellee,	:	
	:	
DELAWARE COUNTY SOLID WASTE	:	
AUTHORITY,	:	
	:	
Permittee.	:	

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Robert Fravel and Alicia Miller (collectively “Appellants”) and the Delaware County Solid Waste Authority (“DCSWA”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Appellants have filed an appeal of the Pennsylvania Department of Environmental Protection’s (“PADEP”) August 5, 2021 issuance of a Major Permit Modification to DCSWA’s Solid Waste Permit No. 100345 concerning the Southern Area Landfill Expansion at the Rolling Hills Landfill, which appeal is docketed at EHB Docket No. 2021-092-C (the “Appeal”); and

WHEREAS, the Parties wish to resolve fully and finally the Appeal.

NOW, THEREFORE, with the intent to be legally bound hereby, and in consideration of the foregoing and of the mutual promises and covenants contained herein, Appellants and DCSWA hereby agree to the terms and conditions set forth below:

1. Settlement Terms. Subject to all of the terms and conditions herein, the Parties agree that within 30 days after the full execution of this Agreement by all Parties, DCSWA shall deliver to Michael D. Fiorentino, Esq., counsel for Appellants, at 42 East 2nd Street, Media, PA 19063: i) a check in the amount of \$20,000.00 payable to “Tulpehocken Creek TU Chapter” to be used solely for conservation and/or stream improvement program work in the Manatawny

Watershed; and ii) a check in the amount of \$10,000.00 payable to Robert Fravel, Alicia Miller, and Michael D. Fiorentino, Esq. for legal fees incurred and paid by Appellants in litigating the Appeal (collectively the "Settlement Amount"). In addition, DCSWA shall produce the following documents in pdf format via email to Michael D. Fiorentino, Esq. at mdfiorentino@gmail.com: i) monthly Discharge Monitoring Report for the Rolling Hills Landfill for the first 36 months following the full execution of this Agreement; and ii) Rolling Hills Landfill's annual Air Emissions Inventory Reports for 2022, 2023, and 2024 (collectively the "Settlement Documents").

2. Dismissal of the Appeal. Within five business days of receipt of the payment of the Settlement Amount, Appellants shall cause the Action to be terminated pursuant 25 Pa. Code § 1021.141(b)(1) via a formal notification to the Pennsylvania Environmental Hearing Board (the "Board") that the case has been settled and requesting that the Board mark the docket settled.

3. Release by Appellants. In consideration of the payment of the Settlement Amount and the agreement to provide the Settlement Documents, Appellants release, waive and forever discharge DCSWA from any and all claims, expenses, costs, obligations, losses, damages, liabilities, causes of action or suits of any kind whatsoever, whether known or unknown, foreseen or unforeseen, matured or not matured, accrued or not accrued, direct or indirect, in law or in equity, for or by reason of any matter, cause or thing whatsoever occurring at any time up to and including the date of this Settlement Agreement and General Release, including, without limitation, all claims arising out of or relating to the August 5, 2021 issuance of a Major Permit Modification to DCSWA's Solid Waste Permit No. 100345 for the Rolling Hills Landfill.

4. Pennsylvania Law Governs. This Agreement shall in all respects be construed, enforced, and governed under the laws of the Commonwealth of Pennsylvania without regard to conflicts of law rules.

5. Entire Agreement. This Agreement is an integrated agreement containing the entire understanding among the Parties regarding the matters addressed herein, and, except as set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by the Parties to this Agreement. This Agreement shall prevail over prior communications regarding the matters addressed herein.

6. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, executors, administrators, and assigns.

7. Modifications. To be effective, any modification of this Agreement must be in writing and must be executed by all Parties hereto.

8. Settlement Decision. Each of the Parties has made his, her, or its own independent decision with respect to entering into this Agreement. The Parties acknowledge that they have negotiated this Agreement at arms' length with the assistance of counsel and are

authorized to enter into this Agreement. The Parties understand that they may be waiving legal rights or claims by signing this Agreement and that each is voluntarily entering into this Agreement. All Parties are to be deemed the drafters of this Agreement. No provisions hereof shall be construed in favor of or against any party hereto based upon principles of *contra proferentum* or any other presumption as to inequality of bargaining power or otherwise.

9. Severability. The provisions of this Agreement are severable and if any provision is held to be unenforceable or invalid, it shall not affect the validity or enforceability of any other provision.

10. Enforcement. Nothing contained in this Agreement shall preclude the Parties from initiating legal action solely for the purpose of enforcing their rights under this Agreement.


11. Execution. This Agreement shall be executed in duplicate, with Appellants and DCSWA each retaining one original copy. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one agreement. This Agreement will only become effective following the execution of both duplicate originals.

12. No Admission: Recitals. The Parties further acknowledge and agree that the payment of the Settlement Amount and the agreement to provide the Settlement Documents does not constitute an admission by DCSWA or PADEP as to the validity of any of Appellants' legal objections raised in the Appeal, of any violation of any federal, state, or local statute or regulation, of any violation or non-compliance with permit terms or conditions of any liability under common law, or of any other wrongdoing, and that the payment of the Settlement Amount and production of the Settlement Documents are made in the compromise of a disputed claim, and are not to be construed as an admission of any liability, such liability having been expressly denied. Payment of the Settlement Amount and the agreement to provide the Settlement Documents are understood to be an amicable resolution of disputed claims.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have made and executed this Agreement as of the date(s) set forth below.

Delaware County Solid Waste Authority:

Dated: May 5, 2022

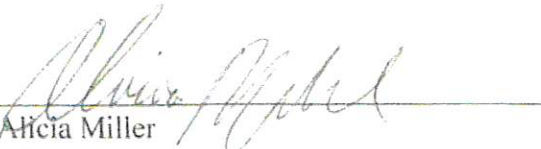
By: 
Title: Interim CEO

Dated: May 3, 2022

Appellants:

Robert Fravel

Dated: 05-3-2022


Alicia Miller

ISSUE PAPER

Issue: Evergreen Litigation Settlement

Background: In 2016, the Authority sued Evergreen Community Power, LLC (Evergreen) for unpaid disposal fees in the amount of \$104,555.20. Evergreen was a customer that delivered combustion ash to the Authority's Rolling Hills Landfill (RHL).

Discussion: The ash delivered by Evergreen consisted of very fine particles and began to cause issues at the landfill, including health issues among Authority personnel working at the landfill. The Authority notified Evergreen they had to perform some treatment to the ash such as adding moisture to help remedy the problem. While Evergreen added some water to the ash, their efforts did not mitigate the problem. As a result, the Authority notified Evergreen they would no longer accept the waste. Subsequently, Evergreen refused to pay their last two monthly invoices which totaled \$104,525.20. The issue had been in the courts for the past 5 years. Last week, a PA Superior Court ruled in favor of the Authority and Evergreen has been found liable for the \$104,525.20 in fees to the Authority. Subsequently, Evergreen has offered to pay the Authority the full amount of late tipping fees in the amount of \$104,555.

Recommendation:

It is recommended that the Board of Directors accept to settle the litigation with Evergreen Community Power, LLC by accepting their payment offer in the amount of \$104,525.20.

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

DELAWARE COUNTY SOLID WASTE AUTHORITY	:	IN THE SUPERIOR COURT OF PENNSYLVANIA
	:	
	:	
v.	:	
	:	
EVERGREEN COMMUNITY POWER, LLC	:	No. 967 EDA 2021
	:	
Appellant	:	

Appeal from the Judgment Entered July 1, 2021
In the Court of Common Pleas of Delaware County Civil Division at
No(s): CV-2016-007636

BEFORE: NICHOLS, J., SULLIVAN, J., and PELLEGRINI, J.*

MEMORANDUM BY PELLEGRINI, J.: **FILED APRIL 27, 2022**

Evergreen Community Power, LLC (Evergreen) appeals from the judgment¹ entered in the Court of Common Pleas of Delaware County (trial court). The court’s decision found in favor of Delaware County Solid Waste Authority (the Authority) in the amount of \$104,525,20 for Evergreen’s breach

* Retired Senior Judge assigned to the Superior Court.

¹ Evergreen filed its notice of appeal prior to filing a *praecipe* for entry of judgment on the verdict. An appeal properly lies from entry of judgment and not the denial of a post-trial motion. **See *Harvey v. Rouse Chamberlin, Ltd.***, 901 A.2d 523, 524 n.1 (Pa. Super. 2006). However, Evergreen’s premature notice of appeal does not affect our jurisdiction as a *praecipe* and judgment were filed on July 1, 2021. **See** Pa.R.A.P. 905(a)(5) (“A notice of appeal filed after the announcement of a determination but before the entry of an appealable order shall be treated as filed after such entry and on the day thereof.”). We have amended the caption accordingly.

of the parties' 2016 Ash Disposal Agreement (the Agreement) for non-payment of past due fees. The decision also found in favor of Evergreen and against the Authority on Evergreen's counterclaim for the Authority's breach of the Agreement for failing to mail notice of Prohibited Waste pursuant to the Agreement's specific terms, but found that Evergreen was unable to recover the alleged damages because of the Limitation of Liability section of the Agreement. We affirm.

We take the following factual background and procedural history from the trial court's July 8, 2021 opinion and our independent review of the record.

I.

A.

The Authority is a municipal corporation organized under Pennsylvania law that operates the Rolling Hills Landfill (the Landfill) in Earl Township, Pennsylvania. (**See** Agreement, 12/11/15, at 1). Evergreen is a limited liability company that removed solid waste ash from a residual waste and biofuel-to-energy facility in Reading, Pennsylvania. (**See id.**). On December 11, 2015, the parties entered into the Agreement.²

Pursuant to the Agreement's terms, Evergreen was to deliver a minimum of 10,000 tons of ash to the Landfill between January 1, 2016, and

² The parties had been entering and renewing these yearly agreements since 2011.

December 31, 2016, and pay the Authority \$28.75 per ton. (*See id.* at ¶¶ 1, 3(a)). The Authority billed Evergreen monthly, with payments to be made within thirty days. (*See id.* at ¶ 4).

The moisture content of the ash was not to exceed twenty-five percent and, if Evergreen delivered ash that the Authority “determine[d] to be Prohibited Waste,” Evergreen was responsible for “[a]ny cost of storage, removal, treatment or disposal” of it. “Prohibited Waste” included “any ... material that the [Authority] reasonably concludes would require special handling or present an endangerment to LANDFILL, the public health or safety, or the environment.” (*Id.* at ¶ 7); (*see id.* at ¶ 1(f)).

The Agreement also provided “Events of Default.” Paragraph 10 provided, in relevant part, that the Authority defaulted if it failed “for a period of fifteen (15) consecutive days to accept deliveries of waste at LANDFILL substantially in accordance with the terms and conditions of this Agreement.” (*Id.* at ¶ 10(a)(2)). If an Event of Default pursuant to Paragraph 10(a)(2) occurred, Evergreen had a right, “upon prior notice,” to the Authority to terminate or suspend its obligations under the Agreement and/or pursue all remedies available to it at law or in equity. (*Id.* at ¶ 10(b)).

Paragraph 11 provided, in pertinent part, that an “Event of Default” occurred if Evergreen (1) failed “to make payment of any overdue fee within ten (10) days following receipt of written notice;” or (2) upon the “[d]elivery by [Evergreen] ... of any Prohibited Waste pursuant to this Agreement to

LANDFILL on a repeated basis followed by the repeated failure of Evergreen to cure within a reasonable period following written notice from [the Authority] to [Evergreen] of delivery of such Prohibited Waste.” (*Id.* at ¶ 11(a)(1), (2)). If such “Event of Default” by Evergreen occurred, “upon prior notice,” the Authority was permitted to terminate the Agreement and/or pursue all remedies available at law or in equity. (*Id.* at ¶ 11(b)).

Pursuant to Paragraphs 12 and 25:

If either party [materially] breache[d] this Agreement and fail[ed] to cure such breach within 30 days, after receipt of written notice of such breach from the non-breaching party, except as provided for herein, this Agreement may be terminated by the non-breaching party in accordance with the provisions of Section 10 b) and 11 b) above.

* * *

A non-breaching party under this Agreement may terminate this Agreement by delivering written notice of termination to the breaching party upon any material breach or default of this Agreement by the breaching party that is not cured in the time frame set forth herein. The preceding specifically includes, but is not limited, the right of [Evergreen] to terminate for a failure by [the Authority] to accept the agreed to Ash quantities and/or failure by [Evergreen] to timely pay all Fees in accordance with this Agreement’s requirements. Upon termination or expiration of this Agreement, all amounts due from [Evergreen] under the terms of this Agreement shall be due and payable immediately to the [Authority].

(*Id.* at ¶¶ 12, 25). Any notices required by the terms of the Agreement to be sent to Evergreen were to be sent via first-class mail to Steven Simmons, Fuel Manager, Evergreen Community Power, 800 South Street, Reading, PA 19602. (*See id.* at ¶ 30). The limited liability provision at Paragraph 26 precluded

either party from recovering indirect or consequential damages, including, without limitation, "loss of use or lost business, revenue [or] profits" even if the party knew or should have known of the possibility of such damage. (*Id.* at ¶ 26).

B.

On September 2, 2016, the Authority filed a complaint against Evergreen for breach of the Agreement and *quantum meruit* for non-payment of invoices totaling \$104,525.20 in tipping fees due for the deliveries of ash in February and March 2016. (*See* Complaint, 9/02/16, at ¶¶ 4-10, 13, 16-17). In its answer, Evergreen admitted that the Authority issued the subject invoices and that it did not pay them. It denied that the amounts billed were due and owing because Evergreen's performance was excused where the Authority breached or repudiated the Agreement by refusing the ash delivery on March 16, 2016, and continuing to do so despite Evergreen's March 28, 2016 notice of the breach. Evergreen counterclaimed for breach of contract, seeking damages in the amount of \$106,159.80 for costs incurred in securing alternative waste disposal sites because of the Authority's breach of the Agreement. (*See* Answer, New Matter and Counterclaim, 1/24/17, at ¶¶ 4-8, 11, 13, 15, 17, 24-31, 35, 63, 64, 68-69). A two-day bifurcated non-jury trial was held on September 25, 2020, and November 8, 2020.

C.

Several Authority employees testified consistently about the issues with the ash, Evergreen's failure to mitigate them and meetings held by the parties at which the issues were discussed.

1.

Joseph Vasturia, the CEO of the Authority, testified that he had negotiated the yearly contracts with Evergreen since 2011, and that over time, Evergreen's ash had grown finer, blowing around the landfill because it was so dry. In 2015, a discount was negotiated into the contract to incentivize Evergreen to deliver better ash. He explained that if Evergreen delivered unacceptable ash, the Agreement permitted the Authority to reject the ash delivery. (**See** N.T. Trial, 9/25/20, at 44, 47-48).

Mr. Vasturia testified that William Cunningham and David Moser managed the day-to-day operations at the Landfill. In February 2016, they advised him that Evergreen delivered unacceptable ash that was causing equipment failures, and that "the ash was very dry and it was blowing all around, that the equipment operators were having trouble breathing, and I indicated to them that if it continued, we would have to stop accepting the ash because of my concern [] for the health of the employees." According to Mr. Vasturia, Evergreen was given several opportunities to correct the ash problem beginning on February 4, 2016 until mid-March when he advised Mr. Morgan, president and CEO of Evergreen, that the Authority would no longer

accept any ash due to the health issues it was causing to employees. (*Id.* at 52); (*see id.* at 49, 53, 56, 62-64).

Thereafter, on March 17, 2016, a meeting was held by representatives from the Authority and Evergreen at which Evergreen brought in test loads of ash that were again deemed unacceptable. (*Id.* at 53, 60-61). Furthermore, on March 17, 2016, Mr. Morgan mailed correspondence to Mr. Vasturia about the Authority's "failure to accept deliveries" and requested that this default be cured. (Correspondence, 3/17/16, at 1). On March 28, 2016, Mr. Morgan sent another letter in which he stated that the Authority "has informed [Evergreen] that it will no longer accept waste ash deliveries, which is a material failure" and if not cured within thirty days, Evergreen would terminate the Agreement, but hoped the parties "can come to an arrangement to avoid having to terminate the Agreement." (Correspondence, 3/28/16, at 1).

2.

David Moser, the Landfill's environmental manager, testified that he emailed Evergreen's plant engineer, Clifford Heistand, before a February 5, 2016 meeting between representatives of the Authority and Evergreen at which they discussed issues regarding the consistency of the ash and Evergreen's need to provide a solution to minimize the dusting problem. According to Mr. Moser, Evergreen did not make satisfactory efforts to mitigate the dust issue. He again emailed Mr. Heistand on March 15, 2016,

to advise the ash was continuing to cause a nuisance at the Landfill. (*See id.* at 200-03); (Exhibit P-8).

3.

The Authority's operations manager, John Knapp, testified that the ash delivered by Evergreen in 2016 was so hot that a driver would burn his hands if he touched the side of the trailer. The ash caused problems with Authority trucks and air filters and clogged the radiators. Mr. Knapp suffered throat problems himself, including a dry throat and inability to swallow because of Evergreen's ash. (*See id.* at 145-46, 148-49).

4.

Similarly, William Cunningham, the assistant Landfill manager, testified that the ash delivered by Evergreen was like talcum powder, causing equipment failure and employee health issues such as nose bleeds, sore throats and an inability to swallow. These issues were explicitly identified at the February 5, 2016 meeting with Evergreen, which did not follow up by remedying the problem. The problems were again discussed at a March 2016 conference call between representatives of Evergreen and the Authority. (*See id.* at 162-64, 167-68).

D.

Evergreen stipulated that it has not paid the overdue February and March invoices in the total amount of \$104,525.20. (*See id.* at 29). Larry Haraschak, controller for Evergreen, testified that he was instructed to

withhold payments to the Authority in February and March 2016 for a total unpaid balance of \$104,525.20. (**See** N.T. Trial, 11/18/20, at 122, 124).

Evergreen presented several witnesses who testified that they were aware of the Authority's problems with the ash and the limited mitigation efforts Evergreen undertook.

1.

Mr. Clifford Heistand, Evergreen's plant engineer, testified that the Authority advised him of concerns regarding ash being delivered to the Landfill at the meeting on February 5, 2016. Concerns about employee health and equipment issues were raised and he was aware that Authority operators were breathing in dust and experiencing sore throats. He acknowledged Evergreen was given at least forty days between early February to mid-March to mitigate the ash problem. Mr. Heistand testified that Mr. Moser from the Landfill sent him emails expressing concerns about the ash beginning on February 4, 2016, and advising that another solution must be undertaken to eliminate the nuisance the ash was creating. He sent an email on February 8, 2016, making it clear that Evergreen was aware of the issues identified by the Authority at the February 5, 2016 meeting. On March 16, 2016, Mr. Heistand received an email from Mr. Moser that stated the ash issue had not been remediated. (**See** N.T. Trial, 9/25/20, at 74-75, 97-99, 101-04); (Exhibits P-8, P-9, specifically 3/15/16 email entitled Subject Re: Increased water content in our ash).

2.

Pete Kline, Evergreen's plant manager, similarly testified that he was aware of concerns of the Authority regarding the ash delivered to the Landfill raised at the February 5, 2016 meeting although he did not attend. (**See id.** at 112-19, 130-31). Wesley Archambault, operations manager for Evergreen, testified that he was at the February 5, 2016 meeting and was aware of the ongoing ash issue. (**See** N.T. Trial, 11/18/20, at 49, 56).

3.

Evergreen's general manager, Chad Zablit, testified that he did not believe Evergreen needed to mitigate the dust problem because they paid a premium. He was not made aware of a meeting between Evergreen and the Authority in February 2016, although he admitted he was advised that there was a dusting problem. He acknowledged that remediating the issue would be very costly and that adding water to the ash was the only mitigation effort that Evergreen undertook. (**See** N.T. Trial, 9/25/20, at 234-36, 250).

4.

Evergreen logistics manager Ricardo Nieves coordinated to which landfill the ash went. He was aware of the Authority's concerns in 2016. He observed Evergreen ash being unloaded at the Landfill on March 11 and 16, 2016. Truck drivers had safety concerns about the ash being transported by Evergreen when the water content of the ash was at the maximum threshold of twenty-five percent and, therefore, it was reduced. His understanding was that after

the March 16, 2016 delivery, the Authority advised Evergreen that it would no longer accept ash deliveries. (**See** N.T. Trial, 11/18/20, at 6, 8, 10, 18, 27-28).

5.

In 2016, Pierre Fares took over the role of fuel sourcing manager at Evergreen³ and was present at the February 5, 2016 meeting with the Authority and aware of the dusting problem. He spoke with Mr. Zablit about the problem and testified that mitigation efforts would result in higher transportation costs to Evergreen. He testified that there were email communications about the unacceptable ash and acknowledged that the Authority had given Evergreen at least forty days to correct the problem. On March 16, 2016, the Authority's CEO Joseph Vasturia and Rolling Hills Landfill Manager Joseph Sebzeda verbally notified Mr. Fares that the Authority would no longer accept any further waste deliveries from Evergreen unless they were specifically authorized before being scheduled. (**See id.** at 55-56, 74-75, 77, 81, 90, 97, 99, 109-11).

The Evergreen witnesses consistently testified that the only mitigation effort taken was to add water to the ash. (**See** N.T. Trial, 9/25/20, at 75,

³ Stephen Simmons was Evergreen's fuel sourcing manager from 2013 through 2015. He testified that he negotiated the contract with Mr. Vasturia from the Authority and acknowledged that the Authority had requested Evergreen to remediate the dust. (**See** N.T. Trial, 9/25/20, at 34-35).

101, 109, 113, 122, 126-27, 222); (N.T. Trial, 11/18/20, at 52-53); (Exhibit P-9).

On March 5, 2021, the trial court issued a decision in which it made the following pertinent conclusions of law:

7. This court finds that [Evergreen] breached the [Agreement] by not tendering payment within 10 days as set forth in Paragraph 11(a)(1). [Evergreen] was required to remit \$104,525.20 due to [the Authority] for 3,665.66 tons of ash that were delivered to the landfill.

* * *

10. Section 11(a)(3) provides that cure and notice provisions shall not apply to defaults described in Sections 11(a)(1) and (2). **See** Exhibit P-1, p. 6; Section 11(a)(3). A clear reading of the [Agreement] provides that [the Authority] was not required to provide opportunity to cure in Section 11(a)(3). A clear reading of the [Agreement] does, however, require written notice.

* * *

13. Paragraph 30 clearly and unambiguously provides that all notices are to be in writing. This court finds that Paragraph 30 required [the Authority] to provide written notice of [Evergreen]'s default.

14. The evidence established that [the Authority] advised and informed [Evergreen] of the issues that resulted from their ash on several occasions. **See** Exhibit P-8, Exhibit P-9 [(Email exchanges between the parties)].

15. While the [email] notice provided by [the Authority] was in writing, it did not comport with Paragraph 30 of the [Agreement]. It is not the task of this court to rewrite the [Agreement] of the parties.

16. As set forth above, this [c]ourt does find that [the Authority] was required to provide written notice to [Evergreen].

On March 5, 2021, the court entered a Decision finding: (1) in favor of the Authority and against Evergreen on the Authority's complaint for breach of contract for Evergreen's failure to make payments of monies due and entered judgment in the amount of \$104,525.20; and (2) in favor of Evergreen and against the Authority on Evergreen's breach of contract counterclaim for the Authority's failure to provide written notice of Evergreen's delivery of Prohibited Waste, but awarded Evergreen zero damages because Paragraph 26 of the Agreement precluded Evergreen from recovering indirect, consequential, exemplary, special, incidental or punitive damages. The court denied post-trial motions and Evergreen timely appealed.⁴ It filed a statement of errors complained of on appeal pursuant to Rule 1925. **See** Pa.R.A.P. 1925(b).

⁴ Our standard of review of this matter is well-settled.

Our standard of review in non-jury trials is to assess whether the findings of facts by the trial court are supported by the record and whether the trial court erred in applying the law. Upon appellate review[,] the appellate court must consider the evidence in the light most favorable to the verdict winner and reverse the trial court only where the findings are not supported by the evidence of record or are based on an error of law. Our scope of review regarding questions of law is plenary.

Woullard v. Sanner Concrete & Supply, 241 A.3d 1200, 1207 (Pa. Super. 2020) (citation omitted).

II.

A. Evergreen's Breach of Contract

Although Evergreen does not dispute that it failed to pay invoices totaling \$104,525.20., it claims that the trial court erred and/or abused its discretion when it: (1) found that Evergreen breached Paragraph 11(a)(1) of the Agreement since the Authority breached Paragraphs 11(a)(1), 11(b) and 30 by failing to send written notices of Evergreen's failure to pay overdue invoices and Event of Default; (2) failed to find that the Authority anticipatorily breached the Agreement by refusing ash delivery; (3) failed to find that Evergreen's obligation to pay the Authority ceased upon the Authority's material breach of the Agreement under both Pennsylvania law and Paragraph 10; and (4) failed to find that Evergreen's obligation to pay ended within thirty days of it sending notice of default to the Authority for its refusal of ash deliveries.

It is long settled that pursuant to Common Law, to establish an action in breach of contract, a party must prove (1) the existence of a contract and its essential terms, (2) a breach thereof, and (3) resulting damages. **See *Hart v. Arnold***, 884 A.2d 316, 332 (Pa. Super. 2005), *appeal denied*, 897 A.2d 458 (Pa. 2006).

The fundamental rule in interpreting the meaning of a contract is to ascertain and give effect to the intent of the contracting parties. The intent of the parties to a written agreement is to be regarded as being embodied in the writing itself. The whole instrument must be taken together in arriving at contractual intent. Courts do not assume that a contract's

language was chosen carelessly, nor do they assume that the parties were ignorant of the meaning of the language they employed. When a writing is clear and unequivocal, its meaning must be determined by its contents alone.

Id. (citations omitted).

When performance of a duty under a contract is due, any nonperformance is a breach. If a breach constitutes a material failure of performance, then the non-breaching party is discharged from all liability under the contract. If, however, the breach is an immaterial failure of performance, and the contract was substantially performed, the contract remains effective.

Widmer Engineering, Inc. v. Dufalla, 837 A.2d 459, 467 (Pa. Super. 2003)

(case citations omitted).

Here, the essential intent of the parties was that the Authority would accept Evergreen's ash delivery, and, in return, Evergreen would pay them \$28.75 per ton within thirty days receipt of the monthly invoice. (**See** Agreement, at ¶¶ 1, 3(a), 4).

The record reflects that on February 29, 2012, the Authority sent a monthly invoice to Evergreen at Evergreen Community Power, 720 Laurel Street, Reading, PA 19602 reflecting a balance due of \$67,136.98. (**See** N.T. Trial, 9/25/20, at 6, Exhibit P-2). On March 31, 2016, the Authority sent Evergreen an invoice listing total current charges as \$37,388.22, with a past due amount of \$67,136.98, for a total balance due of \$104,525.20. (**See** Exhibit P-3). Payment was due on April 30, 2016. The Authority filed its complaint in September 2016, approximately four months after the due date. Evergreen stipulated that it has not tendered this payment at any time.

Based on the unambiguous language, Evergreen breached a material term of the Agreement by failing to pay the invoices resulting from the Authority's services. Although it provides arguments for why the Authority's actions failed to comply with various provisions of the Agreement, the fact is that it got the benefit for which it bargained and owes fees for that realized service, and none of its arguments to the contrary would compel a different result. However, for the sake of providing a thorough review, we will address the merits of Evergreen's arguments.

B.

Evergreen argues that the trial court erred in concluding it breached Paragraph 11(a)(1) of the Agreement because the Authority failed to provide notice of overdue fees or Events of Default for non-payment pursuant to Paragraphs 11(b) and 30. (**See** Evergreen's Brief, at 13-17).

The Agreement provides that the "[f]ailure by [Evergreen] to make payment of an overdue fee within ten (10) days following receipt of written notice" is an Event of Default for which the Authority "shall have the right upon prior notice to [Evergreen] to: (a) terminate or suspend its obligation under this Agreement; and/or (b) pursue all remedies available to it at law or in equity." (**Id.** at 11(a)(1), (b)). Paragraph 30 provided, in pertinent part, that "all notices required by the Agreement shall be in writing and shall be mailed by first class mail, postage prepaid to ... Stephen Simmons, Fuel

Manager Evergreen Community Power, 800 South Street, Reading, PA 19602.” (*Id.* at 30).

The trial court found that the Authority was required to provide written notice of the past due balance and that it did so by mailing the written invoices. (*See* Decision, at ¶¶ 4-7, 10, 13, 23). Evergreen argues that this was error, and that the Authority breached the Agreement by failing to send separate notices by first-class mail pursuant to Paragraphs 11(a)(1), (b) and 30 and, therefore, was prohibited from recovering the \$104,525.20 due. We disagree. Pursuant to the Agreement, Evergreen delivered the waste ash to the Landfill, and the Authority put them on notice via written invoices of the amounts due and past due for the ash deliveries. Any failure to mail a separate notice apprising Evergreen that it owed the money was not material, particularly where Evergreen was on actual notice and had received the benefit of delivering its ash to the Landfill and the Authority accepting it.

Hence, Evergreen’s claim that the court erred and/or abused its discretion in finding that the Authority did not materially breach the Agreement by failing to comply with the technical requirements of Paragraphs 11(a)(1), (b) and 30⁵ lacks merit and does not support Evergreen’s claim that it was not required to pay the past due invoices.

⁵ We note that the Authority could not comply with all specific mailing requirements of Paragraph 30 where the named recipient for Evergreen was no longer employed by the LLC.

C.

Evergreen argues next that the trial court erred in failing to find that its obligation to pay outstanding invoices ceased on March 31, 2016, upon the Authority's breach of Paragraph 10(a)(2) of the Agreement by refusing to accept delivery of the waste ash disposal on March 16, 2016. (**See** Evergreen's Brief, at 17, 20, 23). It also maintains that the Authority failed to provide Evergreen with the proper notice of any alleged Prohibited Waste and an opportunity to cure pursuant to Paragraph 11(a)(2). (**See id.** at 21-22). The Authority responds that it did not breach the Agreement by not accepting Evergreen's ash delivery because it was Prohibited Waste of which Evergreen was on actual notice and unable to cure. (**See** The Authority's Brief, at 29-32).

Pursuant to the Agreement, "[f]ailure by [the Authority] for a period of fifteen (15) consecutive days to accept delivery of waste at LANDFILL substantially in accordance with the terms and conditions of this Agreement" constitutes an Event of Default. (Agreement, at ¶ 10(a)(2)). Evergreen's delivery of Prohibited Waste on a repeated basis followed by a failure "to cure within a reasonable period following written notice from [the Authority]" shall constitute an Event of Default." (Agreement, at ¶ 11(a)2). "Prohibited Waste" is defined, in pertinent part, as "any [] material the [Authority] reasonably concludes would require special handling or present an endangerment to

LANDFILL, the public health or safety, or the environment.” (Agreement, at ¶ 7).

Under Pennsylvania law, anticipatory repudiation or breach requires an “absolute and unequivocal refusal to perform or a distinct and positive statement of an inability to do so.” **Harrison v. Cabot Oil & Gas Corp.**, 110 A.3d 178, 184 (Pa. 2015) (citation and internal quotation marks omitted). However, “[a] party who cannot perform its own obligations under a contract is not entitled to collect damages.” **Nikole, Inc. v. Klinger**, 603 A.2d 587, 593-94 (Pa. Super. 1992).

Here, the trial court found that,

To establish that an anticipatory breach of [the Agreement] had occurred under the circumstances of this case, [Evergreen] was required to prove: (1) that [the Authority] clearly and positively indicated, by words or conduct, that they would not or could not accept [Evergreen]’s ash and therefore would breach their contract; and (2) [Evergreen] would have been able to deliver their ash under the [Agreement].

Under the circumstances of this case, even assuming *arguendo* that [the Authority] clearly and positively indicated that they would no longer accept deliveries of waste at the landfill in breach of Paragraph 10(a)(2), satisfying the first prong of the test laid out above, [Evergreen] did not satisfy the second prong, because they themselves were in breach of Paragraph 11(a)(2) by consistently delivering Prohibited Waste to the landfill. Accordingly, they would not have been able to fulfill their own obligations under the [Agreement].⁶

⁶ Evergreen argues that the trial court erroneously stated in its Rule 1925(a) opinion that Evergreen violated Paragraph 11(a)(2) because there is no contemplation that dust particles could be Prohibited Waste, it attempted to mitigate and it was delivering the same ash as it had before. (**See** Evergreen’s (Footnote Continued Next Page)

When a party to a contract seeks to enforce the agreement or recover damages for breach of that agreement, that party must prove that he has performed all of his own obligations under the contract. **Nikole, Inc.**[, *supra* at 593]. In the case *sub judice*, [Evergreen] did not prove that it performed all the obligations under the [Agreement] owed to [the Authority].

While this court did find [the Authority] failed to provide written notice of [Evergreen]'s default pursuant to Paragraph 10(a)(2) ..., that does not negate the fact that [Evergreen] was in breach of the [Agreement] themselves for failing to comply with Paragraph 11[(a)(2)] [(re: Delivery of Prohibited Waste).]

(Trial Ct. Op., at 17-18). We agree with the trial court's reasoning.

The evidence at trial was that Evergreen was aware since February 2016 via phone calls, emails and in-person meetings that the Authority was unhappy with the ash being delivered to the Landfill, and that Evergreen was given multiple opportunities over approximately forty days to correct the employee health and equipment problems. (**See** N.T. Trial, 9/25/20, at 53, 56, 62-64, 74-75, 97-99, 101-04, 111-19, 130-31, 167-68, 200-02, 234-36, 250); (N.T. Trial, 11/18/20, at 8, 49, 56); (Exhibits P-8, P-9). Although

Brief, at 25-33). However, as stated, there was extensive testimony that the Authority determined that the ash either required special handling or presented a health or safety issue, thus making it Prohibited Waste that Evergreen was unable to cure after the Authority notified it. (**See** Agreement, at ¶ 7). Further, the argument regarding the previous delivery of the ash sounds in waiver, which is not meritorious under the express language of the Agreement. (**See id.** at ¶ 27) (Failure by the Authority "to take any action with respect to any default or violation by [Evergreen] ... shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right to act with respect to any ... subsequent violation").

Evergreen employees stated that they added water to the ash, in mid-March, it was as "dry as ever," and Evergreen witnesses could not remember trying any other solution. (**See** N.T. Trial, 9/25/20, at 49, 52-53, 56-57, 62-63, 75, 101-02, 109, 113, 122, 126-27, 173, 222); (Exhibit P-9). Evergreen was unable to cure the defective ash to the Authority's satisfaction at any time. (**See** N.T. Trial, 9/25/20, at 55, 202).

Evergreen was on actual notice that it was delivering Prohibited Ash in violation of the Agreement. Pursuant to the Agreement's terms, the Authority had the right not to accept Prohibited Waste and Evergreen was prohibited from delivering it. The trial court found that where Evergreen was aware that it was delivering Prohibited Waste, it was in breach of the Agreement itself and was unable to comply with its terms by delivering acceptable ash to the Landfill. Hence, the Authority did not anticipatorily breach the Argument by refusing waste ash without providing written notice.

D.

Evergreen also argues that its obligations ended on April 15, 2016, pursuant to Paragraph 10(a)(3) because on March 17, 2016, and March 28, 2016, it sent notice of termination to the Authority due to its refusal to accept waste ash. (**See** Evergreen's Brief, at 24-25).

Pursuant to Paragraph 10(a)(3), the Authority's "breach of, or failure to comply with, any material term ... contained in this Agreement" is an Event of Default for which Evergreen had the right to terminate/suspend its obligations

or pursue a legal remedy upon prior notice. (Agreement, at ¶ 10(b)); (**see id.** at ¶ 10(b)).

However, as stated previously, the Authority was not in breach of the Agreement since Evergreen had actual notice that it was delivering Prohibited Waste to the Landfill and was unable to cure it. The Authority had the right to refuse these deliveries and Evergreen had a duty to either treat it or not deliver it. (**See** ¶¶ 7, 8, 11(2)).⁷

⁷ Specifically, the Agreement provides:

7. In the event that ash is delivered to the LANDFILL that [the Authority] determines to be Prohibited Waste, [the Authority] shall immediately notify [Evergreen] of the nature of the Prohibited Waste Any cost of storage, removal or treatment ... shall be the borne entirely by [Evergreen]. For the purposes of this Agreement, "Prohibited Waste" means: ... any [] material that the [Authority] reasonably concludes would require special handling or present an endangerment to LANDFILL, the public health or safety, or the environment.

8. In the event that [Evergreen] fails to remove ... the Prohibited Waste from the LANDFILL in accordance with [Authority] Notice, ... [the Authority] shall have the right to declare [Evergreen] in default under this Agreement and may institute an action at law or equity for any injury or damage suffered or incurred by [the Authority].

* * *

11.(a)(2) Delivery by [Evergreen] ... of any PROHIBITED WASTE pursuant to this Agreement to LANDFILL on a repeated basis followed by repeated failure to [Evergreen] to cure within a reasonable period following written notice from [the Authority] to [Evergreen] of delivery of such PROHIBITED WASTE [is an Event of Default.

(Footnote Continued Next Page)

Further, the March letters were not effective terminations because they were not "clear and unambiguous." *Writ v. Bristol Pat. Leather Co.*, 101 A. 844, 845 (Pa. 1917).

The March 17, 2016 correspondence referenced the Authority's "failure to accept deliveries" and requested that this default be cured. (Correspondence, 3/17/16, at 1). The March 28, 2016 letter stated that the Authority "has informed [Evergreen] that it will no longer accept waste ash deliveries, which is a material failure" and if not cured within thirty days, Evergreen would terminate the Agreement, but hoped the parties "can come to an arrangement to avoid having to terminate the Agreement." (Correspondence, 3/28/16, at 1). These letters did not express a "clear and unambiguous" intent to terminate the Agreement effective immediately.

Finally, even if the Authority was in material breach and Evergreen effectively terminated the Agreement, Paragraph 25 expressly provided that, "Upon termination or expiration of this Agreement, all amounts due from [Evergreen] under the terms of this Agreement shall be due and payable immediately to the [Authority]." (Agreement, at ¶ 25).

(Agreement, at ¶¶ 7, 8, 11(a)(2)).

Hence, for all the foregoing reasons, the trial court properly found that Evergreen breached the Agreement by failing to pay the overdue invoices in the total amount of \$104,525.20.

III.

Evergreen argues that the trial court erred in denying damages based on Paragraph 26, Limitation of Liability, for its breach of contract claim against the Authority for not providing formal notice before refusing ash deliveries. (**See** Evergreen's Brief, at 34-42). It maintains that its damages were direct, not consequential, and that it was entitled to pursue them. (**See id.**)⁸

Generally, in contract cases, damages are comprised of "the loss in the value to [the non-breaching party] of the other party's performance caused by its failure or deficiency" (direct damages), plus "any other loss, including incidental or consequential loss, caused by the breach[.]" **Douglass v. Licciardi Cons. Co., Inc.**, 562 A.2d 913, 915 (Pa. Super. 1989) (citing Restatement (Second) of Contracts, § 347).

⁸ "In reviewing the award of damages, the appellate courts should give deference to the decisions of the trier of fact who is usually in a superior position to appraise and weigh the evidence." **Delahanty v. First Pennsylvania Bank**, 464 A.2d 1243, 1257 (Pa. Super. 1983). Evergreen relies on unpublished, non-binding Federal law to urge this Court to apply an error of law standard of review. (**See** Evergreen's Brief, at 34-35). However, not only does this law lack binding precedential value, but it also conflicts with long-standing precedent in Pennsylvania. Therefore, we are not legally persuaded by Evergreen's argument in this regard.

Pursuant to Paragraph 26, Limitation of Liability, the parties expressly waived any consequential damages:

Unless provided otherwise in this Agreement, neither party shall be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits, or goodwill, arising in connection with this Agreement, under any theory of ... contract ... even if the party knew or should have known of such damages.

(Agreement, at ¶ 25).

The trial court found that the Authority breached the Agreement by failing to provide Evergreen with formal written notice pursuant to Paragraph 30 for its default due to delivering Prohibited Waste. The court did **not** conclude that the Authority breached the contract by refusing delivery of the Prohibited Waste, but only for failing to provide notice pursuant to Paragraph 30 before it did so. (**See** Decision, Conclusions of Law, at ¶¶ 8-16). In fact, it concluded:

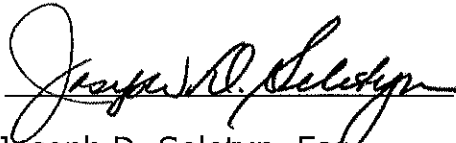
Our review of the record confirms that there were no direct damages suffered due to the Authority's failure to provide notice that Evergreen was in default because it was delivering Prohibited Waste. As stated elsewhere in this Memorandum, the Authority advised Evergreen via phone calls, emails and in meetings that its waste ash was causing health problems for its employees and issues to its equipment and Evergreen was unable to cure the problems between the time of the parties' February 5, 2016 meeting and the Authority advising it on March 16, 2016 that it would no longer accept the ash without prior authorization, because it considered it Prohibited Waste.

Based on the foregoing, any damages were not foreseeable based on the Authority's failure to provide written notice pursuant to Paragraph 30,

particularly where the Authority did not terminate the Agreement, but only required that any further deliveries of ash would have to be approved before being accepted. Further, we cannot find that the trial court's decision to find that the damages were consequential and barred by Paragraph 25 to be the result of partiality, caprice, prejudice, corruption or some other improper influence."⁹ **Delahanty, supra** at 1257. Evergreen's issue lacks merit.

Judgment affirmed.

Judgment Entered.



Joseph D. Seletyn, Esq.
Prothonotary

Date: 4/27/2022

⁹ The trial court previously observed that Evergreen could not recover damages because, even though it found the Authority breached the Agreement for failing to provide formal notice, Evergreen also was in breach for delivering Prohibited Waste that it was unable to cure. (**See** Trial Ct. Op., at 17-18); (Memorandum **supra** at 18-19). Therefore, even if the court had not found the damages to be circumstantial, Evergreen would be precluded from realizing them where it was unable to perform its own obligations by remedying the health and safety problems caused by the waste ash. **See Nikole, Inc., supra** at 593-94.

ISSUE PAPER

Issue: Hiring a new solicitor

Background: The Board of Directors decided to issue an RFP to seek a new solicitor to serve the Authority. An RFP was developed and advertised widely within Delaware County and on PennBid. An ad-hoc committee of the board was chosen to help guide the process.

Discussion: As a result of the RFP process, four firms submitted proposals. The committee reviewed all four proposals and participated in a virtual meeting to discuss them. As a result of the meeting, the committee narrowed the applicants to two finalists. Each finalist was then interviewed for 30 minutes by the entire committee. As a result of those interviews, the firm Rudolph Clarke, LLC was chosen as the preferred firm to serve the Authority.

Recommendation:

It is recommended that the Board of Directors hire Rudolph Clarke LLC as their new solicitor.