

# Board of Directors | Meeting Minutes

**DATE:** March 17, 2023

**TIME:** 7:30 a.m.

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## Attendance

**BOARD OF DIRECTORS:** Becker, Blowers, Brubaker, Deerin, Dzurik, Gordon, Rettew, Ulrich, and Weibel.

**STAFF:** Adams, Barnett, M. Brown, Cutarelli, Devaney, Fetterolf, W. Graham, Gross, Henderson (Legal Counsel), Kohr, Manning, Marsh, Morris, Patzer, Plasterer, Youngs, and Zorbaugh.

**ALSO PRESENT:** Dave Sharp from Covanta, and Dr. Leslie Osborne.

**NOTE:** This meeting of the Board of Directors was held in person and virtually. All individuals attending the meeting could hear, and be heard by, all other attendees.

## Opening

Chairperson Rettew welcomed Mr. Daniel Becker to the Board of Directors. Mr. Zorbaugh acknowledged Mr. Becker's vast municipal background, including expertise in municipal government, as well as his valuable service as Chair of the Citizens Advisory Committee.

Chairperson Rettew requested a moment of silence followed by the pledge to the flag.

## Approval of Meeting Minutes

### Action Items

**1. BOARD ACTION NO. 1: APPROVAL OF MINUTES OF JANUARY 20, 2023**

Chairperson Rettew asked for any additions or corrections to the meeting minutes. Being none, a motion was requested to approve the Minutes of January 20, 2023, as distributed.

**Motion:** M. Brubaker

**Seconded:** J. Deerin

**Adopted:** Unanimously

## Chair's Appointment/Reappointment of Committee Members

**2. BOARD ACTION NO. 2: CHAIR'S APPOINTMENT/REAPPOINTMENT OF COMMITTEE MEMBERS**

Under Section 4.1 of the Authority Bylaws, the Chair has the authority to appoint members of the Board Committees.

**a. THE CHAIR APPOINTMENTS TO THE PERSONNEL COMMITTEE**

Chairperson Rettew asked for consideration for Mr. Blowers, Mr. Deerin, Mr. Gordon and Mr. Dzurik to serve on the Personnel Committee.

**b. THE CHAIR APPOINTMENTS TO THE MISSION & COMMUNITY BENEFITS COMMITTEE**

Chairperson Rettew asked for consideration for Ms. Weibel, Mr. Ulrich, Mr. Deerin, and Mr. Blowers to serve on the Mission & Community Benefits Committee.

Chairperson Rettew asked all members to accept their appointments. The committee members accepted.

## Public Comment

None.

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## **Chief Executive Officer**

Mr. Zorbaugh opened by introducing a robust agenda with brief insights into the Executive Team reports for February.

Mr. Zorbaugh then led a presentation on the details of the LCSWMA and Inashco Amended and Restated Service Agreement for ash recycling services and a Loan Agreement, including loan details for permitting and construction, and guarantees regarding risk and risk sharing commitments. In addition, Mr. Zorbaugh provided Inashco corporate background information, as well as the change in majority ownership in the parent company since the beginning of the agreements.

Mr. Zorbaugh deferred to Mr. Adams to outline the pros and cons of Inashco operations, including challenges with staffing turnover, equipment maintenance, and operational permitting concerns. Further, Mr. Youngs provided a financial impact overview of the metals recovery project, including additional investment by Inashco. General Counsel Henderson explained the Authority's options going forward, including details of a Termination Agreement.

Finally, after fielding questions from the Board, Mr. Zorbaugh concluded by introducing a resolution for Board consideration and approval. A copy of the Board action is attached.

**3. BOARD ACTION NO. 3: MOTION TO ADOPT RESOLUTION NO. 2023-02: AUTHORIZING AND APPROVING THE EXECUTION AND IMPLEMENTATION OF A TERMINATION AGREEMENT WITH BLUE PHOENIX INASHCO LANCASTER, LLC AND BLUE PHOENIX INASHCO USA, INC.:**

Chairperson Rettew asked for a motion to approve Resolution No. 2023-02: authorizing and approving the execution and implementation of a termination agreement with Blue Phoenix Inashco Lancaster, LLC and Blue Phoenix Inashco USA, Inc.

**Motion:** E. Gordon

**Seconded:** M. Brubaker

**Adopted:** Unanimously

## **Consent Agenda**

**4. BOARD ACTION NO. 4: MOTION TO APPROVE/ADOPT:**

1. January 2023 and February 2023 Disbursements.
2. Purchase of Wheel Loader Tires from McCarthy Tire Service for \$36,917;
3. Award of Contract for the SRMC TMA Building Tipping Floor Repair Project to Infrastructure Repair Service, LLC for an anticipated cost of \$529,653;
4. Resolution No. 2023-03: Authorizing and Approving the Execution and Delivery of Modification Number 2023-1 Concerning Baghouse #3 to the Lancaster appendix to the Covanta Master Professional Services Agreement, dated January 1, 2018 for a cost of \$253,601.03;
5. Resolution No. 2023-04: Authorizing and Approving the Execution and Delivery of Modification Number 2023-2 Concerning Elevator Controls to the Harrisburg Appendix to the Covanta Master Professional Services Agreement, dated January 1, 2018 for a cost of \$199,070.03; and
6. Resolution No. 2023-05: Authorizing and Approving Execution of a Renewal to February 29, 2024, of the Summit Resources Group, Inc. Ferrous Marketing Agreement, including Renewal of the Second Amendment to the Ferrous Marketing Agreement

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Chairperson Rettew opened the floor to the Board for a motion to approve the actions set forth on the Consent Agenda. Copies of the Board actions are attached.

**Motion:** S. Ulrich

**Seconded:** K. Weibel

**Adopted:** Unanimously

## Chief Financial Officer

Mr. Youngs began by providing an overview of LCSWMA's financials for the month of February, including tonnage, revenues, expenses, net income and EBITDA. Mr. Youngs provided background on the insurance coverages offered through the Raffles Insurance Captive and acknowledged all staff for their focus on safety and a year of lower claims as a result.

In conclusion, Mr. Youngs fielded questions from the Board and introduced three action items for Board consideration and approval, including motions to adopt Resolution No. 2023-06: approving the certain casualty insurance contracts offered by Raffles Insurance, LTD, and Resolution No. 2023-07: approving Mid Penn Bank as a designated depository of the Authority, as well as a board action to approve the Riskonnect Risk Management Master Services Agreement. Copies of the Board actions are attached.

**5. BOARD ACTION NO. 5: MOTION TO ADOPT RESOLUTION NO. 2023-06: APPROVING THE CERTAIN CASUALTY INSURANCE CONTRACTS OFFERED BY RAFFLES INSURANCE, LTD:**

Chairperson Rettew asked for a motion to adopt Resolution No. 2023-06 approving the certain casualty insurance contracts offered by Raffles Insurance, LTD for a collective annual premium of \$287,893

**Motion:** J. Blowers

**Seconded:** E. Gordon

**Adopted:** Unanimously

**6. BOARD ACTION NO. 6: MOTION TO ADOPT RESOLUTION NO. 2023-07: APPROVING MID PENN BANK AS A DESIGNATED DEPOSITORY OF THE AUTHORITY:**

Chairperson Rettew asked for a motion to approve Resolution No. 2023-07, approving Mid Penn Bank as a designated depository of the Authority.

**Motion:** M. Brubaker

**Seconded:** J. Blowers

**Adopted:** Unanimously

**7. BOARD ACTION NO. 7: MOTION TO APPROVE RISKONNECT RISK MANAGEMENT MASTER SERVICES AGREEMENT:**

Chairperson Rettew asked for a motion to approve the Riskonnect Risk Management Master Services Agreement as submitted.

**Motion:** J. Deerin

**Seconded:** S. Dzurik

**Adopted:** Unanimously

## Chief Operating Officer

Mr. Adams introduced three action items for Board consideration and approval and provided details on each, including an award of contract for the design and engineering services for Stage 3 of the Frey Farm Landfill Vertical Expansion project, the purchase of a leachate pump station, and an award of contract for the construction of the new maintenance building at the Frey Farm Landfill. Copies of the Board actions are attached.

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**8. BOARD ACTION NO. 8: MOTION TO APPROVE AWARD OF CONTRACT WITH ARM GROUP OF HERSHEY, PA FOR THE FREY FARM LANDFILL VERTICAL EXPANSION (FFVE) STAGE 3 ENGINEERING AND DESIGN SERVICES:**

Chairperson Rettew asked for a motion to approve the board action as submitted for an estimated cost of \$300,000.

**Motion:** S. Ulrich

**Seconded:** K. Weibel

**Adopted:** Unanimously

**BOARD ACTION NO. 9: MOTION TO APPROVE PURCHASE OF LEACHATE PUMP STATION FROM ENVIREP, INC.:**

Chairperson Rettew asked for a motion to approve the board action as submitted for a price of \$398,255.

**Motion:** J. Deerin

**Seconded:** J. Blowers

**Adopted:** Unanimously

**9. BOARD ACTION NO. 10: MOTION TO APPROVE AWARD OF CONTRACTS FOR THE FREY FARM LANDFILL (FFLF) MAINTENANCE BUILDING CONSTRUCTION PROJECT:**

Chairperson Rettew asked for a motion to approve the board action as submitted for a total project price of \$5,895,273.

**Motion:** E. Gordon

**Seconded:** J. Deerin

**Adopted:** Unanimously

## **Chief Business & Compliance Officer**

Ms. Marsh provided an update on renewable natural gas vs. landfill gas-to-energy, and highlighted key issues, opportunities, and impacts for LCSWMA.

Next, Ms. Marsh introduced Ms. Brown to present the Annual Energy Governance & Risk Review, including revenue & risk summaries by segment for wholesale electric, electric hedging at Lancaster WTE, capacity, and renewable energy credits (RECs).

Finally, Ms. Marsh introduced an action item for Board consideration, a motion to adopt Resolution No. 2023-08: authorizing the purchase and leaseback of the Heagy property. A copy of the board action is attached.

**10. BOARD ACTION NO. 11: MOTION TO ADOPT RESOLUTION NO. 2023-08: AUTHORIZING THE PURCHASE AND LEASEBACK OF 2610 RIVER ROAD, CONESTOGA UNDER AGREEMENTS WITH STEVEN J. HEAGY AND HEATHER FREY HEAGY:**

Chairperson Rettew asked for a motion to adopt Resolution No. 2023-08 to authorize the purchase for \$522,000 and leaseback for \$1,100 per month of the residential Property located at 2610 River Road.

**Motion:** J. Deerin

**Seconded:** J. Blowers

**Adopted:** Unanimously

## **Other Business**

The next meeting of the Board will be held on April 21, 2023.

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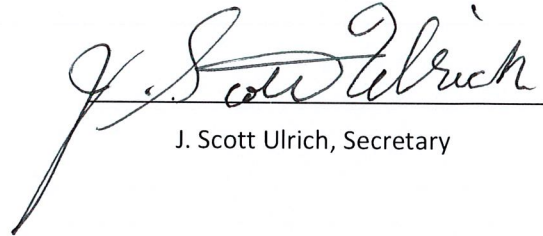
**TIME:** 7:30 a.m.

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### **Adjournment**

Mr. Henderson made known that an Executive Session would be held to discuss personnel matters, but no actions will be taken during or after the Executive Session. At the conclusion of the Executive Session, the Board Meeting adjourned at 10:09 a.m.

**APPROVED THE 21<sup>ST</sup> DAY OF APRIL 2023.**



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J. Scott Ulrich, Secretary

## TERMINATION AGREEMENT

This Termination Agreement (the "Termination Agreement") is made by and between the Lancaster County Solid Waste Management Authority ("LCSWMA") a Pennsylvania municipal authority and Blue Phoenix Inashco Lancaster, LLC ("BPIL") a Delaware limited liability company (collectively with LCSWMA, the "Parties"), as of the 17<sup>th</sup> day of March 2023.

A. LCSWMA and BPIL are parties to an Amended & Restated Service Agreement for Ash Recycling Services dated as of September 22, 2017 (the "Service Agreement") and a Loan Agreement dated as of January 12, 2018 and associated documents, including but not limited to a Note, Security Agreement, the Rabobank Letter of Credit dated March 29, 2019 (the "Letter of Credit"), and Guaranty collectively with the Loan Agreement, Note, Security Agreement, and Letter of Credit, the "Agreements"). The Agreements provided for the financing, construction and operation of a metals recovery facility (the "Facility") on property of LCSWMA (the "Premises"). The commercial operation date under the Agreements was June 1, 2019. On February 14, 2023, BPIL informed LCSWMA that BPIL intended to cease operations and would not be making any further payments under the Agreements.

B. Attached to this Termination Agreement as Exhibit A is a break-out of equipment to be retained by BPIL ("Retained Equipment") and equipment to be transferred to LCSWMA ("Transferred Equipment"). In addition, there is a leased piece of equipment as noted on Exhibit A. Certain of the foregoing equipment is secured to VFS US LLC ("Volvo") pursuant to a perfected purchase money security interest. LCSWMA has a perfected first position security interest in the Facility and all non-leased Equipment, except the rolling stock secured to Volvo, in which LCSWMA has a perfected second position security interest.

C. The Parties have agreed to resolve completely and finally their outstanding differences, disputes, claims, known or unknown, as more fully set forth in this Termination Agreement. The purpose of this Termination Agreement is to set forth mutually agreeable terms and conditions for the termination of the Agreements and resolution of the Parties' business venture.

D. Blue Phoenix Inashco USA, Inc. joins the agreement for the limited purposes of supporting BPIL's obligations set forth in paragraphs 3 and 10-14.

Intending to be legally bound, LCSWMA and BPIL agree as follows:

1. This Termination Agreement shall take effect on March 20, 2023 (the "Effective Date") and upon completion of the obligations set forth herein, shall result in the termination and forgiveness of any obligations owed by either party in the Agreements. The Agreements will be considered cancelled and of no further force and effect.

2. BPIL's right to occupy the Premises and operate the Facility shall cease on the Effective Date, except as set forth herein. To the extent BPIL needs to be on the Premises after

the Effective Date to fulfill obligations under this Termination Agreement, BPIL shall notify LCSWMA in advance and LCSWMA will not unreasonably withhold consent to enter the Premises for those purposes.

3. On the Effective Date, (a) BPIL shall pay \$730,000 from new proceeds to LCSWMA in exchange for the right to retain the Retained Equipment on Exhibit A, and (b) BPIL shall execute a Bill of Sale transferring ownership of the Transferred Equipment and other property on the Facility site to LCSWMA. For the avoidance of doubt "new proceeds" means assets other than existing or current assets of BPIL prior to the Effective Date, or proceeds thereof. LCSWMA may dispose, or not dispose, of those transferred assets as LCSWMA sees fit with no obligation to account to BPIL for the use or proceeds of disposition.

4. The value of the Retained Equipment secured to Volvo (the Volvo L1800 front end loader and Volvo EC300 crawler excavator) is estimated to be approximately equal the BPIL debt owed to Volvo for the equipment. BPIL shall sell the Volvo L180 and Volvo EC300 in a commercially reasonable manner and apply the proceeds to the Volvo debt. Any excess proceeds received by BPIL beyond the debt owed to Volvo, if any, will be subject to Paragraph 15 below.

5. The approximate balance due on the Note to LCSWMA as of February 1, 2023 was \$7,501,805. The next payment on the Note was due on March 1, 2023 in the amount of \$116,672.07. Payment was not made on that date, and LCSWMA is entitled to draw the entire \$500,000 amount under the Letter of Credit. For the avoidance of doubt, payment under the Letter of Credit shall be applied to the Note, but not BPIL's payment to retain the Retained Equipment.

6. At BPIL's request, LCSWMA stopped delivery of ash to the Facility on March 1, 2023. The ash in the ageing area shall be managed by LCSWMA with the area left where-is, as-is, in accordance with any required governmental approvals pursuant to Section 7 below or otherwise.

7. BPIL and LCSWMA jointly met with the Pennsylvania Department of Environmental Protection ("DEP") to determine the appropriate procedures for closing the Facility. Prior to the Effective Date BPIL shall take all necessary or appropriate steps to obtain DEP approval of the closure plan and thereafter to comply with the plan.

8. After the Effective Date, BPIL will endeavor to transfer the DEP Collateral Bond dated January 9, 2018, to LCSWMA as soon as practicable and BPIL and any affiliates shall take all necessary or appropriate steps for such transfer.

9. Timing and handling of termination of BPIL employees shall be the responsibility of BPIL.

10. The remaining ash in the Facility (approximately 4,000 tons anticipated), will be loaded on LCSWMA dump trucks by BPIL for landfill disposal by LCSWMA without processing, which should take approximately one week to complete after the Effective Date.

11. The remaining standard metals concentrate will be processed through the Pallamill, which should take approximately two to three weeks after the Effective Date upon commencement of processing.

12. To meet DEP final facility closure requirements, BPIL will retain a third-party cleaning service, at its cost, for cleaning of floors and equipment after all ash and metals are removed.

13. BPIL will arrange for removal of all Retained Equipment, at its cost, to be concluded within six months after commencement of removal begins after the Effective Date. If BPIL needs to remove portions of the roof or take other action affecting the building in order to remove Retained Equipment, BPIL shall advise LCSWMA in advance, LCSWMA will not unreasonably withhold consent, and BPIL shall promptly restore the building to its prior condition.

14. BPIL and LCSWMA will mutually agree on a storage fee if the Retained Equipment cannot be removed within six months after the Effective Date, such fee to be negotiated in good faith and on commercially reasonable terms.

15. BPIL accounts receivable, cash on hand as of the Effective Date and any additional proceeds from sale of metals product and equipment to Volvo, will be applied to payroll obligations, the equipment removal in paragraph 13, and cleaning obligations set forth in paragraph 14. Any cash remaining from the foregoing will be paid to LCSWMA on account of the Note. For the avoidance of doubt, any proceeds received by BPIL for disposition of the Retained Equipment will remain a BPIL asset and not distributed to LCSWMA.

16. Attached as Exhibit B is a mutually agreed press releases to be released upon the Effective Date and used as talking points in the case of inquiries, and a mutual non-disparagement clause.

17. This Termination Agreement has been presented for approval in a public LCSWMA Board meeting.

18. This Termination Agreement shall be governed, interpreted and construed in accordance with the substantive Applicable Laws of the Commonwealth of Pennsylvania, without regard to any conflict of Applicable Law or choice-of-law principles thereof (the "Applicable Laws"). Each Party hereto irrevocably (a) agrees that any dispute will be brought exclusively before, and hereby submits to, the jurisdiction of the Lancaster County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania; (b) waives any objection that it may have to the laying of venue of any proceedings brought in any such court; and (c) waives any claim that such proceedings have been brought in an inconvenient forum. The parties agree to waive a jury trial in any action brought under or otherwise concerning this Termination Agreement. Any



waiver or delay by either party of exercising any remedy for any breach of any provision hereof shall not be construed to be a waiver of any subsequent breach of such provisions or a waiver of the provision itself or any waiver of any other breach.

19. This Termination Agreement constitutes the entire agreement of the parties with regard to its subject matter and supersedes all previous oral or written representations, contracts and understandings between LCSWMA and BPIL, specifically including the Agreements. This Termination Agreement may be changed only by a writing signed by both parties that specifically indicates the terms or provisions of this Termination Agreement are being amended by such writing. If any of the provisions are held to be excessively broad, any such provision shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

20. Whether or not elsewhere herein expressly stated, all dates and times for performance herein set forth shall be of the essence of this Termination Agreement. Each party to this Termination Agreement shall execute, acknowledge and deliver such further instruments and documents, and do all such other acts and things as may be required by Applicable Law or as may be reasonably necessary to carry out the intents and purposes of this Termination Agreement. The parties will cooperate with each other and offer reasonable assistance in carrying out their respective responsibilities under this Termination Agreement.

21. Scope of Release. The Parties agree to release and waive each and every claim stated in this paragraph (the "Released Claims").

a. Release by BPIL. BPIL, on its own behalf, and on behalf of its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively, the "BPIL Releasers"), hereby release and discharge LCSWMA, together with LCSWMA's predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them (collectively, the "BPIL Releasees"), and each of them, from all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, that BPIL has, or may have had, against LCSWMA, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from any of the following:

- i. The Agreements.
- ii. Any other matter between the Parties.
- iii. Any claims that could be asserted between the Parties under federal, state, or local law, rule, or regulation.

This Agreement resolves any claim for relief that could have been alleged by BPIL against LCSWMA, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, and costs and attorneys' fees related to or arising from the Dispute.

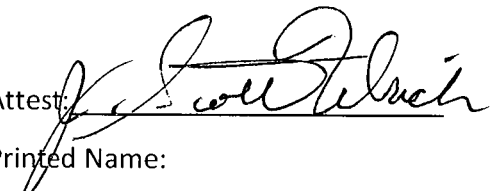
b. Release by LCSWMA. LCSWMA, on its own behalf, and on behalf of its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively, the "LCSWMA Releasers"), hereby release and discharge BPIL, together with BPIL's predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them (collectively, the "LCSWMA Releasees"), from all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, that LCSWMA has, or may have had, against BPIL, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from any of the following:

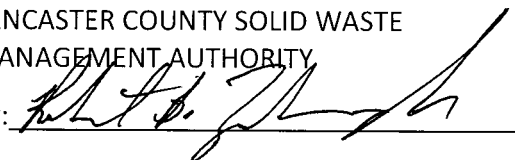
- i. The Agreements.
- ii. Any other matter between the Parties.
- iii. Any claims that could be asserted between the Parties under federal, state, or local law, rule, or regulation.

This Agreement resolves any claim for relief that is or could have been alleged by LCSWMA against BPIL, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Dispute.

22. This Termination Agreement shall be binding upon the parties and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Termination Agreement was not prepared by either party to the exclusion of the other and shall not be construed against either party by reason of its preparation. The headings used in this Termination Agreement are for convenience of reference only and are not a part of the text hereof. This Termination Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute a single Termination Agreement. This Termination Agreement may also be executed via facsimile or electronically in "pdf" format and each copy shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed in duplicate by their representatives duly authorized as of March 17, 2023.

Attest:   
Printed Name:  
Title:

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY  
By:   
Printed Name:  
Title:

Attest: \_\_\_\_\_  
Printed Name:  
Title:

BLUE PHOENIX INASHCO LANCASTER, LLC.  
By: \_\_\_\_\_  
Printed Name:  
Title:

FOR THE LIMITED PURPOSES OF PARAGRAPHS 3 AND 10-14:

Attest: \_\_\_\_\_  
Printed Name:  
Title:

BLUE PHOENIX INASHCO USA, INC.  
By: \_\_\_\_\_  
Printed Name:  
Title:

## EXHIBIT A

### Retained Equipment

NAME	DESCRIPTION
Feeder Bunker FB-01	Conveyor driven feeder including belt, idlers, head pulley, scrapers, drive motor & gearbox, dosing roller, dosing roller motor & gearbox, hopper. Support structure to remain.
Spaleck SV-01	Spaleck Model SEWU 2000-7000 Single deck screen including brake unit, air panel cabinet, motor, motor mount, screens, air mounts. Support structure to remain.
Conveyor CO-02	Transfer conveyor to BCS. Including belt, idlers, head pulley, tail pulley, scrapers, drive motor & gearbox. Support structure to remain.
MG-01	Overbelt magnet on CO-02. IFE Model MPQ2701J including belt, idlers, head pulley, tail pulley, fixed magnet, drive motor & gearbox. Support structure to remain.
BCS-01	Including frame, belt, rotor, vibration plate, idlers, tail pulley, head pulley, separator roll, scrapers, drive motor & gearbox, separator roll motor and gearbox, rotor motor. Support structure to remain.
Flip-Flow SV-02	Hein Lehmann Flip-Flow. Model LF2.0-5.88/14 including screen, screen support, drive motor, sheaves, screen mats. Support structure under main screen support not included.
Vibration Place VP-02	VI Power Vibration Plate feeding EC-01. Model HLOGOZ-100/430-25 including screen, (2) vibrating motors, rubber dampeners. Support structure to remain.
Eddy Current EC-01	12m wide 3k RPM ECS unit including magnetic rotor drum pulley, tail pulley, belt, idlers, scrapers, drive motor & gearbox, magnet drum motor, frame, and guarding.
Conveyor CO-05	Transfer conveyor to ADR. Including belt, idlers, head pulley, tail pulley, scrapers, drive motor & gearbox. Support structure to remain.
MG-02	Overbelt magnet on CO-05. IFE Model MPQ2701J including belt, idlers, head pulley, tail pulley, fixed magnet, drive motor & gearbox. Support structure to remain.
ADR-01	Including frame, belt, rotor, vibration plate, idlers, tail pulley, head pulley, separator roll, scrapers, drive motor & gearbox, separator roll motor and gearbox, rotor motor. Support structure to remain.
Eddy Current EC-02	First 6-12 ECS, 2m wide 4T including magnetic rotor drum pulley, tail pulley, belt, idlers, scrapers, drive motor & gearbox, magnet drum motor, frame and guarding.
Eddy Current EC-03	Second 6-12 ECS, 2m wide 4T including magnetic rotor drum pulley, tail pulley, belt, idlers, scrapers, drive motor & gearbox, magnet drum motor, frame and guarding.
Eddy Current EC-04	0-6 ECS, 2m wide 4T including magnetic rotor drum pulley, tail pulley, belt, idlers, scrapers, drive motor & gearbox, magnet drum motor, frame and guarding.
MG-03	Overbelt magnet on CO-60. IFE Model UMP110-200 including belt, idlers, head pulley, tail pulley, fixed magnet, drive motor & gearbox. Support structure to remain.
MCC & PLC	Motor control center and PLC cabinets for main system and Pallamill system including brake resistors, Eddy Current cabinets, and dust collector cabinet. Includes all power distribution panels.
Office Trailer	Double wide office trailer with furniture, refrigerator, microwave, and well water system. Uniforms, uniform collection and storage components to be returned to Cintas
Computers/Technology	Control room PCs, Manager PC, Operator PC, (6) monitors, (3) operator iPads
Bobcat MT85	2019 Bobcat MT85 Skid Steer
Volvo L150	2018 Volvo L150 Wheel Loader
Volvo L180 (LEASED)	2019 Volvo L180 Wheel Loader (Inashco to sell to payoff Volvo loan)
Volvo EC300 (LEASED)	2019 Volvo EC300 Crawler Excavator (Inashco to sell to payoff Volvo loan)
Volvo EC160 (LEASED)	2019 Volvo EC160 Crawler Excavator (Inashco to return to Volvo at the end of the lease)
Storage Containers	(3) 40 foot sea containers including shelving, tool boxes, and tools
Site Pickup Truck	2005 Ford F350

Spare Parts (as detailed below)

<u>Stock Items</u>	<u>Location</u>	<u>Qty On Hand</u>
Overband Magnet Open Flange Bearing #A1234 (BPIL-A1234)	BPIL-Storage Barn (BPIL-A881)	6

UCF205-16 1 4-Bolt Flange Bearing #A1546 (INAL-A1546)	BPIL-Container (BPIL-A882)	4
1PLY-CO-63 belt 72" X 163' #A1881 (BPIL-A1881)	BPIL-Storage Barn (BPIL-A881)	1
20x20 Screen Panel INAL-A953 (INAL-A953)	Blue Phoenix Inashco USA Lancaster (BPIL)	4
22209 K 1 1/2 in Bearing (INAL-12_2)	BPIL-Container (BPIL-A882)	6
22210 K-1-3/4 in Bearing (BPIL-12_3)	BPIL-Container (BPIL-A882)	3
22211 K-2 in Bearing (INAL-12_4)	BPIL-Container (BPIL-A882)	11
22215 K-2-7/16 in Bearing (INAL-12_5)	BPIL-Container (BPIL-A882)	4
22217 K Bearing (BPIL-12_6)	BPIL-Container (BPIL-A882)	2
22226 K Bearing (BPIL-12_8)	BPIL-Container (BPIL-A882)	2
22228 K Bearing (BPIL-12_9)	BPIL-Container (BPIL-A882)	2
2XFRB 9/90- 1 3/4 (INAL-11_1)	BPIL-Container (BPIL-A882)	4
36 in replacement V-Plow Urethane blad 1 inx6 inx49 in (BPIL-2_01)	BPIL-Container (BPIL-A882)	1
36" Belt-TM315B50-455 Drum Motor (BPIL-1_11)	BPIL-Storage Barn (BPIL-A881)	1
36" Replacement SCM blade (BPIL-2_02)	BPIL-Container (BPIL-A882)	4
36" replacement segments-Razorback secondary #A1909 (BPIL-A1909)	BPIL-Container (BPIL-A882)	6
36" Return roll-C5-RI-36SB (BPIL-8_13)	BPIL-Storage Barn (BPIL-A881)	5
48 in replacement V-Plow urethane blade 1 inx6 inx67 in (BPIL-2_04)	BPIL-Container (BPIL-A882)	1
48" Eddy Current (INAL-3_09)	Blue Phoenix Inashco USA Lancaster (BPIL)	5
48" Razorback Secondary-Cushion 6" RZ #A1658 (INAL-A1658)	BPIL-Container (BPIL-A882)	6
48" Razorback secondary Urethane blade 6" Width #A1661 (BPIL-A1661)	BPIL-Container (BPIL-A882)	2
48" Razorback secondary- V-tip Tungsten carbide System #A1659 (INAL-A1659)	BPIL-Container (BPIL-A882)	6
48" Replacement SCM blade (BPIL-2_03)	BPIL-Container (BPIL-A882)	3
48" replacement segments-Razorback secondary#A1910 (BPIL-A1910)	BPIL-Container (BPIL-A882)	8
48" Return Roll C5-RI-48SB (BPIL-8_14)	BPIL-Storage Barn (BPIL-A881)	14
48" Urethane Eddy Belt INAL- #A1260 (BPIL-A1260)	Blue Phoenix Inashco USA Lancaster (BPIL)	1
48" Urethane return roll guard#A2245 (BPIL-A2245)	BPIL-Storage Barn (BPIL-A881)	3
5" HD Rubber Disc Return Idler-Shaft CEMA E 2" Shaft#A1789 (BPIL-A1789)	BPIL-Storage Barn (BPIL-A881)	4
6" Orange Skirting#A1538 (INAL-A1538)	BPIL-Container (BPIL-A882)	100
72 in replacement angle plow blade 1 inx4 inx102 in (BPIL-2_05)	BPIL-Container (BPIL-A882)	1
72 in replacement V-Plow urethane blade 1 inx6 inx102 in (INAL-2_06)	BPIL-Container (BPIL-A882)	1
72" Replacement SCM blade (BPIL-2_07)	BPIL-Container (BPIL-A882)	1
72" replacement segments- Razorback secondary#A1911 (BPIL-A1911)	BPIL-Container (BPIL-A882)	12
72" Return roller -D5-RI-72SB (INAL-8_16)	BPIL-Storage Barn (BPIL-A881)	6
72" SCM Primary Cleaner HVY PIPES INAL-A952 (BPIL-A952)	Blue Phoenix Inashco USA Lancaster (BPIL)	1
72" X 100' 2 ply-A1134 (BPIL-A1134)	Blue Phoenix Inashco USA Lancaster (BPIL)	200
755 Powerflex AC Drive (BPIL-A966)	Blue Phoenix Inashco USA Lancaster (BPIL)	1
755 Powerflex AC Drive (BPIL-A967)	Blue Phoenix Inashco USA Lancaster (BPIL)	1
84 in Replacement V-Plow urethane blade 1 inx6 inx118 in (BPIL-2_08)	BPIL-Container (BPIL-A882)	1
84" SCM Replacement blade (BPIL-2_09)	BPIL-Container (BPIL-A882)	2
86" Eddy Current BPIL-3_10 (BPIL-3_10)	Blue Phoenix Inashco USA Lancaster (BPIL)	6
927023_03 (INAL-13_03)	BPIL-Storage Barn (BPIL-A881)	3
96" belt bend pulley-SNL-511-609-2 in Bearing Housing (BPIL-9_09)	BPIL-Container (BPIL-A882)	3
96" Bend pulley-2XFRB 9.5/100-2 in Locking rings (BPIL-11_2)	BPIL-Container (BPIL-A882)	1
96" Conveyor Drive & Tail bearings-SNL 22520-617 3-1/2 in (BPIL-9_01)	BPIL-Container (BPIL-A882)	2
96" SCM Replacement Blade-A1022 (BPIL-A1022)	BPIL-Container (BPIL-A882)	3
96" Scraper Tensioner Pipe-Arch #A1840 (BPIL-A1840)	BPIL-Container (BPIL-A882)	3
ADR Rotor Motor-RX107 DRN225M4/BE32HF/TF (INAL-1_03)	BPIL-Storage Barn (BPIL-A881)	1
ADR/BCS Diverter Plate- #A968 (BPIL-A968)	BPIL-Storage Barn (BPIL-A881)	9
ADR/BCS Fast belt motor-KA127 DRN280S4/RS/TF/NIB (INAL-1_17)	BPIL-Storage Barn (BPIL-A881)	1
ADR/BCS Rotor Blades (BPIL-A926)	BPIL-Storage Barn (BPIL-A881)	52
American Eagle- 72" SCM replacement#A2012 (BPIL-A2012)	BPIL-Container (BPIL-A882)	2
American Eagle- EC High Splitter#A2014 (BPIL-A2014)	BPIL-Storage Barn (BPIL-A881)	1
American Eagle Skirting (INAL-A919)	BPIL-Container (BPIL-A882)	7
American Eagle-36" SCM replacement #A2010 (BPIL-A2010)	BPIL-Container (BPIL-A882)	2
American Eagle-48" SCM replacement #A2011 (BPIL-A2011)	BPIL-Container (BPIL-A882)	3

American Eagle-EC Lower Splitter#A2013 (BPIL-A2013)	BPIL-Storage Barn (BPIL-A881)	1
Arch primary tensioner assembly #A1668 (BPIL-A1668)	BPIL-Container (BPIL-A882)	6
Arch scraper 72" tensioner pipe #A2257 (BPIL-A2257)	BPIL-Storage Barn (BPIL-A881)	1
AX 36- Drive belts- building fans#A1514 (BPIL-A1514)	BPIL-Container (BPIL-A882)	13
AX-26 Drive belts-Building Fan #A1348 (BPIL-A1348)	BPIL-Container (BPIL-A882)	28
BCS Rotor Motor-RX107 DRN225S4/BE32HF/TF (BPIL-1_01)	BPIL-Storage Barn (BPIL-A881)	1
BCS/ADR Separation roller #A1875 (BPIL-A1875)	BPIL-Storage Barn (BPIL-A881)	1
Bearing 22213 EK BRG #A2247 (BPIL-A2247)	BPIL-Container (BPIL-A882)	2
Belt 36" X 300' #A1900 (BPIL-A1900)	BPIL-Storage Barn (BPIL-A881)	300
Belt 96" X 85' 4 PLY 600PIW- A1222 (BPIL-A1222)	BPIL-Storage Barn (BPIL-A881)	2
Belt- CO-63 72" X 136' 3 Ply 330 PIW- BPIL #A1786 (BPIL-A1786)	BPIL-Storage Barn (BPIL-A881)	2
Blade, Replacement, 36 (A286)	BPIL-Storage Barn (BPIL-A881)	1
Blank Screen Mat - 4MM Thick Blind (INAL-4_03)	BPIL-Container (BPIL-A882)	9
Blanks-Orange Flip Flow Screen #A1860 (BPIL-A1860)	BPIL-Storage Barn (BPIL-A881)	5
C5-FL-36SB (INAL-8_04)	BPIL-Storage Barn (BPIL-A881)	10
C6 12 3/4 in Long Flat Ends (BPIL-8_20)	BPIL-Storage Barn (BPIL-A881)	21
C6 52 in Long Return/Flat Flat Ends (BPIL-8_21)	BPIL-Storage Barn (BPIL-A881)	1
Cambelt B4-FL-24SB Flat idler roll#A1666 (INAL-A1666)	BPIL-Storage Barn (BPIL-A881)	9
Cambelt Bearings-2 3/16" Shaft #A1430 (BPIL-A1430)	BPIL-Container (BPIL-A882)	4
Cambelt buckets INAL #A1427 (BPIL-A1427)	BPIL-Storage Barn (BPIL-A881)	41
Cambelt C5 X 4 1/2" Stub Idler #A1532 (INAL-A1532)	BPIL-Container (BPIL-A882)	4
Cambelt Drive bearings 2-15/16" Shaft #A1501 (INAL-A1501)	BPIL-Container (BPIL-A882)	3
Cambelt Gearbox- #A1337 (BPIL-A1337)	BPIL-Storage Barn (BPIL-A881)	2
Cambelt Idler Brackets- CEMA D (BPIL-A1837)	BPIL-Container (BPIL-A882)	10
Cambelt Interior Idler- D6-FL-24SB #A1834 (BPIL-A1834)	BPIL-Container (BPIL-A882)	5
Cambelt take up bearing #A1548 (BPIL-A1548)	BPIL-Container (BPIL-A882)	2
CO-01 Belt 72" X 220 1 ply belt#A1200 (BPIL-A1200)	BPIL-Storage Barn (BPIL-A881)	1
CO-01 Motor-KA97/T DRN160L4/RS (BPIL-1_07)	BPIL-Storage Barn (BPIL-A881)	1
CO-01 TAKE UP-304SS ROD PHD-400X24" (INAL-7_03)	BPIL-Storage Barn (BPIL-A881)	2
CO-02 Motor-KA107 DRN160L4/RS/TF (BPIL-1_08)	BPIL-Storage Barn (BPIL-A881)	1
CO-03 belt#A2184 (BPIL-A2184)	BPIL-Storage Barn (BPIL-A881)	1
CO-03 Return roller-E6-RI-84SB (BPIL-8_17)	BPIL-Storage Barn (BPIL-A881)	2
CO-03 TAKE UP-S4PST-500 18" (BPIL-7_06)	BPIL-Storage Barn (BPIL-A881)	2
CO-04 Return roller-E6-RI-96SB (BPIL-8_18)	BPIL-Storage Barn (BPIL-A881)	2
CO-12- TBCW315B50-455 Drum Motor (BPIL-1_12)	BPIL-Storage Barn (BPIL-A881)	1
CO-51-TM400B60-475 Drum Motor (BPIL-1_13)	BPIL-Storage Barn (BPIL-A881)	1
CO-60/63 TAKE UP-304SS ROD PHD-400X18" (BPIL-7_02)	BPIL-Storage Barn (BPIL-A881)	2
CO-60-72" x 150' 1 Ply 440 X 1/4 X 1/8 #A1832 (BPIL-A1832)	BPIL-Storage Barn (BPIL-A881)	300
CO-61 Belt 48" X 396' - A1058 (BPIL-A1058)	BPIL-Storage Barn (BPIL-A881)	1
CO-61 TAKE UP-304SS ROD PHD-308X48 (BPIL-7_05)	BPIL-Storage Barn (BPIL-A881)	2
CO-61-TM400B60-415 Drum Motor (BPIL-1_15)	BPIL-Storage Barn (BPIL-A881)	1
CO-62- TBCW315B50-475 Drum Motor (BPIL-1_16)	BPIL-Storage Barn (BPIL-A881)	1
CO-64 Belt 48" X 282'#A1882 (BPIL-A1882)	BPIL-Storage Barn (BPIL-A881)	1
CO-64 TAKE UP-304SS ROD PHD-308X36" (BPIL-7_04)	BPIL-Storage Barn (BPIL-A881)	2
CO-64 -TBCW400B60-415 Drum Motor (BPIL-1_14)	BPIL-Storage Barn (BPIL-A881)	1
CO-83 Cambelt #A1426 (BPIL-A1426)	BPIL-Storage Barn (BPIL-A881)	1
Compression Spring-Palla Mill-A1028 (BPIL-A1028)	Blue Phoenix Inashco USA Lancaster (BPIL)	18
Conveyor motor-KA97/T DRN160M4/RS (BPIL-1_09)	BPIL-Storage Barn (BPIL-A881)	1
D5-CIRI-72SB (BPIL-8_15)	BPIL-Storage Barn (BPIL-A881)	1
D5-FL-60SB (INAL-8_06)	BPIL-Storage Barn (BPIL-A881)	12
DEF-55 GAL (INAL-A1000)	Blue Phoenix Inashco USA Lancaster (BPIL)	4
Deregt Skirting Clamps( Big Ben 3 klem) #A1887 (BPIL-A1887)	BPIL-Container (BPIL-A882)	100
Double Ring Bellows-Palla Mill-A1027 (INAL-A1027)	BPIL-Storage Barn (BPIL-A881)	7
Dust collector diaphragms #A1876 (BPIL-A1876)	BPIL-Container (BPIL-A882)	5
Dust collector solenoid valve #A1880 (BPIL-A1880)	BPIL-Container (BPIL-A882)	15

Dust fix bearing-#A1201 (INAL-A1201)	BPIL-Container (BPIL-A882)	3
E6-TU-84SB (INAL-8_10)	BPIL-Storage Barn (BPIL-A881)	5
E6-TU-96SB (INAL-8_12)	BPIL-Storage Barn (BPIL-A881)	3
E6-TUW-36SB (BPIL-8_11)	BPIL-Storage Barn (BPIL-A881)	16
EC Scraper Tension Roll Bearing-AMI-BSHE 206 (INAL-12_10)	BPIL-Container (BPIL-A882)	12
EC Scrapers-Replacement Pivot Arms (Dog Bones) #A1841 (BPIL-A1841)	BPIL-Container (BPIL-A882)	10
EC Stub Shaft, Drive Side (BPIL-A1402)	BPIL-Container (BPIL-A882)	3
EC-01 Coupling/ Clutch #A1304 (BPIL-A1304)	BPIL-Storage Barn (BPIL-A881)	1
EC-01 Magnet motor-DRN112M4/FL/TF (BPIL-1_04)	BPIL-Storage Barn (BPIL-A881)	1
EC-78" GSS Scraper mount #A1898 (BPIL-A1898)	BPIL-Storage Barn (BPIL-A881)	2
EC-Coupling; NES 4T #A1305 (BPIL-A1305)	BPIL-Container (BPIL-A882)	1
EC-Rotor Resistance Temp Sensor #A1301 (INAL-A1301)	BPIL-Container (BPIL-A882)	5
EC-Sensor Adapter #A1302 (INAL-A1302)	BPIL-Container (BPIL-A882)	5
EC-Sensor Connector- Temp Sensor #A1303 (INAL-A1303)	BPIL-Container (BPIL-A882)	5
EC-Stub Shaft; Drive #A1306 (BPIL-A1306)	BPIL-Container (BPIL-A882)	1
EC-Stub Shaft; Non-Drive #A1308 (BPIL-A1308)	BPIL-Container (BPIL-A882)	4
EC-Take up bearing #A1184 (BPIL-A1184)	BPIL-Container (BPIL-A882)	7
Eddy current drive motor-SA67 DRN100L4/TF (BPIL-1_05)	BPIL-Storage Barn (BPIL-A881)	1
Eddy current drive motor-SA67 DRN100L4/TF (BPIL-1_06)	BPIL-Storage Barn (BPIL-A881)	1
Expansion Bolt-Palla Mill -A1030 (BPIL-A1030)	BPIL-Storage Barn (BPIL-A881)	32
Fast Belt Drive Pulley Bearing-SNL 22524-620 4 1/4 in (BPIL-9_02)	BPIL-Container (BPIL-A882)	2
Feeder Bunker belt #A2185 (BPIL-A2185)	BPIL-Storage Barn (BPIL-A881)	1
Flip Flow Hardware- M12X35 Bolt-A1017 (BPIL-A1017)	Blue Phoenix Inashco USA Lancaster (BPIL)	300
Flip Flow Hardware M24 Flat Nut-#A1015 (BPIL-A1015)	Blue Phoenix Inashco USA Lancaster (BPIL)	320
Flip Flow Hardware-Clamping ledge lower #A1943 (BPIL-A1943)	BPIL-Container (BPIL-A882)	30
Flip Flow Hardware-Clamping ledge Upper Members-A1018 (BPIL-A1018)	BPIL-Container (BPIL-A882)	32
Flip Flow Inclination Coil Spring #A1903 (BPIL-A1903)	BPIL-Storage Barn (BPIL-A881)	4
Flip flow- Inclination springs mounting bracket #A1447 (BPIL-A1447)	BPIL-Container (BPIL-A882)	2
Flip Flow- M12x45 stud screw (Counter Sunk bolt)#A1816 (A1816)	BPIL-Container (BPIL-A882)	200
Flip flow- Rubber end pieces for clamping bars #A1814 (BPIL-A1814)	BPIL-Storage Barn (BPIL-A881)	46
Flip flow-Tensioning Element SE 18 (BPIL-5_07)	BPIL-Container (BPIL-A882)	2
Flip Flow-Tensioning Roller R38 (BPIL-5_06)	BPIL-Container (BPIL-A882)	2
FORTRESS INTL MGARD STD KEY-YELLOW#A1663 (INAL-A1663)	BPIL-Container (BPIL-A882)	4
FORTRESS MASTER GREEN KEY #A1664 (BPIL-A1664)	BPIL-Container (BPIL-A882)	4
FORTRESS S40 STYLE HANDLE W/ SHORTTONGUE #A1662 (INAL-A1662)	BPIL-Container (BPIL-A882)	4
FORTRESS S40 STYLE HANDLE W/SHORTTONGUE #A1665 (INAL-A1665)	BPIL-Container (BPIL-A882)	4
Grinding Bar-Palla Mill-A1029 (BPIL-A1029)	BPIL-Storage Barn (BPIL-A881)	30
Grizzly Vibration Motor-MVSI 075/10000-S02 (BPIL-13_01)	BPIL-Storage Barn (BPIL-A881)	1
Guide Spring 400X80X4 MM (INAL-5_03)	BPIL-Container (BPIL-A882)	10
H313 Adapter sleeve #A2249 (BPIL-A2249)	BPIL-Container (BPIL-A882)	2
Harrier 220-Complete Joint Small Discharge #A1641 (BPIL-A1641)	BPIL-Container (BPIL-A882)	1
Harrier 220-Hydraulic motor side conveyor #A1642 (BPIL-A1642)	BPIL-Container (BPIL-A882)	1
HC5-TE-48SBSQ (INAL-8_03)	BPIL-Storage Barn (BPIL-A881)	3
HD5-FL-60SBSQ (INAL-8_08)	BPIL-Storage Barn (BPIL-A881)	1
HD5-TE-14SBSQ (BPIL-8_09)	BPIL-Storage Barn (BPIL-A881)	2
HE 309- Adapter sleeve 1 1/2 in (BPIL-10_1)	BPIL-Container (BPIL-A882)	6
HE 311B 2 in Adapter Sleeve (BPIL-10_2)	BPIL-Container (BPIL-A882)	13
Idler Roller-C5-TE-14SB (BPIL-8_05)	BPIL-Storage Barn (BPIL-A881)	19
Live Shaft - 6 in DIA 104 in RL 2 in shaft-carrying Idler (INAL-8_19)	BPIL-Storage Barn (BPIL-A881)	1
Magnet belt (MG-01/MG-02) #A1845 (BPIL-A1845)	BPIL-Storage Barn (BPIL-A881)	1
Magnets-60mm Pulley shaft Taper lock bushing #A2261 (BPIL-A2261)	BPIL-Container (BPIL-A882)	2
Marshmellow Spring Isolator #A1581 (BPIL-A1581)	BPIL-Container (BPIL-A882)	21
Multiple Belts-S4PST-400X12 TAKE-UP (BPIL-7_01)	BPIL-Storage Barn (BPIL-A881)	2
Orange-Flip Flow screens-American Eagle #A1853 (BPIL-A1853)	BPIL-Storage Barn (BPIL-A881)	14
Overband Magnet Idler Roll #A1374 (BPIL- A1374)	BPIL-Storage Barn (BPIL-A881)	1

Pugmill Screw Flight 01 #A1904 (BPIL-A1904)	BPIL-Storage Barn (BPIL-A881)	1
Pugmill Screw Flight 02 #A1905 (BPIL-A1905)	BPIL-Storage Barn (BPIL-A881)	1
Red rubber skirting-4" X 1/2 "X 50" #A1253 (BPIL-A1253)	BPIL-Container (BPIL-A882)	400
Replacement Blade 84" SCM- INAL-A274 (BPIL-A274)	BPIL-Container (BPIL-A882)	1
Replacement Blades Segment Sets ADR/BCS#A984 (BPIL-A984)	Blue Phoenix Inashco USA Lancaster (BPIL)	8
Replacement GSS Blade 42 in (BPIL-2_13)	BPIL-Container (BPIL-A882)	2
Replacement GSS blade-78" EC belt cleaner #A970 (INAL-A970)	BPIL-Container (BPIL-A882)	3
Replacement SCM Blade 42 in (INAL-2_12)	BPIL-Container (BPIL-A882)	4
Return Roller Drop Brackets 1 1/2" (48" Hoover conveyor)#A1398 (BPIL-A1398)	BPIL-Container (BPIL-A882)	20
Rotor bearing parts-22218 K 3 1/4 Bearing (BPIL-12_7)	BPIL-Container (BPIL-A882)	1
Rotor bearing parts-2XFRB 12.5/160 3 1/4 in Locking rings (BPIL-11_3)	BPIL-Container (BPIL-A882)	1
Rotor bearing parts-HE 318 3 1/4 in Adapter sleeve (BPIL-10_3)	BPIL-Container (BPIL-A882)	1
Rotor bearing-SNL-518-615-3 1/4 in Bearing Housing (BPIL-9_10)	BPIL-Container (BPIL-A882)	1
Rotor clutch Complete assembly #A1677 (BPIL-A1677)	BPIL-Storage Barn (BPIL-A881)	2
Rotor clutch Rubber section only#A1678 (BPIL-A1678)	BPIL-Storage Barn (BPIL-A881)	2
Rubber Apron 1990x355x1MM (BPIL-5_02)	BPIL-Container (BPIL-A882)	3
Rubber Apron 2 000MM (INAL-5_01)	BPIL-Container (BPIL-A882)	7
Rubber Cutting Edge L-150 #A1846 (BPIL-A1846)	BPIL-Storage Barn (BPIL-A881)	1
Rubber Dampners BCS VP #A1269 (BPIL-A1269)	BPIL-Container (BPIL-A882)	42
SAF 522 (BPIL-9_11)	BPIL-Container (BPIL-A882)	1
SAF FRB 10/120 Metric Stab Ring #A2260 (BPIL-A2260)	BPIL-Container (BPIL-A882)	4
SAF-509-1 1/2 in Bearing Housing (INAL-9_07)	BPIL-Container (BPIL-A882)	6
SAF-515-Bearing Housing (INAL-9_03)	BPIL-Container (BPIL-A882)	4
SAF-517-Bearing Housing (BPIL-9_04)	BPIL-Container (BPIL-A882)	2
SAF-526-Bearing Housing (BPIL-9_05)	BPIL-Container (BPIL-A882)	2
SAF-528-Bearing Housing (INAL-9_06)	BPIL-Container (BPIL-A882)	2
Screw Conveyor motor-Baldor #A2186 (BPIL-A2186)	BPIL-Container (BPIL-A882)	1
Separation roller motor-KA29 DRN100LM4/LN (BPIL-1_02)	BPIL-Storage Barn (BPIL-A881)	1
Shaft-Magnet Head Pulley #A2263 (BPIL-A2263)	BPIL-Container (BPIL-A882)	1
SHDM300 #A983 (BPIL-A983)	Blue Phoenix Inashco USA Lancaster (BPIL)	16
Skid Steer Cutting Edge#A1811 (BPIL-A1811)	BPIL-Storage Barn (BPIL-A881)	2
SNL 513-611 Split Bearing Housing #A2252 (BPIL-A2252)	BPIL-Container (BPIL-A882)	2
SNL-510-608 1 3/4 in Bearing Housing (BPIL-9_08)	BPIL-Container (BPIL-A882)	4
SNW-17 x 2-5/16 in Adapter sleeve (BPIL-10_4)	BPIL-Container (BPIL-A882)	2
SNW-18 x 3.3/16- Locking rings (BPIL-11_4)	BPIL-Container (BPIL-A882)	2
Spaleck air cabinet- check valve#A1892 (BPIL-A1892)	BPIL-Container (BPIL-A882)	2
Spaleck Air Springs- #A1839 (BPIL-A1839)	BPIL-Container (BPIL-A882)	6
Spaleck Bearing Sheild (Lagerdeckel) #A979 (INAL-A979)	BPIL-Storage Barn (BPIL-A881)	1
Spaleck- Bolt-Screen mat center clamp #A1897 (BPIL-A1897)	BPIL-Container (BPIL-A882)	18
Spaleck Cardan shaft type 500 #A2255 (BPIL-A2255)	BPIL-Storage Barn (BPIL-A881)	1
Spaleck Labryrinth Ring Fixed Bearing #A980 (BPIL-A980)	BPIL-Storage Barn (BPIL-A881)	1
Spaleck Labryrinth Ring-Floating Bearing #A977 (BPIL-A977)	BPIL-Storage Barn (BPIL-A881)	1
Spaleck main bearing unit #A974 (BPIL-A974)	BPIL-Container (BPIL-A882)	1
Spaleck Ring Fixed Bearing #A976 (BPIL-A976)	BPIL-Container (BPIL-A882)	2
Spaleck Ring Floating Bearing unit (Loslager) #A975 (BPIL-A975)	BPIL-Container (BPIL-A882)	1
Spaleck- Screen mat center clamp #A1896 (BPIL-A1896)	BPIL-Storage Barn (BPIL-A881)	3
Spaleck screen mat tension bolt- M-16x 150 Bolts #A1388 (BPIL-A1388)	BPIL-Container (BPIL-A882)	21
Spaleck Side tension clamp-LHS #A1895 (BPIL-A1895)	BPIL-Storage Barn (BPIL-A881)	1
Spaleck Side Tensioned Rubber Screen Mats #A982 (BPIL-A982)	BPIL-Storage Barn (BPIL-A881)	2
Spaleck Special Ball Washer #A1387 (BPIL-A1387)	BPIL-Container (BPIL-A882)	21
Spaleck V Belt SPB 2120#A981 (BPIL-A981)	BPIL-Container (BPIL-A882)	26
Spaleck V- Sealing Ring #A978 (BPIL-A978)	BPIL-Storage Barn (BPIL-A881)	1
Spaleck-Bar screen RHS #A1262 (BPIL-A1262)	BPIL-Storage Barn (BPIL-A881)	40
Spaleck-Marshmallow mount-ceramic#A1869 (BPIL-A1869)	BPIL-Container (BPIL-A882)	32
Spaleck-Side tension clamp-RHS#A1894 (BPIL-A1894)	BPIL-Storage Barn (BPIL-A881)	1



SR Roll motor-SEW-KA39/A -#A1347 (BPIL-A1347)	BPIL-Container (BPIL-A882)	1
SR-15-0 (BPIL-12_1)	BPIL-Container (BPIL-A882)	2
Steel trough roll-C5-TE-36SB (INAL-8_01)	BPIL-Storage Barn (BPIL-A881)	30
Steel trough roll-C5-TE-48SB (BPIL-8_02)	BPIL-Storage Barn (BPIL-A881)	30
Steel Trough roll-D5-TE-14SB (BPIL-8_07)	BPIL-Storage Barn (BPIL-A881)	24
Super Screw Lacing 60 series #A1831 (BPIL-A1831)	BPIL-Container (BPIL-A882)	15
Super Screw Lacing 80 Series #A1381 (BPIL-A1381)	BPIL-Container (BPIL-A882)	15
Thrust Rod Spring 600X80X10 MM (INAL-5_04)	BPIL-Container (BPIL-A882)	8
Trenso Large Inlet/Outlet Collar #A1554 (BPIL-A1554)	BPIL-Container (BPIL-A882)	9
Trenso Outlet collar #A1553 (BPIL-A1553)	BPIL-Container (BPIL-A882)	1
Trenso screen- Rubber Inlet collar clamps #A1836 (BPIL-A1836)	BPIL-Container (BPIL-A882)	2
Trenso screen-6mm Bull nose screens #A1835 (BPIL-A1835)	BPIL-Storage Barn (BPIL-A881)	5
Trenso screen-rubber balls (BPIL-A1644)	BPIL-Storage Barn (BPIL-A881)	150
Trenso SIK Exzenterspanner-eccenter fixing#A1556 (INAL-A1556)	BPIL-Container (BPIL-A882)	4
Trenso-Ball cage #A1800 (BPIL-A1800)	BPIL-Storage Barn (BPIL-A881)	3
Trenso-Exzenterspanner-eccenter fixing #A1557 (INAL-A1557)	BPIL-Container (BPIL-A882)	4
Trenso-Leather collar SIK - D200x230 #A1552 (INAL-A1552)	BPIL-Container (BPIL-A882)	3
Trenso-Tie rope cables #A1645 (INAL-A1645)	BPIL-Storage Barn (BPIL-A881)	4
TSN 513 L Seal for split housing#A2253 (BPIL-A2253)	BPIL-Container (BPIL-A882)	8
UCF 206-19 1-3/16" 4-Bolt Flange bearing #A1547 (INAL-A1547)	BPIL-Container (BPIL-A882)	4
V plow blade 78 inx 4 in not on invoice (INAL-2_11)	BPIL-Container (BPIL-A882)	4
V-Belt SPA 2182 (BPIL-5_05)	BPIL-Container (BPIL-A882)	13
VCHB-200 (INAL-13_02)	BPIL-Storage Barn (BPIL-A881)	4
VP-02 Motor #A1878 (BPIL-A1878)	BPIL-Storage Barn (BPIL-A881)	4
Wear Plate-Palla Mill-A1026 (BPIL-A1026)	BPIL-Storage Barn (BPIL-A881)	2

## Transferred Equipment

NAME	DESCRIPTION
Grizzly VP-01	Vibrating finger screen. 6" finer spacing with dual vibrating motors
Conveyor CO-60	Over 6" collection conveyor after Grizzly
Conveyor CO-01	Transport conveyor from Grizzly to Spaleck
Conveyor CO-51	Over 2" collection conveyor after Spaleck
Conveyor CO-52	BCS scraper reject conveyor
Conveyor CO-03	Transfer conveyor 1/2" plus from BCS to Flip-Flow
Conveyor CO-04	Transfer conveyor 1/2" minus from BCS to CO-05
Conveyor CO-06	Transfer conveyor ADR to EC-02 (6-12 EC-02)
Conveyor CO-07	Nfc 6-12 transfer conveyor
Conveyor CO-08	Nfc 6-12 weighing conveyor
Conveyor CO-09	Nfc 0-6 transfer conveyor
Conveyor CO-10	Nfc 6-12 transfer conveyor
Conveyor CO-11	Nfc weighing transfer conveyor (CO-09 & CO-10 to CO-12)
Conveyor CO-12	Nfc transfer conveyor
Conveyor CO-61	Long reject conveyor running length of plant. 48" wide belt
Conveyor CO-62	Transfer conveyor from CO-61 to CO-63. 48" wide belt
Conveyor CO-63	ECS Reject collection conveyor
Conveyor CO-64	Final discharge conveyor. Elevating to final pile. 48" wide belt
Structural Steel Supports	All structural steel not directly tied to equipment identified as "retained equipment"
Pallamill Components	Note: This includes all components of the Pallamill System
FB-81	Feeder bunker
CO-81	Cambelt FB-81 to VP-81
VP-81	Finger screen
CO-82	Transfer conveyor 48" wide
PM-81	Pallamill MBE Model 65U

CO-83	Cambelt Pallamill to Trennso
SV-81	Trennso screen - double deck 6mm and 1mm screens
PG-81	Pugmill for fines from Pallamill
DC-81	Dust collector - Donaldson unit
SC-81	Screw conveyor from dust collector to double dump valve
Air Compressor & Dryer	Ingersol Rand rotary air compressor and Parker Zander Dessicant Dryer
Lab Supplies	Includes oven, hand screens, upflow column (HNF/LNF testing), sample crusher
Bunker Blocks	Concrete bunker blocks for bunker creation throughout facility
Camera System	All cameras within the facility including server for camera system
Plumbing	All waterlines, within the Metals Recovery Facility including heat tracing and insulation for the water lines
Electrical	Main eletrical switchgear and all cabling within the Metals Recovery Facility including conduit and cable trays. Cables to be cut at pecker heads of motors for equipment removed from facility.
Metals Recovery Building	A 53,340 SQFT pre-engineered commercial metal building with dimensions of 195' width by 310' length by 53'11" in height

## EXHIBIT B

### Press Release

For immediate release:

Blue Phoenix Inashco and the Lancaster County Solid Waste Authority announce that Inashco's metals recovery facility at the Authority's Frey Farm Landfill has ceased receiving additional ash as of March 1, 2023. The facility began commercial operation on June 1, 2019 and during almost four years of operation processed 573,305 tons of ash from the Authority's waste-to-energy facilities, recovering approximately 26,443 tons of gold, silver, copper and ferrous metal from the ash. Despite joint efforts to improve financial results, lower than expected metal content in the ash and volatile metals prices made it economically not feasible to continue operations.

### Non-disparagement clause:

Blue Phoenix Inashco and the Lancaster County Solid Waste Authority agree that both parties used best efforts to enable the metals recovery facility to be financially successful and that they have mutually cooperated in good faith to terminate the various agreements governing their respective obligations. Both parties intend to convey the foregoing in response to questions concerning their relationship, understanding that the Authority is a public body subject to right to know requests and the Sunshine Act.



## Board Action No. 4 (2)

**ISSUE:** Purchase of Wheel Loader Tires

**BACKGROUND:** LCSWMA utilizes large wheel loaders on the Transfer Station Complex tipping floor to move waste and load transfer trailers. The wheel loader tires are replaced at scheduled intervals to ensure the equipment operates safely and effectively.

**DISCUSSION:** Staff developed a bid package for one set of loader tires based on the required specifications and performance criteria. The bid was publicly advertised, and pricing received from local vendors. One vendor provided a responsive bid meeting all the required specifications. The bid result is listed below.

Company	Price
McCarthy Tire Service	\$36,917

**RECOMMENDATION:** Staff recommends the LCSWMA Board of Directors approve the purchase of Wheel Loader Tires to McCarthy Tire Service of Allentown, PA in the amount of \$36,917.

APPROVED BY THE BOARD OF DIRECTORS:

  
(signature)

March 17, 2023

(date)



### Board Action No. 4 (3)

**ISSUE:** Award of Contract for the Susquehanna Resource Management Complex (SRMC) TMA Building Tipping Floor Repair Project

**BACKGROUND:** The tipping floor in the SRMC TMA Building is subject to an extreme amount of abrasion as a result of waste being pushed along the floor into the transfer trailers. Over time, the surface of the concrete floor and pit edges deteriorate and must be repaired. The TMA Building tipping floor has not been repaired since it was constructed in 2014. The purpose of this project is to install a high strength, abrasion resistant cement topping product on areas of the tipping floor and pit edges that have seen significant wear. The 2023 Capital Budget included \$450,000 for this project.


**DISCUSSION:** LCSWMA staff specified the same repair product and methodology as previously completed projects at the Transfer Station Complex in Lancaster. Stringent product performance specifications were required, with an installer and manufacturer 10-year warranty against wear. A bid package was developed internally using unit pricing for the tipping floor repair and pit edge repair. The unit price bid results are listed below:

Company	Tipping Floor Repair	Pit Edge Repair
Infrastructure Repair Service, LLC	\$88.80 per SF	\$71,800 per Pit

Based on the unit prices provided and the most recent tipping floor survey and inspection LCSWMA staff anticipates completing 5,156 square feet of tipping floor repair as well as one pit edge repair. The total anticipated cost of the project is \$529,653. Infrastructure Repair Service, LLC is a manufacturer-certified installer for the specified repair product and has completed numerous tipping floor repairs at the Lancaster Transfer Station Complex.

**RECOMMENDATION:** Staff recommends the Board of Directors award the contract for the SRMC TMA Building Tipping Floor Repair Project to Infrastructure Repair Service, LLC of Lincoln Park, NJ in the amount of \$529,653.

APPROVED BY THE BOARD OF DIRECTORS:

  
(signature)

March 17, 2023  
(date)

## **Modification Number 2023-1**

Covanta Lancaster, Inc. (the "Company") and Lancaster County Solid Waste Management Authority (the "Authority"), parties to a certain Master Professional Services Agreement, dated as of January 1, 2018, (the "Agreement"), have entered into this Modification Number 2023-1 (this "Modification").

Background. The WTE Unit #3 baghouse project (the "Project") consists of lining the Unit #3 baghouse walls with stainless steel. This constitutes an Upgrade Project under the Service Agreement as it will provide enhanced corrosion and air in leakage resistance while extending the life of the baghouse. It is not a Listed Project, a Recurring Project, or an Operations and Maintenance Expense. The project was previously listed as a "LUP" project on the proposed 2023 Maintenance Plan.

Completion of the Project will reduce the ongoing operations and maintenance expenses associated with future baghouse repairs. Most of the patching and repair work is typically completed during a scheduled baghouse changeout to ensure full access to the work area and to minimize any associated downtime. The Company estimates that completing the upgrades at this time will result in future avoided repair costs of approximately \$12,500 per outage during future bag changeout outages. The Company anticipates three remaining Unit #3 baghouse changeout outages during the remainder of the Service Agreement. This would result in an expected reduction in operations and maintenance expense of approximately \$37,500. Therefore, the Company is requesting reimbursement based on the estimate of \$230,546.39 (\$268,046.39 - \$37,500.00) for the Project, plus the 10% management fee bringing the total to \$253,601.03 subject to cost substantiation upon completion of the work.

THEREFORE, the Authority and the Company, intending to be legally bound and upon the exchange of good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, agree as follows:

1. This is a LCSWMA Modification pursuant to Section 5.10 of the Lancaster Appendix to the Agreement. Each of the capitalized terms not defined in this Modification has the meaning as set forth in the Agreement. This Modification shall also be deemed the Company's Proposal Cost Estimate, the Company's Modification Proposal, the Authority's approval of the Company's Modification Proposal, and the Authority's Notice to Proceed.

2. The Company shall complete the Project as more specifically described in Exhibit "A" attached. The services to be completed by the Company pursuant to this Modification (the "Project Services") will include all work and materials necessary for the design, procurement of all required project materials and work, installation, contract management, startup, and successful completion of testing of the Project in accordance with the acceptance criteria for an Upgrade Project. The Company shall complete the Project Services (including any appropriate testing) during the period February 1, 2023 to April 30, 2023.

3. The Company may contract for the installation and implementation of the Project under this Modification, including but not limited to, all work, labor and materials for the design, procurement of all required materials, installation, project management, permit fees, and startup, as necessary or appropriate. All Project warranties shall be for the benefit of the Authority.

4. Including 10% management fee to Covanta, the cost of the Project is \$253,601.03, subject to adjustment for material price changes as noted in Exhibit A. The Project will reduce future Covanta operations and maintenance expenses in the amount of \$37,500. Accordingly, the Authority shall pay Covanta the price of \$253,601.03 for the Project plus sales and/or use tax (if the tax cannot be included as exempt from payment under the Facility's tax exemption status).

5. No additional operation, maintenance and other costs will arise from operation of the Project. The Annual Base Service Fee in section 1.01 of this Agreement shall not be changed.

6. The Company and the Authority agree to the following terms with regard to the design and construction of the Project:

(a) The preparation for installation of the Project shall occur during the February/March timeframe, subject to the availability of materials. Installation, startup and performance testing of the Project will not require total Facility shutdown or individual process train shutdown periods.

(b) The Company shall provide all design and construction management services as part of the estimated price.

7. Installation and operation of the Project provided under this Modification does not diminish, abrogate, or otherwise affect any of the Company's obligations, covenants, guarantees or representations under the Agreement.

8. This Modification reflects the entire agreement between the parties concerning the Project and supersedes and replaces all prior oral or written negotiations,

agreements, or understandings, with respect to the matters set forth in this Modification. The Authority and the Company ratify and confirm the Agreement as amended by this Modification.

9. The Authority and the Company will cooperate to obtain all consents and authorizations regarding this Modification required under the Amended and Restated Trust Indenture between the Authority and Trustee.

IN WITNESS WHEREOF, the Authority and the Company, intending to be legally bound, have caused this Modification to be executed by their duly authorized representatives and thereby make it effective as of \_\_\_\_\_, 2023.

COVANTA LANCASTER, INC.

By: \_\_\_\_\_  
Vice President

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

By:   
Chief Executive Officer



## **Modification Number 2023-2**

Covanta Harrisburg, Inc. (the "Company") and Lancaster County Solid Waste Management Authority (the "Authority"), parties to a certain Master Professional Services Agreement, dated as of January 1, 2018, (the "Agreement"), have entered this Modification Number 2023-2 (this "Modification").

Background. The elevator at SRMC is an integral part of the plant, providing both LCSWMA and Covanta personnel with safer and quicker access to the upper floors of the plant. The elevator is used extensively daily but is of particular importance during scheduled maintenance outages when various parts and personnel must be transported to the upper levels of the Facility. Due to age, however, the elevator is currently subject to frequent failures in the controls. Repairs to the controls are increasingly difficult due to the lack of available parts. Often, new parts are not available and repairs are completed utilizing refurbished parts.

In order to address the situation and ensure safe and proper operation of the elevator, Covanta is recommending replacement of the existing controls. In addition to the improved safety and reliability, modernization of the controls with non-proprietary controllers will provide better availability of parts needed in the future. As evidenced by the list of exclusions in the attached proposal from Hadfield Elevator, substantial portions of the elevator will not be addressed by the controls upgrade. Therefore, Covanta anticipates that there will still be considerable operations and maintenance expenses associated with maintaining the elevator, with Covanta responsible for those costs.

Replacement of the elevator controls is not a Listed Project, a Recurring Project, or an Operations and Maintenance Expense. Additionally, the work was previously listed as a "HUP" project on the proposed 2023 Maintenance Plan and not clearly identified in the Schedules to the MPSA. The project will be completed in June 2023. A project cost summary for the project estimate reflects direct costs of \$189,590.50. Covanta will receive a five percent fee of \$9,479.53 for the project management/oversight based on anticipated reduced maintenance costs for 2023, bringing the project total to \$199,070.03.

THEREFORE, the Authority and Company, intending to be legally bound and upon the exchange of good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, agree as follows:

1. This is a LCSWMA Modification pursuant to Section 5.10 of the Harrisburg Appendix to the Agreement. Each of the capitalized terms not defined in this Modification has the meaning as set forth in the Agreement. This Modification shall also be deemed the Company's Proposal Cost Estimate, Company's Modification Proposal, the Authority's approval of the Company's Modification Proposal, and the Authority's Notice to Proceed.

2. The Project is more specifically described in Exhibit "A" attached. The services to be completed by the Company pursuant to this Modification (the "Project Services") will include all work and materials necessary for the design, procurement of all

required project materials and work, installation, contract management, startup, and successful completion of testing of the Project in accordance with the acceptance criteria for an Upgrade Project. The Company shall complete the Modification (including any appropriate testing) during the period March 1, 2023 to June 30, 2023.

3. The Company shall contract for the installation and implementation of the Project under this Modification, including but not limited to, all work, labor and materials for the design, procurement of all required materials, installation, project management, permit fees, and startup, as necessary or appropriate. All Project warranties shall be for the benefit of the Authority.

4. The cost of the Project is \$189,590.50, subject to adjustment for material price changes as noted in Exhibit A. The Authority has agreed that the Authority will bear the cost of the Project, with the included 5% management fee paid to Covanta. Accordingly, the Authority shall pay Covanta the price of \$199,070.03 for the Project plus sales and/or use tax (if the tax cannot be included as exempt from payment under the Facility's tax exemption status).

5. No additional operation, maintenance and other costs will arise from operation of the Project. The Annual Base Service Fee in section 1.01 of this Agreement shall not be changed.

6. The Company and the Authority agree to the following terms with regard to the design and construction of the Project:

(a) The preparation for installation of the Project shall occur during the March/April timeframe, subject to the availability of materials. Installation, startup and performance testing of the Project will not require total Facility shutdown or individual process train shutdown periods.

(b) The Company shall provide all design and construction management services as part of the estimated price.

7. Installation and operation of the Project provided under this Modification does not diminish, abrogate, or otherwise affect any of the Company's obligations, covenants, guarantees or representations under the Agreement.

8. This Modification reflects the entire agreement between the parties concerning the Project and supersedes and replaces all prior oral or written negotiations, agreements, or understandings, with respect to the matters set forth in this Modification. The Authority and the Company ratify and confirm the Agreement as amended by this Modification.

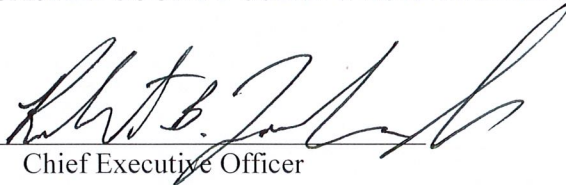
9. The Authority and the Company will cooperate to obtain all consents and authorizations regarding this Modification required under the Amended and Restated Trust Indenture between the Authority and Trustee.

IN WITNESS WHEREOF, the Authority and the Company, intending to be legally bound, have caused this Modification to be executed by their duly authorized representatives and thereby make it effective as of \_\_\_\_\_, 2023.

COVANTA HARRISBURG, INC.

By: \_\_\_\_\_  
Vice President

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

By:   
Chief Executive Officer

## Board Action No. 7

**ISSUE:** Riskconnect Risk Management Master Services Agreement

**BACKGROUND:** The Authority continues to expand and enhance enterprise risk management. In concert with the hiring of Nicole Roy, Risk Analyst, and evaluation of systems, processes, and workflows, there is a need to add certain software services to achieve the desired management structure of corporate risk. An Enterprise Risk Management (ERM) software-as-a-service (SAS) platform offers appropriate tools and functionality to manage all areas of corporate risk such as loss-control project management, policy & claims management, health and safety, business continuity, ESG, and more. The ERM SAS also provides the appropriate resources to build out and collaborate on risk mitigation and offer greater transparency on metrics and compliance. Lastly, the use of an ERM SAS provides an improved consolidation of information for the purposes of reporting to underwriters and third-party loss-control specialists. The use of an ERM SAS will serve as a resource for capturing, retaining, and management of critical procedures and knowledge to support the organization indefinitely.

**DISCUSSION:** Staff conducted an extensive discover process with three ERM SAS platforms (Riskconnect, Origami, and Ventiv). Upon completion of the discovery process, staff determined Riskconnect to be the appropriate ERM SAS platform for current and future objectives. Riskconnect quoted a one-time configuration and implementation fee of \$68,770 and an annual subscription and support fee of \$73,200 (three-year subscription). While other SAS solutions were less in annual subscription fees, staff recommended the features and functionality of Riskconnect better suits the objectives and multiple industries the Authority encompasses.

**RECOMMENDATION:** Staff recommends the Board of Directors approve entering into a Master Services Agreement with Riskconnect for the ERM SAS solution including the configuration cost of \$68,770 and three-year subscription and support service at an annual fee of \$73,200.

APPROVED BY THE BOARD OF DIRECTORS:



(signature)

March 17, 2023

(date)



## Board Action No. 8

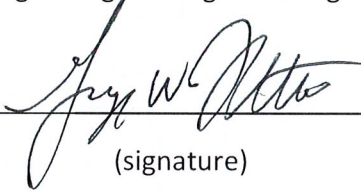
**ISSUE:** Award of Contract for the Frey Farm Landfill Vertical Expansion (FFVE) Stage 3 Engineering and Design Services

**BACKGROUND:** The FFVE Stage 3 Project will increase the capacity of the Frey Farm Landfill with the construction of an additional 1,250 linear feet of Mechanically Stabilized Earthen (MSE) berm and approximately four acres of liner. The final design and development of construction drawings and technical specifications is required to competitively bid and construct the project.

**DISCUSSION:** Staff worked with LCSWMA's landfill consultant, ARM Group of Hershey, to develop a scope of work for the design services required for the FFVE Stage 3 Project. ARM Group provided a proposal for the services with an estimated cost of \$300,000. ARM Group has completed all of the engineering, design, and permitting associated with the FFVE to date. Staff feels ARM Group's knowledge of landfill design and construction, as well as their past experience with the Frey Farm Landfill facility, make them ideally suited to complete these services.

**RECOMMENDATION:** Staff recommends the Board of Directors engage ARM Group of Hershey, PA for the estimated amount of \$300,000 to complete the FFVE Stage 3 Engineering and Design Services.

APPROVED BY THE BOARD OF DIRECTORS:

  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
March 17, 2023  
(date)



## Board Action No. 9

**ISSUE:** Purchase of Leachate Pump Station


**BACKGROUND:** The ancillary work associated with the Frey Farm Vertical Expansion (FFVE) includes modifying the existing leachate conveyance system from a gravity system to a pumped force main system. This modification requires the installation of a new leachate pump station. The pump station will move leachate through force mains to the newly installed storage tanks and then to the LASA force main.

**DISCUSSION:** Staff reviewed site conditions to develop pump specifications. Pricing was solicited for a Gormann-Rupp pump station based on the excellent operability and vendor service for the existing Gormann-Rupp equipment onsite. The pump station is available through the PA Department of General Services COSTARS programs. Pricing is summarized below:

Vendor	Manufacturer	Purchase Price
Envirep, Inc.	Gormann-Rupp	\$398,255

**RECOMMENDATION:** Staff recommends the Board of Directors award the contract for the purchase of a leachate pump station to Envirep, Inc. of Camp Hill, PA in the amount of \$398,255.

APPROVED BY THE BOARD OF DIRECTORS:

  
(signature)

March 17, 2023

(date)



## Board Action No. 10

**ISSUE:** Award of contract for the Frey Farm Landfill (FFLF) Maintenance Building Construction Project

**BACKGROUND:** The construction of Stage 3 of the Frey Farm Landfill Vertical Expansion (FFVE) will require the demolition of the existing FFLF Maintenance Building. In preparation for this work, construction of a new maintenance building is required. The new maintenance building will be approximately 17,000 square feet, incorporating two vehicle maintenance bays, a wash bay, parts and equipment storage, and an office area. The 2023 and 2024 capital budget included a total of \$4,500,000 for this project.

**DISCUSSION:** LCSWMA staff developed a general scope of work for the project and utilized local consultants to complete the design drawings and construction specifications. The bid package was developed internally and, in accordance with the PA Separations Act, included four separate prime contracts; General Construction, HVAC, Plumbing, and Electrical. The bid results are listed below:

### CONTRACT 1 – GENERAL CONSTRUCTION

Company	Total Base Bid
Kinsley Construction, Inc.	\$4,146,969
eciConstruction, LLC	\$4,430,000
Balton Construction Inc.	\$4,897,000
Uhrig Construction Inc.	\$5,197,000

### CONTRACT 2 – HVAC

Company	Total Base Bid
Shannon A. Smith, Inc.	\$492,130
Frey Lutz Corp.	\$509,911
Guy M. Cooper, Inc.	\$568,000
Garden Spot Mechanical, Inc.	\$610,000

### CONTRACT 3 – PLUMBING

Company	Total Base Bid
Frey Lutz Corp.	\$526,705
Guy M. Cooper, Inc.	\$581,500
SSM Industries, Inc.	\$687,000
Garden Spot Mechanical, Inc.	\$790,000

### CONTRACT 4 – ELECTRICAL

Company	Total Base Bid
Edwards Electric & Telecom, Inc.	\$729,469
MidState Mechanical & Electrical, LLC	\$754,900
Shannon A. Smith, Inc.	\$779,000
Meadow Valley Electric, Inc.	\$976,046

**RECOMMENDATION:** Staff recommends the LCSWMA Board of Directors award the contracts for the Frey Farm Landfill (FFLF) Maintenance Building Construction Project to:

Contract 1 – General Construction  
Kinsley Construction, Inc. - \$4,146,969

Contract 2 – HVAC  
Shannon A. Smith, Inc. - \$492,130

Contract 3 – Plumbing  
Frey Lutz Corp. - \$526,705

Contract 4 – Electrical  
Edwards Electric & Telecom, Inc. - \$729,469

Total Project Price – \$5,895,273

APPROVED BY THE BOARD OF DIRECTORS:

  
\_\_\_\_\_  
(signature)

March 17, 2023  
\_\_\_\_\_  
(date)



**RESOLUTION NO. 2023-02**

**LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA**

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND  
IMPLEMENTATION OF A TERMINATION AGREEMENT WITH BLUE PHOENIX  
INASHCO LANCASTER, LLC AND BLUE PHOENIX INASHCO USA, INC.**

**WHEREAS**, the Lancaster County Solid Waste Management Authority and Blue Phoenix Inashco Lancaster, LLC ("BPIL") are parties to an Amended & Restated Service Agreement for Ash Recycling Services dated as of September 22, 2017 (the "Service Agreement") and a Loan Agreement dated as of January 12, 2018 and associated documents including but not limited to a Note, Security Agreement, and Letter of Credit (collectively the "Agreements");

**WHEREAS**, the Agreements provided for the financing, construction and operation of a metals recovery facility on property of the Authority and the Commercial Operation date under the Agreements was June 1, 2019;

**WHEREAS**, on February 14, 2023, BPIL informed the Authority that BPIL intended to cease operations and would not be making any further payments under the Agreements; and

**WHEREAS**, it is appropriate for the Authority to enter into the Termination Agreement attached to this Resolution as Exhibit "A" (the "Termination Agreement") with BPIL and Blue Phoenix Inashco USA, Inc.:

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the Authority that (1) Robert B. Zorbaugh, the Authority's Chief Executive Officer (the "CEO"), acting alone, is authorized and directed, on behalf of the Authority, to: (a) execute: (i) the Termination Agreement with such changes as the CEO deems appropriate and in the interest of the Authority, and (ii) any and all documents in connection with the Termination Agreement, and (b) to take any and all actions the CEO believes necessary or appropriate to implement the Termination Agreement; and (2) all actions previously taken by the CEO in connection with matters related to the Termination Agreement are hereby ratified and approved.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By: 

George W. Rettew, Chair,  
Board of Directors

**RESOLUTION NO. 2023-03**

**LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA**

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND  
DELIVERY OF MODIFICATION NUMBER 2023-1**

**CONCERNING BAGHOUSE #3 TO THE**

**LANCASTER APPENDIX TO THE MASTER PROFESSIONAL SERVICES  
AGREEMENT, DATED JANUARY 1, 2018.**

**WHEREAS**, Covanta Lancaster, Inc. (the "Company") and the Lancaster County Solid Waste Management Authority (the "Authority") are parties to a certain Lancaster Appendix to a Master Professional Services Agreement, dated as of January 1, 2018, (the "Agreement") with respect to the operation and maintenance of the Waste-to-Energy Facility located in Conoy Township, Lancaster County, Pennsylvania (the "Facility");

**WHEREAS**, lining the Facility's Unit #3 baghouse walls with stainless steel will provide enhanced corrosion and air leakage resistance while extending the life of the baghouse; and

**WHEREAS**, it is appropriate to enter into Modification 2023-1 attached to this Resolution (the "Modification") with Covanta Lancaster, Inc.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the Authority that Robert B. Zorbaugh, the Authority's Chief Executive Officer, acting alone, is authorized and directed, on behalf of the Authority, to execute: (a) the attached Modification Number 2023-1, with such changes as he deems appropriate and in the interest of the Authority, and (b) any and all documents in connection with the Modification.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
George W. Rettew, Chair,  
Board of Directors

**RESOLUTION NO. 2023-04**

**LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA**

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND  
DELIVERY OF MODIFICATION NUMBER 2023-2  
CONCERNING ELEVATOR CONTROLS TO THE  
HARRISBURG APPENDIX TO THE MASTER PROFESSIONAL SERVICES  
AGREEMENT, DATED JANUARY 1, 2018.**

**WHEREAS**, Covanta Harrisburg, Inc. (the "Company") and the Lancaster County Solid Waste Management Authority (the "Authority") are parties to a certain Harrisburg Appendix to a Master Professional Services Agreement, dated as of January 1, 2018, (the "Agreement") with respect to the operation and maintenance of the Waste-to-Energy Facility located in Dauphin County, Pennsylvania (the "Facility");

**WHEREAS**, in order to ensure safe and proper operation of the Facility elevator, Covanta has recommended replacement of the existing elevator controls and certain other improvements as detailed in Modification 2023-2 attached to this Resolution;

**WHEREAS**, it is appropriate to enter into Modification 2023-2 (the "Modification") with Covanta Harrisburg, Inc.;

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the Authority that Robert B. Zorbaugh, the Authority's Chief Executive Officer, acting alone, is authorized and directed, on behalf of the Authority, to execute: (a) the attached Modification Number 2023-2, with such changes as he deems appropriate and in the interest of the Authority, and (b) any and all documents in connection with the Modification.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

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

  
George W. Rettew, Chair,  
Board of Directors

**RESOLUTION NO. 2023-05**

**LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA**

**A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A  
RENEWAL OF THE LANCASTER WASTE TO ENERGY (WTE) AND  
SUSQUEHANNA RESOURCE MANAGEMENT COMPLEX (SRMC) FERROUS  
MARKETING AGREEMENT (THE "FERROUS MARKING AGREEMENT")  
BETWEEN**

**SUMMIT RESOURCES GROUP, INC. AND THE LANCASTER COUNTY SOLID  
WASTE MANAGEMENT AUTHORITY, INCLUDING RENEWAL OF THE SECOND  
AMENDMENT TO THE FERROUS MARKETING AGREEMENT**

WHEREAS, the waste to energy facilities of the Lancaster County Solid Waste Management Authority ("LCSWMA") recover ferrous metals which need to be transported and marketed;

WHEREAS, Summit Resources Group, Inc. ("Market") has been transporting and marketing LCSWMA's ferrous metals pursuant to the Ferrous Marketing Agreement, as amended by the Second Amendment; and

WHEREAS, the Board of Directors of LCSWMA (the "Board") has reviewed the attached Renewal of the Ferrous Marketing Agreement, including the Second Amendment as presented to the Board at the March 17, 2023 Board meeting, and finds the Renewal to be in the best interests of LCSWMA.

NOW, THEREFORE, BE IT RESOLVED, by the Board, that LCSWMA's Chief Executive Officer (the "CEO"), Robert B. Zorbaugh, is hereby authorized and directed to take all actions which are necessary or appropriate to renew the Ferrous Marketing Agreement and Second Amendment, with such changes as the CEO determines to be in the best interests of LCSWMA.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
George W. Rettew, Chair,  
Board of Directors

**LANCASTER WASTE-TO-ENERGY (WTE) AND SUSQUEHANNA RESOURCE MANAGEMENT COMPLEX  
(SRMC) FERROUS MARKETING AGREEMENT RENEWAL**

This Renewal (this "Renewal") to the February 27, 2021 Lancaster Waste-to-Energy (WTE) and Susquehanna Resource Management Complex (SRMC) Ferrous Marketing Agreement (the "Agreement"), as amended by the Second Amendment effective June 1, 2022 through February 28, 2023 (the "Second Amendment"), is made by and between the Lancaster County Solid Waste Management Authority ("LCSWMA") and Summit Resources Group, Inc. ("Market").

Background: The Agreement pursuant to its terms automatically renews upon the anniversary date of the Agreement with the same terms and conditions; unless not less than ninety (90) days prior to the anniversary date of the Agreement, either party gives written notice to the other of the desire to renegotiate the terms and conditions or terminate the Agreement. The First Amendment effective March 1, 2022 through May 31, 2022 (the "First Amendment") adjusted the pricing terms and was terminated by the Second Amendment. The Second Amendment provides for monthly adjustment of the transportation fee based on diesel fuel prices. LCSWMA and Market now desire that the Second Amendment automatically renew on the same basis as the Agreement.

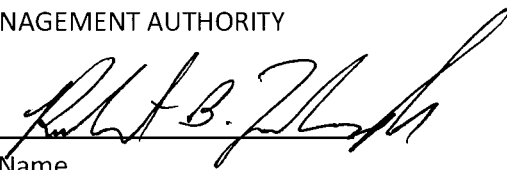
LCSWMA and Market, for and in consideration of the mutual promises and agreements set forth herein, and intending to be legally bound, agree as follows:

Renewal. This Renewal confirms that neither party has given notice of non-renewal, as provided in paragraph 13 of the Agreement, and the term of the Agreement therefore extends to February 29, 2024. This Renewal also extends the Second Amendment through February 29, 2024.

Automatic Renewal of Second Amendment. The transportation pricing mechanism set forth in the Second Amendment will be effective through February 29, 2024 and will thereafter renew annually upon the anniversary date of the Agreement with the same terms and conditions; unless not less than ninety (90) days prior to the anniversary date of the Agreement, either party gives written notice to the other of the desire to renegotiate the terms and conditions or terminate the Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Renewal effective March 1, 2023.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
Name

CEO  
Title

Summit Resources Group, Inc.

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

\_\_\_\_\_  
Title

**RESOLUTION NO. 2023-06**

**LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA**

**A RESOLUTION AUTHORIZING AND APPROVING BINDING CERTAIN  
CASUALTY INSURANCE CONTRACTS BETWEEN RAFFLES INSURANCE, LTD.  
AND LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

WHEREAS, the Lancaster County Solid Waste Management Authority (“LCSWMA” or “the Authority”) utilizes a captive insurance structure, Raffles Insurance, LTD. (“Raffles”), owned by the collective body of insured entities and managed by Captive Resources LLC, for the procurement of General Liability, Business Automobile, and Workers’ Compensation insurances (“Insurances”). Zurich American Insurance Company (“Zurich”) is the fronting carrier.

WHEREAS, the Authority’s current General Liability, Business Automobile, and Workers’ Compensation insurance policies, with collectively \$281,006 in premium, expire March 31, 2023 (“Expiring Policies”);

WHEREAS, the Authority currently has in force the following Expiring Policies: (1) a General Liability policy written by Zurich with a \$2 million limit (premium cost \$108,881); (2) a Business Automobile policy written by Zurich with a \$2 million limit (premium cost \$109,528); and (3) a \$1 million Workers’ Compensation policy written by Zurich (premium cost \$62,597);

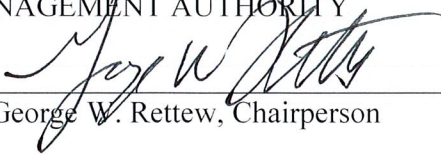
WHEREAS, the Authority provided a renewal submission including required information, including but not limited to, estimated plan-year operating revenues, estimated plan-year salaries and wages, and quantities of covered vehicles.

WHEREAS, the Authority received renewing premium costs for Insurances effective April 1, 2023 of equivalent coverages as the Expiring Policies. The renewing premiums for each policy is: (1) General Liability policy premium cost \$122,227; (2) Business Automobile policy premium cost \$99,736; and (3) Workers’ Compensation policy premium cost \$65,930.

**THEREFORE, BE IT RESOLVED**, that on or before April 1, 2023, the Authority shall bind coverage for the Insurances written through the Raffles Insurance, LTD. insurance captive with coverages substantially equal to, or better than, the Expiring Policies, as determined by the Chief Executive Officer (“CEO”) of the Authority and collective annual premium of \$287,893 (or such other amounts determined acceptable by the CEO of the Authority) for the plan year beginning April 1, 2023; and

**FURTHER RESOLVED**, by the Board of the Authority, that Robert B. Zorbaugh, LCSWMA’s CEO, acting alone, hereby is authorized and directed to take all actions, and to execute and deliver all documents, in the name and on behalf of the Authority, and under its corporate seal or otherwise, and to pay all such expenses, which shall in his judgment be necessary, proper or advisable in order to fully carry out the intent of, and to fully effectuate, the foregoing resolution.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
George W. Rettew, Chairperson

**RESOLUTION NO. 2023-07**

**LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA**

**MID PENN BANK RESOLUTION**

BE IT RESOLVED by the Board of Directors of the Lancaster County Solid Waste Management Authority (the "Authority") as follows:

1. MID PENN BANK, a financial institution organized and existing under the laws of the Commonwealth of Pennsylvania (the "Bank") is hereby designated a depository of the Authority and there may be deposited to its credit in one or more accounts with the Bank, either at its main office or any of its branches, any monies, checks or other instruments of the Authority, subject to the rules and regulations established from time to time by the Bank. Any other property of the Authority may be deposited with the Bank for safekeeping, custody or other purposes. Items for deposit, collection or discount may be indorsed by any person authorized to sign checks, or endorsements thereof may be made in writing or by a stamp and without designation of the person so endorsing.

2. Any one of the following persons: CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, or TREASURER is authorized, on behalf of the Authority and in its name, in accordance with the rules and regulations applicable to such account: (a) to sign checks, drafts, notes, acceptances and other instruments and orders or otherwise arrange for the payment of money or for the withdrawal or delivery of funds or other property at any time held by the Bank for the account of the Authority and to receive any thereof, and to issue written, oral, or mechanical instructions for the conduct of any account of the Authority with the Bank; (b) to accept drafts, and other instruments payable at the Bank, and to waive demand, protest, and notice of protest or dishonor of any instrument made, drawn, or endorsed by the Authority; (c) to endorse, negotiate and receive, or authorize the payment of, the proceeds of, any negotiable or other instruments or orders for the payment of money payable to or belonging to the Authority; (d) to communicate instructions or orders by telephonic, electronic or other means, to make funds transfers, wire transfers, automated clearing house entries and payment orders of any nature for, on behalf of or in the name of the Authority and to delegate such authority from time to time by appointment and removal of such other persons who may conduct such communications; and (e) to enter into agreements with Bank for, on behalf of or in the name of the Authority relating to any of the foregoing, a safe deposit box rental/lease, or any cash management, information, investment, financial or similar services.

3. The Authority authorizes and directs the Bank to accept and pay out of the monies now or hereafter on deposit with the Bank to the credit of the Authority, any and all checks, drafts or other orders drawn upon the Bank in the name of the Authority bearing the facsimile signatures of the persons now or hereafter authorized to sign checks, drafts or other orders on behalf of the Authority, no matter by whom or how said facsimile signature(s) have been impressed thereon, the said facsimile signature(s) to be in the form of a specimen now or hereafter furnished to the Bank.

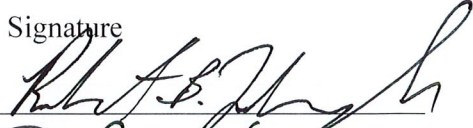
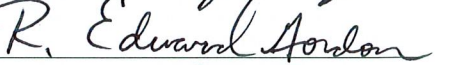



4. Without limiting the foregoing, any one of the following persons: CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, or TREASURER is hereby authorized and empowered, to execute and deliver on behalf of the Authority the attached Bank Deposit Agreement and Bank Investment Management Agreement in accordance with the Authority's Investment Policy and the Trust Deposit Proposed Investment Management and Custodial Fees.

5. Any one of the following persons: CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, or TREASURER is hereby authorized and empowered, at any time or times, on behalf of the Authority and in its name, and upon such terms as such person or persons may determine: (a) to borrow or obtain other financial accommodations from, and engage in any other banking transactions with the Bank on a secured or unsecured basis; (b) to make, execute, endorse, accept and deliver notes, drafts, bills of exchange, acceptances, evidences of indebtedness and other instruments, and security and other agreements of the Authority in or in connection with any transaction; (c) to secure any liability of the Authority to the Bank by granting a security interest in and by pledge, mortgage or assignment, originally and in addition and in substitution, and delivery of any or all of the presently owned or hereafter acquired real, personal, tangible and intangible property of the Authority; and (d) to sell, exchange, purchase or otherwise deal in any such property and to deliver and accept delivery of the same, and the proceeds thereof, and to execute and deliver any agreement, endorsement, deed, transfer or assignment in connection therewith, to or from or through the Bank.

8. The Secretary or Assistant Secretary of the Authority is hereby directed to certify to the Bank a copy of these resolutions and the name of the present incumbents of the offices or positions referred to herein, and to further certify from time to time hereafter the names of any successors to the present incumbents of said offices or positions, together with specimens of their respective signatures and facsimile signatures, and the Bank is hereby authorized, empowered and directed to rely upon any such certificate, unless and until the same shall have been formally modified or rescinded by a subsequent certificate of the Authority actually received by the Bank.

The following persons are officers of the Authority in the capacity set forth opposite his, her or their respective names:

Title	Name	Signature
Co-Executive Officer:	ROBERT B. ZORBAUGH:	
Treasurer:	R. EDWARD GORDON:	
Chief Financial Officer:	DANIEL G. YOUNGS:	

RESOLVED by the Board of the Authority this 17th day of March 2023

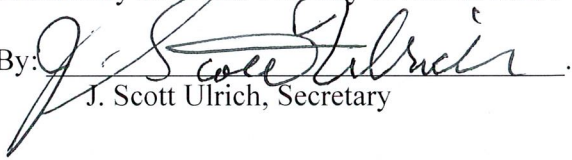
LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
George W. Rettew, Chairperson,  
Board of Directors

I, the undersigned, certify that I am Secretary of LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY (the "Authority"), a municipal authority organized under the laws of PENNSYLVANIA with its principal office located at the following physical address: 1299 HARRISBURG AVE LANCASTER, PA 17603, with a Federal I.D. Number of 236006036.

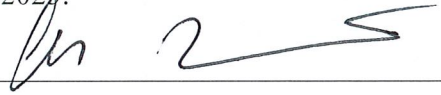
I further certify that at a meeting of the Board of Directors of the Authority, at which a quorum was present, the foregoing resolutions were duly adopted and they have not been modified or rescinded, and are now in full force and effect, and that the same are not in contravention of or in conflict with the charter, article of incorporation or bylaws of the Authority and are in accordance therewith and pursuant thereto:

WITNESS my hand and the seal of the Authority as of this 17th day of March 2023:

By:   
J. Scott Ulrich, Secretary

I, Alexander Henderson, III, General Counsel the Authority, do hereby certify that the Secretary or Assistant Secretary of the Authority is duly authorized to sign and act as above without other signature or countersignature.

WITNESS my hand as of this 17th day of March 2023:

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

Name: Alexander Henderson, III

Title: General Counsel

WITNESSED the signatures above as of this 17th day of March 2023.

\_\_\_\_\_  
Witness

**RESOLUTION NO. 2023-08**

**LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA**

**A RESOLUTION AUTHORIZING AN AGREEMENT OF SALE FOR, AND  
AUTHORIZING THE PURCHASE FROM  
STEVEN J. HEAGY AND HEATHER FREY HEAGY,  
BY DEED IN LIEU OF CONDEMNATION  
REAL ESTATE IN MANOR TOWNSHIP, LANCASTER COUNTY,  
PENNSYLVANIA, KNOWN AS 2610 RIVER ROAD AND  
A THREE YEAR LEASE BACK TO  
STEVEN J. HEAGY AND HEATHER FREY HEAGY**

WHEREAS, The Board of Directors (“Board”) of the Lancaster County Solid Waste Management Authority, Lancaster County, Pennsylvania (“LCSWMA”), has determined that it is appropriate to take steps to acquire a tract of real estate located near LCSWMA’s Frey Farm Landfill;

WHEREAS, LCSWMA, as a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, has the legal authority and power to appropriately acquire by eminent domain real estate for the use of LCSWMA, including but not limited to protection of the viewshed of the Frey Farm Landfill;

WHEREAS, LCSWMA has determined that it is appropriate to authorize the purchase by deed in lieu of condemnation from Steven J. Heagy and Heather Frey Heagy a tract of real estate located in Manor Township, Lancaster County, Pennsylvania, known as 2610 River Road (the “Property”), as more fully described in the Agreement of Sale (the “Agreement”) which is attached to and made a part of this Resolution as Exhibit “A”; and

WHEREAS, in order to facilitate the purchase of the Property, LCSWMA has determined that it is appropriate to authorize the lease back of the Property to Steven J. Heagy and Heather Frey Heagy for a term of three years with a monthly rental of \$1,100 as more fully described in the Lease (the “Lease”) which is attached to and made a part of this Resolution as Exhibit “B”;

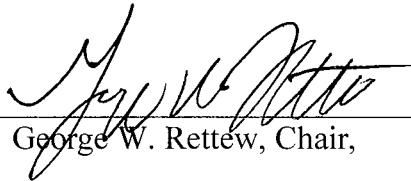
NOW THEREFORE BE IT RESOLVED by the Board that Robert B. Zorbaugh, LCSWMA’s Chief Executive Officer (the “CEO”), is authorized and directed to take all actions which are necessary or appropriate to acquire the Property in lieu of condemnation for the purchase price of Five Hundred and Twenty Two Thousand Dollars (\$522,000);

BE IT FURTHER RESOLVED by the Board that Robert B. Zorbaugh, LCSWMA's Chief Executive Officer (the "CEO"), is authorized and directed to take all actions which are necessary or appropriate to lease the Property in accordance with the Lease; and

BE IT FURTHER RESOLVED, by the Board that the CEO is authorized and directed to take all other actions which are necessary or appropriate in accordance with the Agreement and Lease, including, but not limited to, execution and fulfillment on behalf of LCSWMA of the Agreement and Lease and any amendments thereto, in substantially the same forms presented at this meeting, with such changes as the CEO shall deem appropriate and in the interests of LCSWMA, and all actions taken by the CEO in connection with the acquisition and lease of the Property, including but not limited to the obtaining an appraisal and inspection report, execution of the Agreement and Lease, payments as set forth in the Agreement, the Deed and all closing documents, are hereby ratified, authorized and approved; and

RESOLVED by the Board this 17th day of March 2023.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
George W. Rettew, Chair,

Board of Directors

The undersigned, Secretary of the Board of Directors of the Lancaster County Solid Waste Management Authority, hereby attests that the foregoing resolution was adopted in the regularly scheduled March 17, 2023 meeting of the Board of Directors of the Authority.

  
Secretary, Board of Directors