# LCSWMA

# **Board of Directors | Meeting Minutes**

**DATE:** October 18, 2024

TIME: 7:30 a.m.

#### Attendance

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

**STAFF:** Barnett, Bennett, Brown, Cutarelli, Devaney, Frymyer, Henderson (Legal Counsel), James, Kohr, Marsh, Morris, Patzer, Plasterer, Roy, Sultzbaugh, Youngs, and Zorbaugh.

#### BOARD OF DIRECTORS ABSENT: Eby.

**ALSO PRESENT:** Al Degennaro, Jeff Furmanchin, and J.P. Mascaro III from J.P. Mascaro/Total Recycle, Dan Fellon from ARM Group, Christopher Toevs from CCSWA, 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 called the meeting to order and requested a moment of silence followed by the pledge to the flag.

#### **Public Comment**

None.

#### **Executive Director**

Mr. Youngs opened with a summary of items on the Consent Agenda for Board consideration and approval. Copies of the documents are attached.

#### CONSENT AGENDA: BOARD ACTION NO. 1: MOTION TO AUTHORIZE AND APPROVE:

- 1. Minutes from August 16, 2024.
- 2. August 2024 Disbursements in the Amount of \$9,455,503.52 and September 2024 Disbursements in the Amount of \$9,927,536.49.
- 3. Purchase of new diesel fuel storage tank from Western Global of Troy, MI in the amount of \$117,655.00.
- 4. 2024 Audit Engagement
- 5. Fulton & Truist Signatory Update Resolutions
- 6. 2025 BOD Meeting Schedule.

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

Motion: J. Deerin

Seconded: M. Brubaker

Adopted: Unanimously

Also, Mr. Youngs acknowledged the Operations and Waste Planning teams for diligent collaboration to ensure minimal disruptions through many recent challenges.

Finally, Mr. Youngs presented a detailed focus topic on Future Landfill Capacity, including the introduction of a fifth option for consideration: Diversion and Processing. Mr. Youngs explained that this option does

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not negate the need for landfill capacity and spoke about the timing and usage of our landfill and events that might impact needs.

#### **Director of Finance**

Mr. Bennett delivered a high level overview and analysis of the September 2024 financials, including details on operating revenues from tipping fees and energy, total operating expenses, non-operating revenue, EBITDA, and net income. Mr. Bennett explained that the month-to-date budget variances are more aligned with budget year-to-date.

In addition, Mr. Bennett and Mr. Youngs fielded questions from the Board around the weather-related impact on tip fees and rebound and recovery post SRMC turbine outage.

#### Director of Operations

Mr. Devaney introduced an action item for Board consideration and approval. A copy of the board actions are attached.

BOARD ACTION NO. 2: MOTION TO APPROVE AWARD OF THE CONTRACT FOR SINGLE STREAM RECYCLABLES PROCESSING TO TOTAL RECYCLE, INC. FOR AN ESTIMATED CONTRACT COST OF \$1,070,960 AND TOTAL COST TO LCSWMA, INCLUSIVE OF INTERNAL TRANSPORTATION EXPENSE, IN THE ESTIMATED AMOUNT OF \$1,654,150.

Chairperson Rettew opened the floor to the Board for a motion to approve the action.

Motion: K. Weibel	Seconded: M. Brubaker	Adopted: Unanimously

**Director of Sustainability** 

Ms. Marsh introduced Janine James, LCSWMA's new Public Relations Manager, and offered a brief overview of Ms. James's background and experience. Ms. James thanked the Board for a warm welcome.

#### **2025 Budget Presentation**

The proposed 2025 Operation and Capital Budgets were presented to the Board by the Executive Leadership Team, including budget highlights, a breakout on 2025 waste volumes and rates, energy revenues trends and sensitivities, and a summary and breakout of the 2025 vs. 2024 financial forecast.

In addition, the Executive Leadership Team provided a long-term financial plan, including outlook, initiatives, five-year plan assumptions and operating plan, as well as long-term capital expenditures.

In conclusion, Mr. Youngs delivered keynotes on 2025 tipping rate increases, volatility in capital investments, 2025 debt service details, and items of focus for long-term planning models.

#### **Adjournment**

The Board Meeting adjourned at 9:02 a.m.

APPROVED THE 15<sup>th</sup> DAY OF NOVEMBER 2024.

J. Scott Ulrich, Secretary

#### LCSWMA CHECK AND WIRE DISBURSEMENTS LISTING Aug-24

CHECK #	PAYEE NAME	DATE		AMOUNT
PAYROLL	INOVA	Various	\$	637,382.39
PENSION	EMPOWER	Various	\$	112,365.56
EFT EFT	BAMBORA EXPENSES (CONCUR) BANK FEE - CHECKING ACCOUNT	08/05/24 08/15/24	\$	4,644.51 2,106.93
EFT	COLUMBIA BOROUGH	08/13/24	\$ \$	4,168.00
EFT	REWORLD CAPITAL EXPENDITURES - SRMC AIR HEATER OUTLET DUCTWORK PROJECT	08/21/24	\$	255,656.32
EFT	REWORLD CAPITAL EXPENDITURES - SRMC BURNER CONTROLS PROJECT	08/21/24	\$	11,194.61
EFT	REWORLD CAPITAL EXPENDITURES - SRMC COMPRESSOR REPLACEMENT PROJECT	08/21/24	\$	112,028.44
EFT	REWORLD CAPITAL EXPENDITURES - SRMC CRANE RAIL REPLACEMENT PROJECT	08/21/24	\$	384,993.40
EFT	REWORLD CAPITAL EXPENDITURES - SRMC STACK REFURBISHMENT PROJECT	08/21/24	\$	92,209.06
EFT	REWORLD ELECTRIC FEE HARRISBURG	08/31/24	\$	111,683.13
EFT	REWORLD ELECTRIC FEE LANCASTER	08/30/24	\$	361,910.71
EFT	REWORLD SERVICE FEE HARRISBURG	08/31/24	\$	1,340,933.98
EFT EFT	REWORLD SERVICE FEE LANCASTER HSA PAYMENTS	08/30/24	\$ \$	1,731,931.25
EFT	MERCHANT PARTNERS	Various 08/02/24	ې \$	11,255.32 1,239.81
EFT	WORLDPAY	08/09/24	\$	19,571.46
1232176	A J BLOSENSKI INC	8/9/2024	\$	19,624.84
1232334	AGILITY FUEL SYSTEMS INC	8/30/2024	\$	937.80
1232190	AIRGAS USA, LLC	8/16/2024	\$	1,011.84
1232124	AIRGAS USA, LLC	8/9/2024	\$	83.56
1232345	AIRGAS USA, LLC	8/30/2024	\$	82.28
1232070	AIRGAS USA, LLC	8/1/2024	\$	68.90
1232287	AIRGAS USA, LLC	8/23/2024	\$	66.71
1232201		8/16/2024	\$	1,500.00
1232212 1232370	ALLSPRING GLOBAL INVESTMENTS LLC ALS ENVIRONMENTAL	8/16/2024 8/30/2024	\$ \$	5,553.23 7,645.20
1232370	ALS ENVIRONMENTAL	8/16/2024	ې \$	5,554.00
1232322	ALS ENVIRONMENTAL	8/23/2024	\$	2,518.40
1232147	ALS ENVIRONMENTAL	8/9/2024	\$	1,090.75
1232224	AMAZON CAPITAL SERVICES, INC.	8/16/2024	\$	5,974.22
1232358	AMAZON CAPITAL SERVICES, INC.	8/30/2024	\$	2,546.03
1232299	AMAZON CAPITAL SERVICES, INC.	8/23/2024	\$	1,935.06
1232135	AMAZON CAPITAL SERVICES, INC.	8/9/2024	\$	825.29
1232081	AMAZON CAPITAL SERVICES, INC.	8/1/2024	\$	58.11
1232310	AMBIENT AIR QUALITY SERVICES, INC.	8/23/2024	\$	6,625.00
1232382	APEX ADVERTISING INC	8/30/2024	\$	1,189.06
1232393 1232158	ARM GROUP INC ARM GROUP INC	8/30/2024 8/9/2024	\$ \$	57,797.67 56,825.76
1232138	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	8/30/2024	\$	1,119.24
1232170	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	8/9/2024	\$	1,079.93
1232093	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	8/1/2024	\$	720.44
1232329	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	8/23/2024	\$	402.49
1232104	BARLEY SNYDER	8/1/2024	\$	133,202.92
1232249	BARLEY SNYDER	8/16/2024	\$	23,022.25
1232260	BEILER HYDRAULIC INC	8/16/2024	\$	3,751.94
1232418	BERGEY'S TRUCK CENTER - WRIGHTSVILLE	8/30/2024	\$	296.26
1232428 1232271	BERGEY'S TRUCK CENTERS - LEBANON BERKSHIRE SYSTEMS GROUP, INC.	8/30/2024 8/16/2024	\$ \$	1,341.28 471.50
1232330	BFPE INTERNATIONAL INC	8/23/2024	\$	1,050.00
1232272	BIG CRACK AUTO GLASS	8/16/2024	\$	715.00
1232335	BIG CRACK AUTO GLASS	8/30/2024	\$	99.95
1232181	BRIMMER LICENSE SERVICE INC	8/9/2024	\$	78.00
1232331	BRODERICKS LANDSCAPING CONTRACTING LLC	8/23/2024	\$	8,405.00
1232336	BUD'S SPRING & SUSPENSION INC	8/30/2024	\$	1,558.07
1232337	CALL2RECYCLE, INC	8/30/2024	\$	405.36
1232338	CAPITAL REGION WATER	8/30/2024	\$	88,233.26
1232187	CAPITAL REGION WATER	8/9/2024	\$	87,069.61
1232071		8/1/2024	\$ \$	20,123.26
1232352	CARDMEMBER SERVICE	8/30/2024 8/9/2024	ې \$	11,691.50
1232188 1232332	CARGAS SYSTEMS, INC. CARGAS SYSTEMS, INC.	8/9/2024 8/23/2024	ې \$	1,562.50 1,562.50
1232087	CAROLAS STATEMS, INC.	8/1/2024	\$	1,000.00
1232109	CASELLA MID-ATLANTIC LLC	8/1/2024	\$	19,002.22
1232191	CINTAS CORPORATION	8/16/2024	\$	2,904.77
1232189	CINTAS CORPORATION	8/9/2024	\$	2,202.17
1232339	CINTAS CORPORATION	8/30/2024	\$	1,850.26
1232275	CINTAS CORPORATION	8/23/2024	\$	1,092.43

1232118	CINTAS CORPORATION	8/1/2024	\$ 549.55
1232273	CINTAS CORPORATION	8/23/2024	\$ 244.76
1232301	CITY OF LANCASTER	8/23/2024	\$ 1,372.45
1232177	CITY OF LANCASTER - STREETS	8/9/2024	\$ 594.25
1232274	CLEAN EARTH INC	8/23/2024	\$ 1,753.32
1232340	CLEAN ENERGY	8/30/2024	\$ 2,455.37
1232125	CLEAN ENERGY	8/9/2024	\$ 2,401.19
1232111	CLEVELAND BROTHERS EQUIPMENT CO., INC.	8/1/2024	\$ 440,000.00
1232341	COLLIFLOWER INC	8/30/2024	\$ 1,549.71
1232276	COLLIFLOWER INC	8/23/2024	\$ 316.78
1232342	COLONY PAPERS INC	8/30/2024	\$ 341.25
1232343	COLUMBIA BOROUGH POLICE DEPT.	8/30/2024	\$ 295.68
1232277	COMCAST	8/23/2024	\$ 6,274.60
1232333	COMCAST	8/23/2024	\$ 6,228.52
1232120	COMCAST	8/1/2024	\$ 181.51
1232344			181.51
	COMCAST	8/30/2024	\$
1232192	COMCAST	8/16/2024	\$ 148.78
1232126	COMMONWEALTH OF PA	8/9/2024	\$ 120.00
1232278	COMMONWEALTH OF PA	8/23/2024	\$ 60.00
1232346	COMPUTER DESIGN & INTEGRATION LLC	8/30/2024	\$ 3,865.40
1232127	CONCUR TECHNOLOGIES INC	8/9/2024	\$ 1,289.98
1232121	CONNECT HOLDING II LLC	8/1/2024	\$ 167.14
1232347	CONNECT HOLDING II LLC	8/30/2024	\$ 167.14
1232193	CONOY TOWNSHIP	8/16/2024	\$ 67,472.76
1232279	Constellation Energy Corporation	8/23/2024	\$ 12.99
1232348	COVANTA ENVIRONMENTAL SOLUTIONS, LLC	8/30/2024	\$ 431.00
1232194		· · · ·	\$
	CREDIT BUREAU OF LANCASTER COUNTY	8/16/2024	142.50
1232195	CROWN CASTLE FIBER LLC	8/16/2024	\$ 2,202.10
1232282	CRYSTAL SPRINGS	8/23/2024	\$ 2,094.68
1232129	CRYSTAL SPRINGS	8/9/2024	\$ 50.43
1232130	CYCLE CHEM	8/9/2024	\$ 23,678.94
			915.00
1232349	CYCLE CHEM	8/30/2024	\$
1232196	DataMartIn	8/16/2024	\$ 10,740.00
1232283	DataMartIn	8/23/2024	\$ 1,625.00
1232131	DAVIS LANDSCAPE LTD	8/9/2024	\$ 7,695.00
1232132	Deer Country Farm & Lawn	8/9/2024	\$ 722.83
1232122	DELL BUSINESS CREDIT	8/1/2024	\$ 1,089.58
1232197	DELL BUSINESS CREDIT	8/16/2024	\$ 945.50
1232284	DIXIE LAND ENERGY LLC	8/23/2024	\$ 41,142.78
1232350	DIXIE LAND ENERGY LLC	8/30/2024	\$ 23,417.77
1232133	DIXIE LAND ENERGY LLC	8/9/2024	\$ 22,666.51
1232198	DIXIE LAND ENERGY LLC	8/16/2024	\$ 3,561.30
1232123	DLT SOLUTIONS LLC	8/1/2024	\$ 1,676.90
1232199	DONCIN TRANSPORT INC	8/16/2024	\$ 3,000.00
1232351	DONCIN TRANSPORT INC	8/30/2024	\$ 750.00
1232134	D-S PIPE & STEEL SUPPLY LLC	8/9/2024	\$ 245.64
1232105	Dumpster Dudez of Lancaster	8/1/2024	\$ 1,247.15
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1232178	EAGLE DISPOSAL	8/9/2024	\$ 8,393.83
1232106	EAST DONEGAL TOWNSHIP OFFICE	8/1/2024	\$ 6,079.20
1232262	EAST HEMPFIELD TOWNSHIP OFFICE	8/16/2024	\$ 19,215.07
1232200	EASTERN LIFT TRUCK CO INC	8/16/2024	\$ 325.88
1232136	Eastern Time Inc	8/9/2024	\$ 675.00
1232137	EDWARDS ELECTRIC & TELECOM INC	8/9/2024	\$ 40,135.50
	ELEMENT ONE INC	8/16/2024	
1232202			\$ 910.00
1232072	ELIZABETHTOWN BOROUGH	8/1/2024	\$ 32,395.00
1232363	EM HERR FARM & HOME CENTER	8/30/2024	\$ 55.94
1232138	EMAXX CENTRAL PA, LLC	8/9/2024	\$ 1,095.25
1232139	F&B RUBBERIZED, INC.	8/9/2024	\$ 3,790.50
1232354	FASTENAL COMPANY	8/30/2024	\$ 358.50
1232140	FISHER AUTO PARTS INC	8/9/2024	\$ 1,978.20
1232263	FRANKLIN & MARSHALL COLLEGE	8/16/2024	\$ 478.38
1232203	FREEHOLD CARTAGE INC	8/16/2024	\$ 1,350.00
1232285	FREEHOLD CARTAGE INC	8/23/2024	\$ 1,350.00
1232355	FREEHOLD CARTAGE INC	8/30/2024	\$ 1,350.00
1232073	FREY LUTZ CORPORATION	8/1/2024	\$ 4,514.54
1232359	FREY LUTZ CORPORATION	8/30/2024	\$ 1,773.75
1232204	FREY LUTZ CORPORATION	8/16/2024	\$ 472.25
1232286	FREY LUTZ CORPORATION	8/23/2024	\$ 192.50
1232074	FULTON FINANCIAL ADVISORS	8/1/2024	\$ 1,375.00
1232288	GARBER SCALE COMPANY	8/23/2024	\$ 3,118.50
	GARBER SCALE COMPANY	8/16/2024	\$ 1,206.25
1232205			
1232360	GENERAL RECREATION INC	8/30/2024	\$ 552.27
1232141	GENSERVE, LLC	8/9/2024	\$ 27,003.50

1232264	GOOD'S DISPOSAL SERVICE	8/16/2024	\$	321,020.37
1232206	GRAYBILL EQUIPMENT & REPAIR INC	8/16/2024	\$	619.17
1232289	GROFF TRACTOR & EQUIPMENT, INC.	8/23/2024	\$	3,279.88
1232142	GROFF TRACTOR & EQUIPMENT, INC.	8/9/2024	\$	2,690.90
1232361	HAJOCA CORPORATION	8/30/2024	\$	176.40
1232362	HALDEMAN EQUIPMENT COMPANY LLC	8/30/2024	\$	462.50
1232143	Harbor Freight Tools USA, Inc.	8/9/2024	\$	480.35
1232290	HDR ENGINEERING INC	8/23/2024	\$	3,102.50
1232116	HEMPFIELD SCHOOL DISTRICT	8/1/2024	\$	10,560.81
1232075	HENRY D. HANK	8/1/2024	\$	1,000.00
1232207	Hershey Entertainment & Resorts Co.	8/16/2024	\$	6,094.25
1232409	HH GRAPHICS INC	8/30/2024	\$	1,564.50
1232096	HH GRAPHICS INC	8/1/2024	\$	718.50
1232166	HH GRAPHICS INC	8/9/2024	\$	254.00
1232316	HH GRAPHICS INC	8/23/2024	\$	131.50
1232291	HIGHWAY EQUIPMENT & SUPPLY CO INC	8/23/2024	\$	10,022.31
				-
1232364	HIGHWAY EQUIPMENT & SUPPLY CO INC	8/30/2024	\$	8,696.59
1232144	HIGHWAY EQUIPMENT & SUPPLY CO INC	8/9/2024	\$	3,707.62
1232208	HIGHWAY EQUIPMENT & SUPPLY CO INC	8/16/2024	\$	1,724.09
1232365	HILLYARD INC - LANCASTER	8/30/2024	\$	164.23
1232292	HILLYARD INC - LANCASTER	8/23/2024	\$	84.11
1232145	HUNTER KEYSTONE PETERBILT	8/9/2024	\$	534.74
1232366	HUNTER KEYSTONE PETERBILT	8/30/2024	\$	135.99
1232076	HUNTER KEYSTONE PETERBILT	8/1/2024	\$	88.81
1232077	IMAGEFIRST	8/1/2024	\$	767.91
1232367	IMAGEFIRST	8/30/2024	\$	701.45
1232293	INTERGOVERNMENTAL INSURANCE COOPERATIVE	8/23/2024	\$	159,655.77
1232294	J C EHRLICH CO INC	8/23/2024	\$	78.18
		· · · ·		
1232265	JBS HAULING	8/16/2024	\$	10,547.57
1232317	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	8/23/2024	\$	719.04
1232097	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	8/1/2024	\$	207.77
1232211	JONATHAN FREY BUILDING & REMODELING LLC	8/16/2024	\$	2,756.34
1232371	JONATHAN FREY BUILDING & REMODELING LLC	8/30/2024	\$	2,003.00
1232148	JONATHAN FREY BUILDING & REMODELING LLC		\$	246.75
		8/9/2024		
1232213	JRT CALIBRATION SERVICES	8/16/2024	\$	805.00
1232217	K T GRAHAM INC	8/16/2024	\$	75.26
1232149	KATHRYN SANDOE LLC	8/9/2024	\$	3,200.00
1232372	KAUFFMAN'S SEPTIC SERVICE	8/30/2024	\$	270.00
1232295	KAUFFMAN'S SEPTIC SERVICE	8/23/2024	\$	187.50
1232296	KBS INC		\$	1,426.85
		8/23/2024		-
1232373	KEN'S TRUCK REPAIR INC	8/30/2024	\$	66.83
1232297	KEPT COMPANIES, INC.	8/23/2024	\$	2,166.06
1232150	KEPT COMPANIES, INC.	8/9/2024	\$	2,163.53
1232376	KEPT COMPANIES, INC.	8/30/2024	\$	2,149.69
1232214	KEPT COMPANIES, INC.	8/16/2024	\$	2,107.86
1232215	KINSLEY CONSTRUCTION INC.	8/16/2024	\$	-
		· · · ·		854,379.18
1232377	KINSLEY CONSTRUCTION INC.	8/30/2024	\$	18,644.98
1232300	KIRCHNER MOBILE REPAIR	8/23/2024	Ş	2,644.74
1232079	KI-WE CLEANING	8/1/2024	\$	1,750.00
1232378	KI-WE CLEANING	8/30/2024	\$	1,400.00
1232216	KREIDER MULCH FARMS, INC.	8/16/2024	\$	56.60
1232379	KZ PHOTO INC.	8/30/2024	\$	600.00
1232152		8/9/2024	\$	63,453.40
1232218	LANCASTER AUTO PARTS (NAPA)	8/16/2024	\$	51.24
1232151	LANCASTER CHAMBER	8/9/2024	\$	2,000.00
1232220	LANCASTER CITY ALLIANCE	8/16/2024	\$	10,000.00
1232219	LANCASTER COUNTY CONSERVANCY	8/16/2024	\$	40,000.00
1232328	LANCASTER GENERAL HEALTH	8/23/2024	\$	1,648.00
1232302	LANCASTER STARTER & ALTERNATOR INC	8/23/2024	\$	479.00
1232179	LANCASTER TOWNSHIP OFFICE	8/9/2024	\$	12,073.84
1232115	LCTCB REAL ESTATE TAX GROUP	8/1/2024	\$	97,140.70
1232080	LEAF	8/1/2024	\$	2,442.18
1232082	Lee Supply Co Inc	8/1/2024	\$	1,465.00
1232083	LEZZER LUMBER	8/1/2024	\$	84.77
1232380			\$	591.10
	LH BRUBAKER APPLIANCES INC	8/30/2024		
1232084	LINDA M. GLADFELTER	8/1/2024	\$	1,031.25
1232308	LINDE GAS & EQUIPMENT INC.	8/23/2024	\$	446.75
1232161	LINDE GAS & EQUIPMENT INC.	8/9/2024	\$	197.49
1232180	LITITZ BOROUGH OFFICE	8/9/2024	\$	6,758.52
1232119	LITTLE CONESTOGA CREEK FOUNDATION	8/1/2024	\$	70,000.00
1232381	LOWE'S	8/30/2024	\$	3,758.34
1232153	LOWE'S	8/9/2024	\$	1,132.92
1232303	LOWE'S	8/23/2024	\$	315.01

1232221	LYTX INC	8/16/2024	\$ 4,672.00
1232383	LYTX INC	8/30/2024	\$ 515.00
1232246	MACRO RETAILING LLC	8/16/2024	\$ 476.97
1232095	MACRO RETAILING LLC	8/1/2024	\$ 152.99
1232384	MAHANTANGO ENTERPRISES INC	8/30/2024	\$ 1,834.47
1232266	MAN CONTRACTING INC	8/16/2024	\$ 2,130.76
1232182	MANHEIM BOROUGH OFFICE	8/9/2024	\$ 4,405.38
1232385	MANHEIM HYDRAULICS LLC	8/30/2024	\$ 283.06
1232222	MANHEIM TOWNSHIP COMMISSIONERS	8/16/2024	\$ 19,643.55
1232117	MANHEIM TOWNSHIP SCHOOL DISTRICT	8/1/2024	\$ 17,190.38
1232225	MANOR TOWNSHIP	8/16/2024	\$ 111,485.30
1232154	MANOR TOWNSHIP	8/9/2024	\$ 1,082.16
1232085	MCI WORLDCOM	8/1/2024	\$ 56.87
1232386	MCI WORLDCOM	8/30/2024	\$ 56.87
1232387	MEADOW VALLEY ELECTRIC INC	8/30/2024	\$ 9,145.00
1232304	MENDENHALL'S REFRIGERANT RECOVERY	8/23/2024	\$ 4,776.00
1232388	MESSICK'S	8/30/2024	\$ 152.45
			\$
1232226	MESSICK'S	8/16/2024	46.40
1232155	MESSICK'S	8/9/2024	\$ 16.05
1232086	MESSICK'S	8/1/2024	\$ 10.71
1232227	Met-Ed	8/16/2024	\$ 6,071.91
1232183	MILLERSVILLE BOROUGH OFFICE	8/9/2024	\$ 3,997.89
1232375	MOTOR TRUCK EQUIPMENT COMPANY	8/30/2024	\$ 6,921.47
1232078	MOTOR TRUCK EQUIPMENT COMPANY	8/1/2024	\$ 1,430.41
	-		-
1232326	MOUNT JOY BOROUGH	8/23/2024	\$ 6,680.08
1232184	MOUNT JOY TOWNSHIP	8/9/2024	\$ 7,106.34
1232108	MOUNTVILLE BOROUGH OFFICE	8/1/2024	\$ 2,352.43
1232267	NEW HOLLAND BOROUGH	8/16/2024	\$ 2,229.31
1232305	NEW PIG CORPORATION	8/23/2024	\$ 1,225.55
1232389	NEW PIG CORPORATION	8/30/2024	\$ 786.76
1232156	NIKOLAUS & HOHENADEL LLP	8/9/2024	\$ 2,320.92
1232209	NOTION SOLUTIONS, INC.	8/16/2024	\$ 14,175.00
1232128	NUTRIEN AG SOLUTIONS	8/9/2024	\$ 46.00
1232228	OTIS ELEVATOR COMPANY	8/16/2024	\$ 1,750.80
1232313	P. L. ROHRER & BRO., INC.	8/23/2024	\$ 1,835.00
1232229	PARAGON ENGINEERING SERVICES	8/16/2024	\$ 1,000.00
1232268	Patriot Container & Disposal	8/16/2024	\$ 311.03
1232390	PENN POWER GROUP	8/30/2024	\$ 3,339.30
1232185	PENWAY CONSTRUCTION	8/9/2024	\$ 193.25
1232157	PPC LUBRICANTS, INC	8/9/2024	\$ 8,485.15
1232306	PPC LUBRICANTS, INC	8/23/2024	\$ 2,819.46
1232230	PPC LUBRICANTS, INC	8/16/2024	\$ 984.50
1232391	PPC LUBRICANTS, INC	8/30/2024	\$ 326.00
1232160	PPL ELECTRIC UTILITIES - ST LOUIS	8/9/2024	\$ 5,735.93
1232089	PPL ELECTRIC UTILITIES - ST LOUIS	8/1/2024	\$ 4,208.87
1232231	PPL ELECTRIC UTILITIES - ST LOUIS	8/16/2024	\$ 1,851.72
1232392	PPL ELECTRIC UTILITIES - ST LOUIS	8/30/2024	\$ 1,234.26
1232307	PPL ELECTRIC UTILITIES - ST LOUIS	8/23/2024	\$ 253.13
1232394	PURE WATER TECHNOLOGY	8/30/2024	\$ 345.00
	QUALITY MACHINE REPAIR LLC		
1232232	-	8/16/2024	\$ 255.74
1232309	QUALITY MACHINE REPAIR LLC	8/23/2024	\$ 131.84
1232395	QUALITY MACHINE REPAIR LLC	8/30/2024	\$ 95.55
1232233	RCO Enterprises Inc	8/16/2024	\$ 4,865.00
1232396	RegenAll Inc	8/30/2024	\$ 450.00
1232090	REPUBLIC SERVICES, INC.	8/1/2024	\$ 3,103.72
1232397	RESPOND FIRST AID SYSTEMS	8/30/2024	\$ 2,431.66
1232337			\$
	RESPOND FIRST AID SYSTEMS	8/23/2024	288.54
1232162	RKL LLP	8/9/2024	\$ 7,044.11
1232168	ROBERT K. SKACEL JR	8/9/2024	\$ 568.75
1232312	Rogo Fastener Co Inc	8/23/2024	\$ 656.99
1232234	SAF-GARD SAFETY SHOE CO., INC.	8/16/2024	\$ 319.98
1232398	SAF-GARD SAFETY SHOE CO., INC.	8/30/2024	\$ 124.99
1232237	SALARY.COM, LLC	8/16/2024	\$ 5,700.00
			-
1232238	SCHAAD DETECTIVE AGENCY INC	8/16/2024	\$ 960.00
1232399	SCOTTY'S PAINTING & PAPER HANGING, INC.	8/30/2024	\$ 980.00
1232314	SCS ENGINEERS, PC	8/23/2024	\$ 3,346.25
1232239	SCS ENGINEERS, PC	8/16/2024	\$ 2,914.57
1232091	SCS ENGINEERS, PC	8/1/2024	\$ 2,764.21
1232240	SECURITY ACCESS ETC	8/16/2024	\$ 548.25
1232092	SECURITY ACCESS ETC	8/1/2024	\$ 238.00
1232403	SERVICE TIRE TRUCK CENTERS INC	8/30/2024	\$ 42,546.12
1232243	SERVICE TIRE TRUCK CENTERS INC	8/16/2024	\$ 15,147.63
1232094	SERVICE TIRE TRUCK CENTERS INC	8/1/2024	\$ 2,827.06

1232163	SHANNON A SMITH INC	8/9/2024	\$	43,141.63
1232164	SIDIUM SOLUTIONS, INC.	8/9/2024	\$	1,622.50
1232244	SIKICH LLP	8/16/2024	\$	2,933.50
1232404	SIKICH LLP	8/30/2024	\$	1,513.14
1232405	SLAYMAKER ELECTRIC MOTOR & SUPPLY CO	8/30/2024	\$	165.00
1232165	SNAP-ON TOOLS CORP	8/9/2024	\$	295.00
1232269	SNYDER & MYLIN EXCAVATING	8/16/2024	\$	822.89
1232368	Somerset Welding & Steel Inc	8/30/2024	\$	171,079.20
1232210	Somerset Welding & Steel Inc	8/16/2024	\$	17,477.98
1232406	STEWART-AMOS EQUIPMENT CO	8/30/2024	\$	1,051.10
1232245 1232408	STEWART-AMOS EQUIPMENT CO SUN LIFE ASSURANCE COMPANY OF CANADA	8/16/2024	\$ \$	322.60
1232408	SUSQUEHANNA NATIONAL HERITAGE AREA	8/30/2024 8/16/2024	\$	8,380.44 7,083.33
1232247	TALCO HOME IMPROVEMENT LLC	8/16/2024	\$	279.00
1232315	THE BURG	8/23/2024	\$	3,600.00
1232353	TODD ESHLEMAN	8/30/2024	\$	2,512.31
1232410	TOMLINSON BOMBERGER	8/30/2024	\$	488.00
1232426	TOP OF THE LINE ROOFING	8/30/2024	\$	278.78
1232248	TOTALRECYCLE, INC	8/16/2024	\$	134,928.28
1232411	TRI ENVIRONMENTAL INC	8/30/2024	\$	968.00
1232167	TRIANGLE COMMUNICATIONS INC	8/9/2024	\$	3,122.00
1232250	TRIANGLE COMMUNICATIONS INC	8/16/2024	\$	801.00
1232412	TRUCK PARTS PLUS INC	8/30/2024	\$	338.39
1232098	UGI CORPORATION	8/1/2024	\$	27,958.98
1232169	UGI CORPORATION	8/9/2024	\$	8,617.66
1232318	UGI CORPORATION	8/23/2024	\$	7,412.77
1232413	UGI CORPORATION	8/30/2024	\$	93.87
1232251	UGI CORPORATION	8/16/2024	\$	28.72
1232414	UGI ENERGY SERVICES LLC	8/30/2024	\$	36,929.42
1232252	UGI ENERGY SERVICES LLC	8/16/2024	\$	10,216.33
1232415		8/30/2024	\$	1,048.07
1232099	UNITED ELECTRIC SUPPLY COMPANY	8/1/2024	\$	1,501.47
1232171		8/9/2024	\$	326.89
1232416		8/30/2024	\$ \$	81.66
1232319 1232253	UNITED PARCEL SERVICE UNITED PARCEL SERVICE	8/23/2024	ې \$	45.40 42.14
1232233	UTILITY KEYSTONE TRAILERS, INC	8/16/2024 8/30/2024	\$	290.63
1232417	UTILITY KEYSTONE TRAILERS, INC	8/9/2024	\$	65.00
1232100	VERIZON	8/1/2024	\$	9,231.46
1232419	VERIZON	8/30/2024	\$	193.47
1232173	VERIZON	8/9/2024	\$	126.59
1232254	VERIZON	8/16/2024	\$	67.93
1232101	VERIZON WIRELESS	8/1/2024	\$	644.40
1232420	VISION BENEFITS OF AMERICA	8/30/2024	\$	892.22
1232107	VLS LANCASTER, LLC	8/1/2024	\$	88.20
1232255	VONAGE BUSINESS INC	8/16/2024	\$	1,816.90
1232421	WALTERS PORTABLE TOILETS	8/30/2024	\$	1,170.84
1232174	WALTERS PORTABLE TOILETS	8/9/2024	\$	1,158.92
1232256	WALTERS PORTABLE TOILETS	8/16/2024	\$	352.93
1232320	WALTERS PORTABLE TOILETS	8/23/2024	\$	316.45
1232186	WALTERS SERVICES, INC.	8/9/2024	\$	4,725.11
1232257	WARNER HOLDINGS LLC	8/16/2024	\$	2,081.61
1232327	WASTE MANAGEMENT - LANCASTER	8/23/2024	\$	72,450.79
1232110	WEST DONEGAL TOWNSHIP OFFICE	8/1/2024	\$	6,546.56
1232427	WEST LAMPETER TOWNSHIP OFFICE	8/30/2024	\$	10,680.38
1232323	WHITMOYER FORD INC	8/23/2024	\$	42,175.00
1232324	WINDSTREAM COMMUNICATIONS INC	8/23/2024	\$	36.88
1232258	WINTER ENGINE-GENERATOR SERVICE, INC.	8/16/2024	\$	2,372.04
1232423	YOE PARTS & EQUIPMENT INC	8/30/2024	\$	5,609.65
1232325	YOE PARTS & EQUIPMENT INC	8/23/2024	\$ \$	1,777.68
1232175 1232259	YOE PARTS & EQUIPMENT INC	8/9/2024 8/16/2024	\$ \$	1,689.75 1 682 89
1232259 1232424	YOE PARTS & EQUIPMENT INC YOUR CHOICE HOLDINGS	8/16/2024 8/30/2024	ې \$	1,682.89 200.74
1232424	YOUR ESTATE SERVICE INC	8/50/2024 8/1/2024	\$ \$	2,500.00
1232102	Your Quality Solutions Inc	8/16/2024	\$ \$	8,300.00
1232201	Your Quality Solutions Inc	8/1/2024	\$	5,198.00
1232425	Your Quality Solutions Inc	8/30/2024	\$	3,900.00
Total	······································	0,00,2024	\$	9,455,503.52
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#### LCSWMA CHECK AND WIRE DISBURSEMENTS LISTING Sep-24

CHECK #	PAYEE NAME	DATE		<u>AMOUNT</u>
PAYROLL	INOVA	Various	\$	651,406.25
PENSION	EMPOWER	Various	\$	85,177.20
EFT	BAMBORA EXPENSES (CONCUR)	09/06/24	\$	2,658.12
EFT	BANK FEE - CHECKING ACCOUNT	09/16/24	\$	1,688.46
EFT	COLUMBIA BOROUGH	09/26/24	\$	4,168.00
EFT	REWORLD CAPITAL EXPENDITURES - WTE LOW NOX UPGRADES U1	09/16/24	\$	2,221,774.21
EFT	REWORLD ELECTRIC FEE HARRISBURG	09/27/24	\$	105,540.60
EFT	REWORLD ELECTRIC FEE LANCASTER	09/30/24	\$	20,437.84
EFT	REWORLD PROFILED WASTE	09/30/24	\$	3,311.87
EFT	REWORLD SERVICE FEE - HARRISBURG	09/27/24	\$	1,386,014.04
EFT	REWORLD SERVICE FEE - LANCASTER	09/30/24	\$	1,730,089.85
EFT	HSA PAYMENTS	Various	\$	10,856.67
EFT	MERCHANT PARTNERS	09/04/24	\$	2,789.05
EFT	QUADIENT FINANCE USA - POSTAGE	09/16/24	\$	1,000.00
EFT	WORLDPAY	09/10/24	\$	20,677.93
1232545	AIRGAS USA, LLC	9/20/2024	\$	66.71
1232433	AIRGAS USA, LLC	9/6/2024	\$	221.00
1232642	AIRGAS USA, LLC	9/26/2024	\$	222.14
1232468	AIRGAS USA, LLC	9/13/2024	\$	1,056.98
1232557	ALLSPRING GLOBAL INVESTMENTS LLC	9/20/2024	\$	1,435.99
1232495	ALS ENVIRONMENTAL	9/13/2024	\$	18,211.40
1232653	AMAZON CAPITAL SERVICES, INC.	9/26/2024	\$	1,076.68
1232480	AMAZON CAPITAL SERVICES, INC.	9/13/2024	\$	1,513.06
1232571	AMAZON CAPITAL SERVICES, INC.	9/20/2024	\$	2,242.19
1232443	AMCS GROUP INC	9/6/2024	\$	4,550.00
1232664	AN CONSULTATION & DESIGN LLC	9/26/2024	\$	3,425.00
1232454	AON RISK SERVICES CENTRAL, INC.	9/6/2024	\$	10,578.00
1232463	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	9/6/2024	\$	215.36
1232675	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	9/26/2024	\$	532.15
1232506	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	9/13/2024	\$ \$	1,309.94
1232583	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	9/20/2024	ъ \$	1,670.70
1232594 1232605	BAINBRIDGE FIRE COMPANY BARLEY SNYDER	9/20/2024 9/20/2024	ъ \$	250.00 57,994.39
1232464	BEILER HYDRAULIC INC	9/6/2024	э \$	130.36
1232617	BERGEY'S TRUCK CENTER - WRIGHTSVILLE	9/20/2024	գ \$	1,397.26
1232630	BERGEY'S TRUCK CENTERS - LEBANON	9/20/2024	φ \$	871.90
1232686	BEST PROFESSIONALS CLEANING LLC	9/26/2024	\$	471.94
1232518	BEPE INTERNATIONAL INC	9/13/2024	φ \$	1,629.00
1232697	BIG CRACK AUTO GLASS	9/26/2024	φ \$	875.00
1232535	BRODERICKS LANDSCAPING CONTRACTING LLC	9/20/2024	\$	1,270.00
1232536	BUD'S SPRING & SUSPENSION INC	9/20/2024	\$	6,102.80
1232701	BUD'S SPRING & SUSPENSION INC	9/26/2024	\$	7,901.36
1232529	Call2Recycle Inc	9/13/2024	\$	285.72
1232702	CARGAS SYSTEMS, INC.	9/26/2024	\$	187.50
1232466	CARGAS SYSTEMS, INC.	9/6/2024	\$	562.50
1232531	CARGAS SYSTEMS, INC.	9/13/2024	\$	2,508.00
1232431	CAROL A. NISSLY	9/1/2024	\$	1,000.00
1232530	CASELLA MID-ATLANTIC LLC	9/13/2024	\$	19,795.21
1232537	CDW GOVERNMENT INC	9/20/2024	\$	8,773.05
1232538	Cherry Crest Farm LLC	9/20/2024	\$	4,125.00
1232539	CINTAS CORPORATION	9/20/2024	\$	2,007.61
1232532	CINTAS CORPORATION	9/13/2024	\$	2,168.32
1232467	CINTAS CORPORATION	9/6/2024	\$	2,298.45
1232643	CINTAS CORPORATION	9/26/2024	\$	2,550.64
1232666	CITY OF LANCASTER	9/26/2024	\$	1,222.39

1232534	CLEAN EARTH INC	9/20/2024	\$	1,265.24
1232540	CLEVELAND BROTHERS EQUIPMENT CO., INC.	9/20/2024	\$	203.92
1232644	CLEVELAND BROTHERS EQUIPMENT CO., INC.	9/26/2024	\$	3,552.04
1232541	COMCAST	9/20/2024	\$	6,253.52
1232533	COMCAST	9/13/2024	\$	148.78
1232469	COMMONWEALTH OF PA	9/13/2024	\$	60.00
1232542	COMMONWEALTH PEST MANAGEMENT LLC	9/20/2024	\$	500.00
1232470	COMMONWEALTH PEST MANAGEMENT LLC	9/13/2024	\$	813.96
1232645	COMPUTER DESIGN & INTEGRATION LLC	9/26/2024	\$	14,905.40
1232543	CONCUR TECHNOLOGIES INC	9/20/2024	\$	1,289.98
1232544	CONOY TOWNSHIP	9/20/2024	\$	64,511.38
1232434	Constellation Energy Corporation	9/6/2024	\$	13.00
1232546	COTTAGE LANE LANDSCAPING	9/20/2024	\$	7,400.00
1232646	COUNTY LINE QUARRY INC	9/26/2024	\$	77.10
1232647	CREDIT BUREAU OF LANCASTER COUNTY	9/26/2024	\$	66.75
1232471	CROWN CASTLE FIBER LLC	9/13/2024	\$	2,202.10
1232435	CRYSTAL SPRINGS	9/6/2024	\$	61.44
1232548	CRYSTAL SPRINGS	9/20/2024	\$	1,220.33
1232648	CYCLE CHEM	9/26/2024	\$	23,895.63
1232472	CYCLE CHEM	9/13/2024	\$	24,610.15
1232549	CYCLE CHEM	9/20/2024	φ \$	36,428.94
1232549	DataMartin	9/20/2024	\$	2,580.00
1232530	DAVES ROLL OFF SERVICE		ֆ \$	
		9/20/2024	ъ \$	24,185.09
1232649	DAVID MILLER/ASSOCIATES INC	9/26/2024		13,125.30
1232500	DD HURST CORPORATION	9/13/2024	\$	435.85
1232436	DELL BUSINESS CREDIT	9/6/2024	\$	1,136.57
1232650	DIXIE LAND ENERGY LLC	9/26/2024	\$	1,925.86
1232473	DIXIE LAND ENERGY LLC	9/13/2024	\$	3,547.06
1232551	DIXIE LAND ENERGY LLC	9/20/2024	\$	41,368.93
1232474	DONCIN TRANSPORT INC	9/13/2024	\$	1,170.00
1232651	DONCIN TRANSPORT INC	9/26/2024	\$	1,670.00
1232652	D-S PIPE & STEEL SUPPLY LLC	9/26/2024	\$	370.40
1232552	D-S PIPE & STEEL SUPPLY LLC	9/20/2024	\$	936.60
1232553	ECOTONE ACQUISITION CORP	9/20/2024	\$	2,600.00
1232554	EDWARDS ELECTRIC & TELECOM INC	9/20/2024	\$	38,110.84
1232555	Eichelbergers Inc	9/20/2024	\$	2,804.00
1232475	Eichelbergers Inc	9/13/2024	\$	7,825.52
1232476	EMAXX CENTRAL PA, LLC	9/13/2024	\$	1,235.00
1232556	ENGLE-HAMBRIGHT & DAVIES INC	9/20/2024	\$	5,000.00
1232437	EPTURA	9/6/2024	\$	1,200.00
1232558	EPTURA	9/20/2024	\$	31,362.98
1232438	ESCO, INC	9/6/2024	\$	556.00
1232560	FASTENAL COMPANY	9/20/2024	\$	778.28
1232477	FREEHOLD CARTAGE INC	9/13/2024	\$	1,350.00
1232561	FREEHOLD CARTAGE INC	9/20/2024	\$	2,700.00
1232439	FREY LUTZ CORPORATION	9/6/2024	\$	579.78
1232654	FREY LUTZ CORPORATION	9/26/2024	\$	837.17
1232478	FREY LUTZ CORPORATION	9/13/2024	\$	2,877.97
1232440	FRICKE HARDWARE	9/6/2024	\$	17.98
1232655	GABEL ASSOCIATES INC	9/26/2024	\$	25,222.24
1232562	GARBER SCALE COMPANY	9/20/2024	\$	691.75
1232442	GARBER SCALE COMPANY	9/6/2024	\$	3,082.92
1232657	Geo Specialty Chemicals	9/26/2024	\$	50.00
1232656	GEORGE W KISTLER INC	9/26/2024	φ \$	676.50
1232482	GEORGE W KISTEER INC	9/13/2024	\$	4,214.01
1232602	GLOBAL CONSULTING USA LLC	9/20/2024	\$	13,800.00
1232483	GROFF TRACTOR & EQUIPMENT, INC.	9/13/2024	\$	1,569.79
1232463	GROFF TRACTOR & EQUIPMENT, INC.	9/13/2024 9/20/2024	\$ \$	6,320.00
1232303	GROUND PENETRATING RADAR SYSTEMS INC	9/6/2024 9/6/2024	\$ \$	1,050.00
1232444 1232658	GROUND PENETRATING RADAR SYSTEMS INC	9/0/2024 9/26/2024	ъ \$	1,050.00
1202000		512012024	φ	1,000.00

1232445	HALDEMAN EQUIPMENT COMPANY LLC	9/6/2024	\$	626.53
1232564	Harbor Freight Tools USA, Inc.	9/20/2024	\$	73.56
1232432	HENRY D. HANK	9/1/2024	\$	1,000.00
1232484	HIGHWAY EQUIPMENT & SUPPLY CO INC	9/13/2024	\$	2,154.88
1232659	HIGHWAY EQUIPMENT & SUPPLY CO INC	9/26/2024	\$	3,760.44
1232565	HIGHWAY EQUIPMENT & SUPPLY CO INC	9/20/2024	\$	4,032.46
1232566	HOWELLS LANC AUTO GLASS INC	9/20/2024	\$	848.97
1232568	Hunter Keystone Peterbilt LP	9/20/2024	\$	927.20
1232660	IMAGEFIRST	9/26/2024	\$	97.32
1232572	IMAGEFIRST	9/20/2024	\$	637.36
1232574	INDUSTRIAL APPRAISAL COMPANY	9/20/2024	\$	240.00
1232575	INTERGOVERNMENTAL INSURANCE COOPERATIVE	9/20/2024	\$	163,048.90
1232576	J C EHRLICH CO INC	9/20/2024	\$	78.18
1232689	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	9/26/2024	\$	719.04
1232577	JONATHAN FREY BUILDING & REMODELING LLC	9/20/2024	\$	235.00
1232661	JONATHAN FREY BUILDING & REMODELING LLC	9/26/2024	\$	375.00
1232578	JPH ENTERPRISES, LLC	9/20/2024	\$	3,528.00
1232525	Junk Lockdown LLC	9/13/2024	φ \$	371.27
1232446	KATHRYN SANDOE LLC	9/6/2024	φ \$	6,000.00
1232440	KBS INC	9/6/2024	φ \$	6,406.88
1232579	KBS INC	9/20/2024	\$	9,435.65
1232485	KEN'S TRUCK REPAIR INC	9/13/2024	\$	473.14
1232662	KEN'S TRUCK REPAIR INC	9/26/2024	\$	838.90
1232580	KEN'S TRUCK REPAIR INC	9/20/2024	\$	5,485.94
1232584	KEPT COMPANIES, INC.	9/20/2024	\$	2,121.30
1232486	KEPT COMPANIES, INC.	9/13/2024	\$	2,217.21
1232623	Keystone SWANA	9/20/2024	\$	2,300.00
1232487	KINSLEY CONSTRUCTION INC.	9/13/2024	\$	1,957,763.56
1232585	KIRCHNER MOBILE REPAIR	9/20/2024	\$	3,031.50
1232488	KI-WE CLEANING	9/13/2024	\$	1,400.00
1232449	LANCASTER AREA SEWER AUTHORITY	9/6/2024	\$	2,285.10
1232448	LANCASTER AUTO PARTS (NAPA)	9/6/2024	\$	48.75
1232586	LANCASTER AUTO PARTS (NAPA)	9/20/2024	\$	102.48
1232665	LANCASTER AUTO PARTS (NAPA)	9/26/2024	\$	157.36
1232489	LANCASTER CHAMBER	9/13/2024	\$	15,025.00
1232526	LANCASTER CITY	9/13/2024	\$	46,048.92
1232641	LANCASTER GENERAL HEALTH	9/20/2024	\$	1,258.00
1232587	LANCASTER STARTER & ALTERNATOR INC	9/20/2024	\$	388.90
1232668	LandPro Equipment LLC	9/26/2024	\$	42.21
1232450	LEAF	9/6/2024	\$	2,442.18
1232669	LIFT, INC.	9/26/2024	\$	2,451.07
1232670	LINDA M. GLADFELTER	9/26/2024	\$	1,031.25
1232667	LNP MEDIA GROUP INC	9/26/2024	φ \$	789.92
1232490	LOWE'S	9/13/2024	φ \$	92.03
1232588	LOWE'S	9/20/2024	φ \$	975.37
				41.00
1232589		9/20/2024	\$	
1232491		9/13/2024	\$	4,672.00
1232684	MACRO RETAILING LLC	9/26/2024	\$	152.99
1232512	MACRO RETAILING LLC	9/13/2024	\$	895.31
1232671	MAHANTANGO ENTERPRISES INC	9/26/2024	\$	1,752.51
1232591	MANHEIM HYDRAULICS LLC	9/20/2024	\$	259.44
1232590	MANHEIM TOWNSHIP COMMISSIONERS	9/20/2024	\$	19,877.75
1232451	MANOR TOWNSHIP	9/6/2024	\$	888.52
1232592	MANOR TOWNSHIP	9/20/2024	\$	113,920.36
1232640	MARTIN ENTERPRISES, LLC	9/20/2024	\$	195.74
1232593	MATTHAI MATERIAL HANDLING INC	9/20/2024	\$	328.95
1232496	MATTHAI MATERIAL HANDLING INC	9/13/2024	\$	1,145.03
1232595	MELLINGER MANUFACTURING COMPANY INC	9/20/2024	\$	589.99
1232497	MELLINGER MANUFACTURING COMPANY INC	9/13/2024	\$	1,039.73
1232596	MENDENHALL'S REFRIGERANT RECOVERY	9/20/2024	\$	4,208.00

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1232597	MESSICK'S	9/20/2024	\$	34.03
1232498	Met-Ed	9/13/2024	\$	6,076.25
1232663	MOTOR TRUCK EQUIPMENT COMPANY	9/26/2024	\$	1,067.78
1232582	MOTOR TRUCK EQUIPMENT COMPANY	9/20/2024	\$	8,088.49
1232598	NEW PIG CORPORATION	9/20/2024	\$	833.02
1232499	NIKOLAUS & HOHENADEL LLP	9/13/2024	\$	1,629.50
1232599	NORFOLK SOUTHERN RAILWAY COMPANY	9/20/2024	\$	5,736.44
1232672	Northeast Industrial Manufacturing Inc	9/26/2024	\$	20,256.00
1232573	NOTION SOLUTIONS, INC.	9/20/2024	\$	14,875.00
1232600	OTIS ELEVATOR COMPANY	9/20/2024	\$	95.00
1232609	P. L. ROHRER & BRO., INC.	9/20/2024	\$	1,762.10
1232601	PABCO INDUSTRIES LLC	9/20/2024	\$	60,160.00
1232673	PATRIOT TOWING & TRANSPORT, INC.	9/26/2024	\$	1,350.00
1232527	PENN WASTE, INC.	9/13/2024	\$	122,137.27
1232674	Pharmaloz Manufacturing Inc	9/26/2024	\$	2,208.00
1232452	PPC LUBRICANTS, INC	9/6/2024	\$	873.84
1232676	PPC LUBRICANTS, INC	9/26/2024	\$	1,162.30
1232501	PPC LUBRICANTS, INC	9/13/2024	\$	1,180.40
1232603	PPC LUBRICANTS, INC	9/20/2024	\$	2,515.58
1232604	PPL ELECTRIC UTILITIES - ST LOUIS	9/20/2024	\$	69.28
1232677	PPL ELECTRIC UTILITIES - ST LOUIS	9/26/2024	\$	2,020.52
1232430	PPL ELECTRIC UTILITIES - ST LOUIS	9/3/2024	\$	4,128.48
1232453	PPL ELECTRIC UTILITIES - ST LOUIS	9/6/2024	\$	5,841.79
1232678	PROVIDENCE ENGINEERING CORPORATION	9/26/2024	\$	147.50
1232606	QED ENVIRONMENTAL SYSTEMS INC	9/20/2024	\$	1,690.00
1232455	Quadient Leasing USA, Inc	9/6/2024	\$	1,785.00
1232456	QUALITY MACHINE REPAIR LLC	9/6/2024	\$	69.18
1232608	RESPOND FIRST AID SYSTEMS	9/20/2024	\$	118.60
1232502	RESPOND FIRST AID SYSTEMS	9/13/2024	\$	1,831.69
1232503	RKL LLP	9/13/2024	\$	5,062.50
1232504	Rogo Fastener Co Inc	9/13/2024	\$	428.34
1232679	Rogo Fastener Co Inc	9/26/2024	\$	432.18
1232505	Rostolsky Recycling LLC	9/13/2024	\$	100.00
1232457	Rostolsky Recycling LLC	9/6/2024	\$	320.00
1232507	SAF-GARD SAFETY SHOE CO., INC.	9/13/2024	\$	299.98
1232610	SCHAAD DETECTIVE AGENCY INC	9/20/2024	\$	1,120.00
1232611	SCHEFFEY INC	9/20/2024	\$	502.32
1232612	SCOTTY'S PAINTING & PAPER HANGING, INC.	9/20/2024	\$	1,117.00
1232613	SCS ENGINEERS, PC	9/20/2024	\$	373.80
1232680	SCS ENGINEERS, PC	9/26/2024	\$	2,307.30
1232508	SCS ENGINEERS, PC	9/13/2024	\$	3,678.00
1232681	SERVICE TIRE TRUCK CENTERS INC	9/26/2024	\$	10,777.24
1232615	SERVICE TIRE TRUCK CENTERS INC	9/20/2024	\$	11,788.44
1232682	Shamrock Environmental Corporation	9/26/2024	\$	6,525.00
1232509	SIGNARAMA	9/13/2024	\$	1,028.95
1232616	SIKICH LLP	9/20/2024	\$	425.50
1232625	Standard Offset Printing Company Inc	9/20/2024	\$	845.00
1232683	Stanton Systems	9/26/2024	\$	2,145.00
1232511	STAPLES CONTRACT AND COMMERCIAL, LLC	9/13/2024	\$	2,200.41
1232620	STAPLES CONTRACT AND COMMERCIAL, LLC	9/20/2024	\$	3,162.79
1232621	STEWART-AMOS EQUIPMENT CO	9/20/2024	\$	1,543.29
1232685	Susquehanna Fire Protection Company	9/26/2024	\$	92.50
1232622	SUSQUEHANNA NATIONAL HERITAGE AREA	9/20/2024	φ \$	7,083.33
1232607	THE AYERS GROUP LLC	9/20/2024	φ \$	50.00
1232624	THE METER GUY, LLC	9/20/2024	ф \$	775.00
1232528	TIGER TRASH	9/13/2024	э \$	4,394.94
1232528	TODD ESHLEMAN	9/20/2024	э \$	4,394.94 2,380.53
1232559	TODD ESHLEMAN TOMLINSON BOMBERGER	9/20/2024	э \$	2,380.53
1232620	TOTALRECYCLE, INC	9/20/2024	э \$	135,443.35
1232628	TRANSTECK, INC.	9/20/2024	\$ \$	354.68
1202020		0/20/2024	Ψ	004.00

1232513	TRIANGLE COMMUNICATIONS INC	9/13/2024	\$ 402.75
1232458	TRIANGLE COMMUNICATIONS INC	9/6/2024	\$ 2,536.00
1232687	TRIANGLE COMMUNICATIONS INC	9/26/2024	\$ 76,404.17
1232514	TRUCK PARTS PLUS INC	9/13/2024	\$ 57.42
1232629	TRUCK PARTS PLUS INC	9/20/2024	\$ 288.98
1232688	TRUCK PARTS PLUS INC	9/26/2024	\$ 627.10
1232515	UGI CORPORATION	9/13/2024	\$ 9,315.07
1232703	UGI CORPORATION	9/27/2024	\$ 21,472.21
1232631	UGI ENERGY SERVICES LLC	9/20/2024	\$ 9,676.09
1232690	UGI ENERGY SERVICES LLC	9/26/2024	\$ 22,461.88
1232632	ULINE	9/20/2024	\$ 825.42
1232516	ULINE	9/13/2024	\$ 1,525.07
1232691	ULINE	9/26/2024	\$ 2,771.80
1232692	UNITED PARCEL SERVICE	9/26/2024	\$ 67.52
1232459	UNITED PARCEL SERVICE	9/6/2024	\$ 82.88
1232633	UNITED PARCEL SERVICE	9/20/2024	\$ 109.92
1232517	UNITED PARCEL SERVICE	9/13/2024	\$ 246.44
1232634	UTILITY KEYSTONE TRAILERS, INC	9/20/2024	\$ 168.82
1232693	UTILITY KEYSTONE TRAILERS, INC	9/26/2024	\$ 332.90
1232519	VERIZON	9/13/2024	\$ 67.93
1232460	VERIZON	9/6/2024	\$ 127.02
1232694	VERIZON	9/26/2024	\$ 193.47
1232520	VERIZON	9/13/2024	\$ 7,645.67
1232461	VERIZON WIRELESS	9/6/2024	\$ 1,954.22
1232695	VISION BENEFITS OF AMERICA	9/26/2024	\$ 866.12
1232524	VLS LANCASTER, LLC	9/13/2024	\$ 149.85
1232696	WAGGONER CONSTRUCTION INC	9/26/2024	\$ 1,746.59
1232521	WALTERS PORTABLE TOILETS	9/13/2024	\$ 470.52
1232698	WALTERS PORTABLE TOILETS	9/26/2024	\$ 610.20
1232635	WALTERS PORTABLE TOILETS	9/20/2024	\$ 894.72
1232462	WEAVER TURF POWER INC	9/6/2024	\$ 8,196.00
1232699	WINDSTREAM COMMUNICATIONS INC	9/26/2024	\$ 36.88
1232522	YOE PARTS & EQUIPMENT INC	9/13/2024	\$ 1,803.04
1232637	YOE PARTS & EQUIPMENT INC	9/20/2024	\$ 2,162.94
1232700	YOE PARTS & EQUIPMENT INC	9/26/2024	\$ 5,241.82
1232638	YOUR CHOICE HOLDINGS	9/20/2024	\$ 437.78
1232523	YOUR CHOICE HOLDINGS	9/13/2024	\$ 1,017.98
Total			\$ 9,927,536.49



# Board Action No. 1 (3)

#### **ISSUE:** Purchase of a new Diesel Fuel Storage Tank

#### **BACKGROUND:**

LCSWMA utilizes a fleet of trucks and heavy equipment to operate the Frey Farm Landfill. The current fuel tanker used to store diesel and fuel all of the onsite equipment has reached the end of its useful life. To ensure we have an available means of fueling our onsite equipment the tanker will be replaced with a semi-portable diesel fuel storage tank.

#### **DISCUSSION:**

Staff obtained pricing through the Sourcewell Cooperative Purchasing program. Western Global provided a quote for an approximately 18,000-gallon diesel fuel storage tank that met all site requirements. The larger tank size and additional onsite fuel storage will provide additional flexibility when scheduling fuel deliveries and ensure an adequate fuel supply onsite at all times. The tank will also be semi-portable allowing it to be moved as operational needs change over time. Approximately \$150,000 was included in the 2024 capital budget for this item.

Company	Price
Western Global	\$117,655.00

**RECOMMENDATION:** Staff recommends the LCSWMA Board of Directors approve the purchase of a new diesel fuel storage tank from Western Global of Troy, MI in the amount of \$117,655.00.

APPROVED BY THE BOARD OF DIRECTORS:

(signature)

October 18, 2024 (date)



Western Global 1707 Northwood Drive Troy MI 48084 United States 866 814 2470 TIN: 26-1588059

# Estimate QTUS041901

Date: 12/5/2023 Estimate Expires: 10/31/2024 Sales Rep: Will Muller Terms: Prepayment Req'd Sourcewell #: 157150 Currency: USD

Bill To Nick Kohr Lancaster County Solid Waste Managemen Authority 1299 Harrisburg Pike Lancaster PA 17603 United States (717) 397-9968	Ship To Nick Kohr Lancaster County Solid Waste Management Authority 3049 River Rd Conestoga PA 17516 United States (717) 735-0199	Delivered From US Northwood Drive, Troy
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Quantity	Item	Rate	Amount	Tax Rate
1	P69	\$90,100.00	\$90,100.00	0%
	TRANSTANK Pro Series: Stationary Fuel Storage Tank. Safe Fill (95%): 67120 Litres / 17731 US Gal / 14764 Imp Gallon. Dual wall, UL142/ ULCS601 Listed, 40' ISO Container Dimensions w/Corner castings, Integral Pump Bay with walkway and container doors, c/w: regulatory ID & Labeling; large removable man-way; standard overfill protection valve supplied w/mechanical shut-off; free to air vent w/weather cap; calibrated anodized fluid and level dipstick; antsyphon valve installed; bevelled tank floor has fall to front for water collection; water evacuation pipe; interstitial space w/fluid level dipstick; containment compartment w/pressure vent; marine grade polyurethane paint; statutory signage; under tank visibility; White 40'Lx8'Wx9'5"H.			
1	WG-P-SPK-D-HF	\$20,270.00	\$20,270.00	0%
	SUBMERSIBLE PUMP KIT FOR DIESEL - HIGH FLOW   2HP 240V Single Phase FE Petro Submersible Pump, with 40GPM+ dispense to suit TRANSTANK Pro Series Tanks (P12, P31 or P69). Kit Includes: 1.5" Single Hose Dispense Kit with filter, 50' Fuel hose on spring retractable REELCRAFT hose reel, Fill-Rite digital meter, swivel, & 1.5" nozzle. Suitable for Diesel use. Includes: NEMA 4X panel in recessed panel mount box at side of pump bay. Sold factory wired and tested.			
1	WG-TGK-B	\$935.00	\$935.00	0%
	WESTERN: BASIC TANK GAUGE - INCH READ OUT - FOR TANKS UP TO 25' TALL - ANGLED FACE			
1	LTL	\$6,350.00	\$6,350.00	0%
	LTL Does not include off loading			
	NOTE			
	Tank Purchase will be made on Sourcewell Contract. Sourcewell # 157150			

#### www.western-global.com

Unless subject to a separate signed agreement between Western Global and Customer, this Quote shall be governed by Western Global's "Standard Terms and Conditions" and "Standard Warranty". The Standard Terms and Conditions and Standard Warranty can be viewed at: www.western-global.com and a hard copy is available upon request.



Western Global 1707 Northwood Drive Troy MI 48084 United States 866 814 2470 TIN: 26-1588059

# Estimate QTUS041901

Date: 12/5/2023 Estimate Expires: 10/31/2024 Sales Rep: Will Muller Terms: Prepayment Req'd Sourcewell #: 157150 Currency: USD

\$117,655.00	Subtotal
	<b>Discount Total</b>
\$0.00	Тах
\$117,655.00	Total

#### www.western-global.com

Page 2 of 2

Unless subject to a separate signed agreement between Western Global and Customer, this Quote shall be governed by Western Global's "Standard Terms and Conditions" and "Standard Warranty". The Standard Terms and Conditions and Standard Warranty can be viewed at: www.western-global.com and a hard copy is available upon request.



October 1, 2024

Board of Directors Lancaster County Solid Waste Management Authority 1299 Harrisburg Pike Lancaster, PA 17603

Attention: Daniel G. Youngs Chief Executive Officer

# The Objective and Scope of the Audit of the Financial Statements

You have requested that RKL LLP ("RKL", "we", "us", or "our"), audit Lancaster County Solid Waste Management Authority's (LCSWMA or the Authority, "you", "your") business-type activities, aggregate remaining fund information, as applicable and supplementary information as of and for the year ended December 31, 2024, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("Arrangement Letter").

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

#### The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

 Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.







Lancaster County Solid Waste Management Authority

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- Consider the entity's system of internal control in order to design audit procedures that are
  appropriate in the circumstances but not for the purpose of expressing an opinion on the
  effectiveness of the Authority's internal control. However, we will communicate to you in
  writing concerning any significant deficiencies or material weaknesses in internal control
  relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

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

We will also communicate to the board of directors (*a*) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (*b*) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (AICPA).

# The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

- 1) Identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
- 2) The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
- Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Lancaster County Solid Waste Management Authority - 3 -

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledges and understands that they have responsibility:

- 1) For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP);
- 2) To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
- 3) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- 4) To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including information relevant to disclosures;
  - b) Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c) Additional information that we may request from management for the purpose of the audit; and
  - d) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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

- 1) That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
- 2) That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

# Reporting

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Authority's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

#### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Authority's books and records. The Authority will determine that all such data, if necessary, will be so reflected. Accordingly, the Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Authority personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Daniel G. Youngs, Chief Executive Officer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

# Accounting and Tax Services

In connection with our audit, you have requested us to perform the following accounting services:

- 1) Drafting the financial statements
- 2) Application of new accounting standards
- 3) Human resources consulting
- 4) Other, as requested

Lancaster County Solid Waste Management Authority - 5 -

Daniel G. Youngs, Chief Executive Officer, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over the services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Our services under this Arrangement Letter do not include services for tax return preparation, tax advice or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our services. Any such discussions or information would be based upon limited tax research, limited due diligence and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions shall not be used as the basis for proceeding with any transaction or any tax return reporting.

Separate arrangements, including fee arrangements, are required for tax preparation, tax advice or tax representation services.

## Fees and Costs

Our fee for the services described in this letter will not exceed \$30,300. Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus directly billed expenses. Our fee estimate and completion of our work is based upon the following criteria:

- 1) Anticipated cooperation from Authority personnel
- 2) Timely responses to our inquiries
- 3) Timely completion and delivery of client assistance requests
- 4) Timely communication of all significant accounting and financial reporting matters
- 5) The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. A service charge of 1-1/4% per month (15% per annum) will be charged on all invoices not paid within 30 days from the date of the invoice.

In accordance with our firm policies, we reserve the right to suspend our work if your account becomes 90 days or more overdue. Our work will commence upon payment of all outstanding invoices, including service charges.

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# **Use of Subcontractors and Third-Party Products**

We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such term is defined below) to them. We may share your information, including Confidential Information and Personal Information, with these third-party service providers; provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the services performed under this Arrangement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent RKL gives the Authority access to a Third-Party Product in connection with the services contemplated herein, the Authority agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Authority shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Authority, or any user to whom the Authority grants access to such Third-Party Product. The Authority agrees to indemnify and hold RKL harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs) and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Authority, or any user to whom the Authority, or any user to such Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Authority, or any user to whom the Authority grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

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## Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of RKL. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of RKL's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RKL for the Authority under this Arrangement Letter, or any documents belonging to the Authority or furnished to RKL by the Authority.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable RKL policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in RKL's form. RKL reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Authority, the Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

## Indemnification, Limitation of Liability, and Claim Resolution

Because RKL will rely on the Authority and its management and Board of Directors to discharge the foregoing responsibilities, the Authority agrees to indemnify, hold harmless and release RKL and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Authority's management.

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THE AUTHORITY AND RKL AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ARRANGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY RKL OR THE DATE OF THIS ARRANGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL RKL OR THE AUTHORITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ARRANGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM. INCLUDING. WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE AUTHORITY TO RKL UNDER THIS ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO. RELIEVE THE COMPA OF ITS PAYMENT **OBLIGATIONS TO RKL UNDER THIS ARRANGEMENT LETTER.** 

#### Confidentiality

RKL and the Authority may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RKL and the Authority agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RKL is permitted to disclose the Authority's Confidential Information to RKL's personnel, agents, and representatives to provide the services or exercise its rights under this Arrangement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

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As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter. Without limiting the generality of the foregoing, the Authority acknowledges and agrees that Audit Documentation constitutes Confidential Information of RKL.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding anything stated to the contrary in this Arrangement Letter, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

#### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Arrangement Letter and the terms of this Arrangement Letter shall apply to the treatment of information shared by the parties hereto.

#### **Personal Information**

As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government issued identification card numbers, and health information.

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Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Arrangement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

Where we are acting as a service provider under the California Consumer Privacy Act and the California Privacy Rights Act, including as amended or replaced, and the associated regulations ("CCPA"), we (i) will not Sell or Share (as those terms are defined by the CCPA) any Personal Information received from the Authority; (ii) will not retain, use, or disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Arrangement Letter, including to provide Personal Information to advisers or sub-contractors to maintain or provide the services under this Arrangement Letter, or to the extent such disclosure is required by law. At your written request, and at your cost, we shall reasonably assist you in addressing your obligations under the CCPA with regard to privacy rights requests related to your Personal Information held by us, directly resulting from our business relationship with you. We reserve the right to decline such a request where, as determined in our sole discretion, the request for our assistance could violate or impair a Consumer's (as that term is defined by the CCPA) rights under the CCPA or another applicable law, regulation, or professional or ethical standard. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws. If we become aware of an unauthorized acquisition or use of Authority-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

# **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Arrangement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

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# Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Arrangement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of RKL, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

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## Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. Notwithstanding anything stated to the contrary in this Arrangement Letter, the Authority acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Authority or an individual to be identified by third parties without your prior written consent.

The Authority agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our written permission. Any such request is also a matter for which separate arrangements may be necessary. After obtaining our permission, the Authority also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the Authority that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the Authority seeks such consent, we will be under no obligation to grant such consent or approval.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Arrangement Letter. The Authority shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The Authority shall not knowingly cause RKL to violate any sanctions applicable to RKL. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Arrangement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

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## Notices

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g. any claimed breach or termination of this Arrangement Letter) sent by the Authority to RKL shall also be sent to the following address: RKL LLP, 1330 Broadcasting Road, Wyomissing, PA 19610. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

## **Governing Law**

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles, and applicable U.S. federal law.

#### **Entire Agreement**

This Arrangement Letter constitutes the complete and exclusive statement of agreement between RKL and the Authority and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

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## **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing, " (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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

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#### Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

#### AGREED TO AND ACKNOWLEDGED BY:

RKL LLP

120Km

Timothy D. Kraft, CPA Partner

Confirmed on behalf of Lancaster County Solid Waste Management Authority:

Baniel G. Youngs

Signature and Title

10/20/2024

Date



1299 HARRISBURG PIKE | LANCASTER, PA 17603 PHONE: 717-397-9968 | FAX: 717-397-9973

# www.lcswma.org

# **2025 BOARD MEETING SCHEDULE**

# January 17

February 21

- March 21
- April 18
- May 16
- June 20
- July 18
- August 15

September 19

- October 17
- November 21

**December 19** 



# **Board Action No. 2**

ISSUE: Award of Contract for 2025 Single Stream Recyclables Processing

**BACKGROUND:** LCSWMA accepts single stream recyclables from haulers collecting this material from residential and commercial customers, most of which is delivered to the Transfer Station. Additionally, single stream can be delivered to any LCSWMA facilities by residents that are not served by curbside recycling. Access by residents to 24/7 drop off locations at each site is not only a service but also a condition of LCSWMA's operating permits. Approximately 27,000 tons per year are delivered to/dropped off at the sites. LCSWMA staff currently transports this material to Total Recycle, Inc. material recovery facility in Birdsboro, PA, and currently pays a perton processing fee of \$54.85.

**DISCUSSION:** LCSWMA staff developed a Request for Proposals to solicit pricing for processing calendar year 2025 single stream recyclables. The proposed pricing is listed below:

Company	Per Ton Processing Fee	
Total Recycle	\$40.00	
Waste Connections (Penn Waste)	\$47.00	

With LCSWMA providing the transportation of this material, the following chart details the total estimated cost per year:

Company	Estimated Annual Cost	
Total Recycle	\$1,654,150	
Waste Connections (Penn Waste)	\$1,663,030	

**RECOMMENDATION:** Staff recommends the Board of Directors award the 2025 (one year) contract for single stream recyclables processing to Total Recycle, Inc. for an estimated contract cost of \$1,070,960 and total cost to LCSWMA, inclusive of internal transportation expense, in the estimated amount of \$1,654,150.

APPROVED BY THE BOARD OF DIRECTORS:

(signature)

tober 18,2024