

On November 1, 2018 at 1:02 pm, the Keystone Chapter of SWANA Board of Directors Meeting was called to order by **Mr. Sweeney**. Meeting was held at the Lancaster County Solid Waste Management Authority. Those in attendance were:

Officers

Sean Sweeney
Michele Nestor
Lynne Jeffries

Board of Directors

Dan Brown
Jill Hamill
Scot Sample
Bob Watts
Denise Wessels
Carolyn Witwer

Committee Chairs, Members, & Visitors

Michelo Kalambo
Chanda Martino
Robert Shoenberger
Larry Taylor

Not present: Tom Lock, Bryan Wehler, Mike Engel, David Horne, Scott McGrath, Chuck Raudenbush, Alison D'Airo

SECRETARY'S REPORT

Mr. Sweeney presented the minutes from the September 6, 2018 Annual Board Meeting. A motion was made by **Mr. Watts** to approve the minutes. **Ms. Witwer** seconded. Vote was called; the motion passed unanimously.

The September 6, 2018 Board Meeting minutes are attached and hereto made part of the minutes.

TREASURER'S REPORT

A motion to approve payment of the Administrative and Marketing Director invoice as presented was requested. **Ms. Wessels** so moved and **Mr. Sample** seconded. Vote was called; the motion passed unanimously.

Mr. Taylor reviewed the Fall Conference reports for 2018 and 2019.

Ms. Jeffries reviewed the submitted Treasurer's Report. A motion to approve the Treasurer's Reports and all transactions from September 1 through October 18 was requested. Motion was made by **Mr. Sample** and seconded by **Mr. Watts**. Vote was called; motion passed unanimously.

Mr. Taylor reviewed the Internal Audit Format Proposal and requested suggestion or comments. A suggestion was made to obtain account balances and transactions from all accounts to compare with our records.

The Treasurer's Report and referenced documents are attached and hereto made part of the minutes.

COMMITTEE REPORTS

Legislative Policy

Ms. Nestor reviewed the amendments and additions to Act 101. A brief discussion followed.

Membership/Marketing

Ms. Nestor requested a volunteer to assume the Membership/Marketing Chair position.

Newsletter

Mr. Hasemeier reported the fall edition of the newsletter will be released in about a week. The next article deadline is January 15, 2019.

Nominating

No report.

Fall Conference

Ms. Nestor is working with the Hilton to come up with a spreadsheet to tally expenses.

There was positive feedback from the new signage introduced at the 2018 Fall Conference. There may be new sponsorships for 2019.

Mini-Tech Seminars

Ms. Wessels reviewed her report.

The Mini-tech report is attached and hereto made part of the minutes.

Road-E-O & International

Mr. Watts announced the dates and location for the 2019 Road-E-O; June 7 or 14 in Blossburg, PA.

The International Director's Report was reviewed. **Mr. Watts** made a motion to authorize signatures on other Region 7 MOU with **Mr. Watts** to be the Regional International Board Representative. The motion was seconded by **Ms. Jeffries**. A vote was called; motion passed unanimously. The MOU was signed by **Mr. Sweeney**.

The International Director's report and Region 7 MOU are attached and hereto made part of the minutes.

Safety

Mr. Horne's report was reviewed.

The Safety Report is attached and hereto made part of the minutes.

Scholarships

Mr. Brown reviewed the Scholarship program structure.

Young Professionals

Mr. Brown discussed the YP report presented.

The Young Professionals Report is attached and hereto made part of the minutes.

Website

A PIN was added to the Uberconference calls for increased security purposes.

CHAPTER CALENDAR

November 2018

- Thursday, 11/1, 10 am, **LCSWMA Waste-to-Energy Tour Mini-Tech, Bainbridge, PA**
- Thursday, 11/1, 2 pm - **Board Meeting, LCSWMA, Bainbridge, PA**
- Audit Committee meeting, immediately following Board Meeting
- Treasurer submits Chapter financial report to the accountant
- Plan to renew Administrative & Marketing Director Contract for next year

December 2018

- **No Board Meeting**

- Submit Chapter annual reports to SWANA International

January 2019

- Thursday, 1/3, 10 am, **Board Meeting Conference Call**
- 1/15, Article Deadline for winter edition of *The Keystone*
- Accountant audits financial report and prepares 990 IRS Tax Filing

February 2019

- Thursday, 2/7, 10 am - **Board Meeting Conference Call**
- Receive Scholarship applications from SWANA Headquarters
- Send Scholarship announcement to members
- Distribute winter edition of *The Keystone*

March 2019

- Thursday, 3/7, 10 am - **Board Meeting Conference Call**

April 2019

- Thursday, 4/4, 10 am - **Board Meeting Conference Call**

May 2019

- 5/1, Chapter Scholarship Application Deadline
- Thursday, 5/2, 10 am - **Board Meeting, TBD**
- Nominating Committee presents Slate of Officers and Directors for election
- 5/15, Article deadline for summer edition of *The Keystone*

June 2019

- Thursday, 6/6, 10 am - **Board Meeting Conference Call**
- 6/1, Deadline for submittal of Grant H. Flint Scholarship recommendations to SWANA Headquarters
- Review annual budget
- Distribute summer edition of *The Keystone*

July 2019

No activities planned.

August 2019

- Thursday, 8/1, 10 am - **Board Meeting Conference Call**

September 2019

- 9/4 – 9/5, 21th Annual Joint Fall Conference, Hilton Harrisburg
- 9/5, **Chapter Annual Business Meeting and Election** immediately following Fall Conference
- 9/14, deadline to submit articles for fall edition of *The Keystone*
- Chapter Fiscal Year Ends

OLD BUSINESS

No old business.

NEW BUSINESS

Mr. Sweeney discussed the need for Chapter goals for 2019. Goals will be discussed at a future meeting.

Introductions by all in attendance were made to welcome the new Directors.

NEXT MEETING

The next regularly scheduled meeting of the Keystone Chapter Board of Directors will be held as a conference call on January 3, 2019 at 10:00 am.

ADJOURN

There being no further business, motion was made to adjourn the meeting at 1:48 pm by **Mr. Watts**. The motion was seconded by **Ms. Wessels**. A vote was called; motion passed unanimously.

Respectfully Submitted,

Chanda Martino

Pennsylvania Keystone Chapter of SWANA								
Administrative and Marketing Director								
Time Sheet for September 28, 2018 - October 26, 2018								
Date	Time	Mileage		General	Fall Conf	Roadeo	MiniTech	
28-Sep	3		minutes, timesheet, invoice, update website	3				3
1-Oct	0.25		email	0.25				0.25
2-Oct	0.5		email	0.5				0.5
3-Oct	1.5		email, MT and YP session email, webstie updates	0.75			0.75	1.5
4-Oct	0.5	7.2	GLRA, mail, email	0.5				0.5
5-Oct	2.75	7.2	GLRA, updates to chapter documents, email, newsletter review, MT and YP session updates, unpaid invo	1	0.75		1	2.75
8-Oct	3.25		safety article email, domain security documents, email, call w Lynne, member list	3.25				3.25
9-Oct	0.5		MT emails and docs, general emails	0.5			1	1.5
10-Oct	2.25	15.3	FCCB, G&L Trophies, email, deposit checks, pick up president plaque	2.25				2.25
11-Oct	2.75	12.7	GLRA, Mail Dock, Kay's membership, website updates, mail president plaque, mail, email	2.75				2.75
12-Oct	1.25		YP session email, Wild Apricot payment, credit card access	1			0.25	1.25
14-Oct	0.5		YP session email				0.5	0.5
15-Oct	0.25		YP session updates to organizers				0.25	0.25
16-Oct	0.25		YP session updates emails to organizers				0.25	0.25
17-Oct	0.25		YP session updates emails to organizers, email for attendees				0.25	0.25
18-Oct	3.25		email, YP ceus, non-disclosures for officers, website updates	2.25			1	3.25
19-Oct	0.5		email	0.5				0.5
22-Oct	2.5	7.2	GLRA, mail, email, MT email, MT arrangements	1.25			1.25	2.5
23-Oct	3.5		MT emails, BOD meeting prep, invoices, Uberconference security issues, timesheet	3			0.5	3.5
24-Oct	3		timesheet, BOD meeting prep, MT prep change billing with Uberconference	2			1	3
25-Oct	1.75		email, BOD meeting documents, timesheet	1.75				1.75
26-Oct	2.5		Kay's membership, MT badges, CEUs, email	1			1.5	2.5
								0
				27.5	0.75	0	9.5	37.75
				962.50	26.25	0.00	332.50	\$1,321.25
Total Time	36.75							
Total Miles		49.6						
							MILEAGE	\$27.03
							PHONE	\$60.00
							INTERNET	\$30.00
							TOTAL	\$1,438.28

ADMINISTRATIVE AND MARKETING DIRECTOR INVOICE

DATE: 10/29/2018

TO:
Pennsylvania Keystone Chapter of SWANA

1610 Russell Road
Lebanon, Pa 17046

Chanda J. Martino

5 Heart Lane
Lebanon, PA 17046
717.507.7462

DESCRIPTION	HOURS/MILES	RATE	AMOUNT
Hours for September 28, 2018 – October 26, 2018	36.75	35.00	1,321.25
Mileage	49.6	.545	27.03
Phone (October)		60.00	60.00
Internet (October)		30.00	30.00
		TOTAL	1,438.28

EXPENSES DESCRIPTION	AMOUNT
Mail Dock – President plaque	17.34
TOTAL	17.34

TOTAL DUE:

\$1,455.62

International Director's Report November 1, 2018

Recent Activity

- SWANA has been awarded a grant by the U.S. State Department to provide solid waste training to Colombian officials in 2019-2020
- New Regional MOU needs to be approved by the Chapter by the end of the year
- SWANA will participate in the U.S. EPA's American Recycles Day Summit.
- Membership the end of September was at 10,319
- SWANA is planning to work with EREF on research on fires at disposal and collection facilities.
- Commented on T-9.3 Termination of Solid Waste Landfill Post Closure Care Requirements.

Calendar of Events:

2019 SWANApalooza – Boston – February 25-28

2019 Mid-Atlantic Regional Road-E-O – Northern Tier Solid Waste Authority - TBD

2019 International Road-E-O Phoenix - TBD

Future WASTECONs:

2019: Phoenix – October 21-23, 2019

2020: Dallas – August 25-27, 2020

2024: Orlando – TBD

REGION 7
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is a mutual engagement and covenant by and among the undersigned Chapters (“Chapters”) of the Solid Waste Association of North America, Inc. (“SWANA”).

1. Purpose. To create and sustain, through a collaborative relationship, the necessary and proper governance of SWANA, the Chapters hereby jointly and severally undertake the obligations, actions and functions herein set forth.

2. Term. This MOU shall be in force on the date when it has been signed by all the Chapters (“Effective Date”). Upon the second anniversary of the Effective Date and biennially thereafter, this MOU shall automatically renew for successive 24-month periods on the same terms and conditions (but subject to the addendum referred to in Paragraph 7) unless, during any of such two-year periods, the Chapters shall have otherwise unanimously agreed in writing with respect to Region-specific content in Paragraphs 5 and 7.

3. General Provisions.

(a) The Chapters acknowledge and agree that, besides the commitments hereby pledged, they and each of them shall discharge their responsibilities under applicable law, the SWANA Bylaws (“Bylaws”) and the SWANA Policy Manual (“Policy Manual”).

(b) This MOU shall not restrict the Chapters or any of them from engaging or participating by themselves or with any individuals, groups, or public or private organizations and entities in ventures or activities that do not conflict with their duties hereunder.

4. Regional Director Qualifications.

(a) By vote of the Chapters, the Region shall elect or appoint as its representative to the SWANA Board of Directors (“Board”) a SWANA member who:

(1) (A) Resides or works in the geographical area of a Chapter in this Region or (B) has designated a Chapter in this Region for affiliation;

(2) Has served on the SWANA International Board or as a Chapter officer; and

(3) Provides a written commitment from their employer to accommodate their service on the Board. Such commitment shall specifically acknowledge that a Board member is expected to:

(A) Prepare for, attend and participate in (i) three Board meetings annually, (ii) Board and Standing Committee teleconferences and email exchanges, (iii) Regional and Advisory Board (“AB”) meetings, teleconferences and email exchanges and (iv) WASTECON@;

(B) Consider and vote on all matters presented to the Board for action; and

(C) Devote such time and attention as necessary and sufficient to fulfill Board duties for the upcoming term of service.

(b) The Region may elect or appoint a Deputy Regional Director who may attend and participate in meetings and conference calls if and when attendance and participation by the Regional Director is excused as provided in the Policy Manual. Such participation shall not include the right to vote. Besides such other suitability factors as the Region may require, any such deputy shall possess the qualifications set forth in Paragraph 4(a)(1) and (2) above.

5. Regional Director Selection. The Regional Director ~~and any Deputy Regional Director~~ shall be elected or appointed in the following manner:

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(a) Each chapter will have one vote for ~~each~~ the Regional Director ~~and Deputy Regional Director~~.

(b) Elections shall take place every 2 years.

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(c) After 3 2-year terms, the next Regional Director must be from a chapter other than the chapter currently affiliated with the Regional Director, unless the other two chapters do not have a qualified and willing candidate.

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(d) Each candidate for Regional Director ~~or Deputy Regional Director~~ shall provide each chapter in the Region with an application that shows he or she meets the requirements set forth in Section 4(a) of this MOU and a personal statement that includes such things as why he or she wants the position and goals for the organization and the Region.

The Regional Director shall hold office for such term or terms as provided in the Bylaws.

6. Regional Director Responsibilities and Standards of Conduct. The Regional Director shall be subject to such obligations as are prescribed, in descending authority, by applicable law, the Bylaws, and the Policy Manual. The Regional Director shall attend all Board meetings and conference calls required by the Board. Failure to attend two consecutive meetings or conference calls is grounds for removal from the position. ~~If the Regional Director is unable to attend one of the meetings, he or she shall designate one of the AB Delegates in the Region to take his or her place. (Note that the designated representative does not have a vote on the Board.)~~ The Regional Director shall be responsible for the following communications with the Chapters in the Region:

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(a) The Regional Director shall hold a conference call with the AB ~~Representatives~~ ~~Delegate~~ prior to all Board meetings to inform them about the meeting agenda and to obtain input from the Chapters within the Region.

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(b) The Regional Director shall hold a conference call with the ~~Advisory Board Members~~ ~~Delegates~~ within one month of all Board meetings to inform the AB ~~Representatives-Delegate~~ about significant issues coming from the Board meeting.

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(c) The Regional Director shall attend one ~~Chapter~~ Board of Director meeting annually for each chapter in the Region either in person or by conference call, unless a chapter does not request such attendance.

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7. Regional Director Funding Assurance. To enable the Regional Director to fulfill their duties, the Chapters jointly and severally commit to paying the costs and expenses of the Regional Director from such sources and in such amounts as the Chapters shall agree. For the 24-month period beginning on the Effective Date, the funding sources shall be:

(a) Each chapter will share the cost of the travel equally for the Regional Director for the Winter Meeting and the Mid-Year Meeting if the Regional Director's employer does not cover the cost of travel. Travel costs include airfare, hotel and meal per diem for meals not covered by SWANA IBthe Board. Reimbursement for travel costs will be based on the following guidelines:

- (1) Economy Class aAirfare must be purchased 30 days before or provide reasonable explanation as to why it was not.
- (2) Hotel costs will be covered for the official SWANA hotel hosting the meeting or a less expensive option. Hotel nights include the night before the meeting and the night between day 1 and day 2 of the meeting. The night following the 2nd day of the meeting will be covered if there is no reasonable air or other transportation options available following the meeting on the 2nd day.
- (3) Meals will be covered at the published U.S. State Department government per diem rates for meals that are not included as part of the SWANA IB-Board itinerary.
- ~~(3)~~(4) If requested by the Region's AB Delegates or Chapter President(s), the Regional Director shall submit a travel expense report with sufficient details for approval.

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(b) Travel cost for the Annual Meeting will be covered by the Regional Director's affiliated chapter or employer.

(c) Each chapter will pay the cost of travel for their Advisory-Board Member Delegate for the Annual Meeting if the AB member's-Delegate's employer does not pay for travel

(d) If the Regional Director is unable to attend the Winter Meeting or the Mid-Year Meeting, travel costs for his or her designated representative will be covered as per the guidelines established in this section. Travel costs for the Deputy Regional Director are not covered by the chapters in the region unless the Deputy Regional Director is attending the Winter or Mid-Year Meeting in place of the Regional Director.

On the second anniversary of the Effective Date and biennially thereafter, the Chapters shall prepare and execute an addendum to this MOU identifying the sources of funding and re-confirming the above-stated financial commitment for the ensuing 24 months. A failure to meet this continuing obligation shall be addressed as provided in the Policy Manual.

8. Advisory Board and Standing Committee Participation. Except for the Chapter with which the Regional Director is affiliated, each of the Chapters shall elect or appoint an individual to serve as its AB delegate-Delegate and, as assigned by the AB Chair, Standing Committee member. All delegates shall prepare for, attend, and participate in all AB and Standing Committee meetings, conference calls, and email exchanges and discussions. The general organization and functioning of the AB and its members shall be as prescribed in the Policy Manual. The Regional Director shall seek to have balance in representation of the Region on

~~the~~himself/herself and the Region's AB Delegates on different Standing Committees. This may require assigning AB ~~Representatives-Delegates~~ to a Standing Committee.

9. **Dispute Resolution.** Any claim or dispute arising out of this MOU, if not settled after the affected Chapters confer in good faith, shall be resolved by the AB. If one or more Chapters consider such resolution unsatisfactory, they may appeal to the Board whose decision, by majority vote, shall be final and binding.

10. **Entire Agreement.** This MOU constitutes the entire understanding and agreement of the Chapters, and all prior agreements, understandings, representations and statements have been merged herein. This MOU may not be modified, and no agreement hereafter made by and among the Chapters or any of them shall be binding on any party, unless expressed in writing and signed by the affected parties. The fully executed original of this MOU and any subsequent amendments hereof, including the addendum referred to in Paragraph 7, shall be filed with the SWANA Office. Copies shall be retained by each of the Chapters.

IN WITNESS WHEREOF, the Chapters have caused this MOU to be signed by their respective duly authorized presidents.

~~Enter formal name of~~Keystone Chapter

By: _____
Signature and date
_____ Print name
President

~~Enter formal name of~~New Jersey Chapter

By: _____
Signature and date
_____ Print name
President

~~Enter formal name of Chapter~~Mid-Atlantic Chapter

By: _____
Signature and date
_____ ~~Print name~~ Timothy Ford
President

=====

____ Enter formal name of Chapter

By: _____
____ Signature and date _____ Print name
____ President

____ Enter formal name of Chapter

By: _____
____ Signature and date _____ Print name
____ President

Pennsylvania Keystone Chapter SWANA

FY 2018 – 2019 Calendar

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