

# CLAIRTON MUNICIPAL AUTHORITY

## BOARD OF DIRECTORS MEETING

May 20, 2021

Meeting called to order at 6:00 PM by Doug Ozvath, Vice Chairman.

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Executive Session was held from 5:00 P.M. until 6:00 PM to discuss personnel and litigation.

	Present	Absent
<u>Roll Call</u>		
Donald Nevills	<u>X</u>	<u>          </u>
John Vitullo	<u>X</u>	<u>          </u>
Doug Ozvath	<u>X</u>	<u>          </u>
Jim Cerqua	<u>X</u>	<u>          </u>
Nick Nickolich	<u>X</u>	<u>          </u>

### Administration/Professional

Ryan Potts, Acting Superintendent  
Jim Hannan, P.E., Finance Director  
Joe Dalfonso, Solicitor  
Gary Matta, Solicitor  
John Mowry, KLH Engineers

### Citizens Comments

This meeting was conducted via conference phone call due to the pandemic caused from the COVID-19 Virus. Public Comments on the agenda were asked for by the posting of the agenda on the Authority web site [www.clairtonmunicipalauthority.org](http://www.clairtonmunicipalauthority.org). Public comments were solicited through a special e-mail response set up at [info@ClairtonMunicipalAuthority.org](mailto:info@ClairtonMunicipalAuthority.org). Any comment received will be addressed at the next regular meeting. This process will be refined in the future to allow for public listening of the regular meeting on- line. The recording of this meeting will be posted on the Authority web site. As of the date of the preparation of these minutes one comment was received.

Ms. Nicole Ruscitto of 1225 High Road Jefferson Hills, PA 15025 had comments about the following:

- County Hauling Contract item 9.a. of the agenda
- KLH requisition #361B

No other comments were made by the public.

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John Vitullo moved, and Nick Nickolich seconded the motion to approve the minutes from the April 15, 2021 Board Meeting. The motion carried 5-0.

Nick Nickolich moved, and Don Nevills seconded the motion to approve the paying of the bills from April 15, 2021 to May 19, 2021. The motion carried 5-0. Mr. Nickolich abstained on the Nickolich Sanitation invoice.

John Vitullo moved, and Nick Nickolich seconded the motion to approve the Year-to-Date Income Statements for Treatment and Collections. The motion carried 5-0.

Jim Cerqua moved, and John Vitullo seconded the motion to approve Collection System Billing Summary. The motion carried 5-0.

Jim Cerqua moved, and Don Nevills seconded the motion to continue with the \$Energy Fund under established protocols. The motion carried 5-0.

Jim Cerqua moved, John Vitullo seconded the motion to approve the request of the TriCOG Land Bank to wave all taxes, tax claims, and municipal claims due against 533 Constitution Circle and 326 N 3<sup>rd</sup> Street Clairton, PA 15025 including any amounts that have become due since the TCLB has acquired the properties. The motion carried 5-0.

Don Nevills moved, and Jim Cerqua seconded the motion to rent an Elgin Broom Badger street sweeper from A & H Equipment Company at the rate of \$2,000 per week in according to the Master Equipment Rental Agreement dated 5/11/2021. The motion carried 5-0.

Jim Cerqua moved, and Nick Nickolich seconded the motion to authorize KLH Engineers to prepare an emergency repair contract and authorize its bidding. The motion carried 5-0

Jim Cerqua moved, and Don Nevills seconded the motion to approve the request submitted by John Mowry of KLH Engineers for Requisition #361-B in the amount of \$9,672.00. Motion carried 5-0.

Jim Cerqua moved, and John Vitullo seconded the motion to have KLH Engineers prepare plans and specifications and authorizing of bidding for the HVAC Revisions of the Wet Well and Headworks per the KLH Memorandum dated 04/30/2021. Motion carried 5-0.

Jim Cerqua moved, and John Vitullo seconded the motion to approve the transfer of the Waste Disposal Contract from Nickolich Sanitation to County Hauling 111 Conner Lane Belle Vernon, PA 15012. The motion carried 5-0.

Jim Cerqua moved, and Don Nevills seconded the motion to approve a memorandum of understanding with the union relative to operators to work 12 hour shifts with no overtime unless working more than 12 hours per day or 40 hours per week. The motion carried 5-0

Jim Cerqua moved, and John Vitullo seconded the motion to adjourn to executive session not to return at 6:30 PM. The motion carried 5-0.

  
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SECRETARY

**CLAIRTON MUNICIPAL AUTHORITY**

**BOARD OF DIRECTORS**

**Regular Monthly Meeting**

**Thursday May 20, 2021**

**5:00 P.M.**

**AGENDA**

**Roll Call and Pledge of Allegiance**

1. Comments from the Public
2. Approval of Minutes
  - a. Motion to approve the minutes from the Regular Board Meeting of April 15, 2021.
3. Motion to approve the bills
4. Motion to approve the Year-to-Date Income Statements for both Treatment and Collection.
5. Motion to approve Collection System Billing Summary.
6. Finance Report
  - a. Motion to continue with the \$energy fund program under the established protocols.
7. Collection & Operation Report
  - a. Motion to approve the renting of an Elgin Broom Badger street sweeper from A&H Equipment Company at a rate of \$2,000 per week in according to the Master Equipment Rental Agreement dated 05/11/2021.
8. Engineer's Report
  - a. Approval of request submitted by John Mowry of KLH, for Requisition #361B in the amount of \$9,672.00.
9. Solicitor's Report
  - a. Motion to approve the transfer of the Waste Disposal Contract from Nickolich Sanitation to County Hauling 111 Conner Lane, Belle Vernon, PA 15012.
10. New Business
11. Old Business

**Motion to Adjourn**

**CMA**  
**MEETING Check Register**  
**For the Period From Apr 16, 2021 to May 20, 2021**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
7910	4/30/21	Applied Maintenance	10310-G	497.39
7911	4/30/21	COMCAST BUSINES	10310-G	465.90
7912	4/30/21	COUNTY HAULING	10310-G	25,746.40
7913	4/30/21	DODARO, MATTA &	10310-G	7,169.00
7914	4/30/21	DUQUESNE LIGHT	10310-G	24,644.63
7915	4/30/21	FISHER SCIENTIFIC	10310-G	441.45
7916	4/30/21	HOME DEPOT	10310-G	42.98
7917	4/30/21	HORIZON	10310-G	816.00
7918	4/30/21	Intertech Security	10310-G	1,999.17
7919	4/30/21	M & B Window Clean	10310-G	250.00
7920	4/30/21	Madison National Life	10310-G	1,274.12
7921	4/30/21	MAHER DUESSEL	10310-G	4,961.80
7922	4/30/21	Mon River Supply	10310-G	668.14
7923	4/30/21	Municipal Finance Pa	10310-G	2,000.00
7924	4/30/21	PEOPLES NATURAL	10310-G	510.98
7925	4/30/21	SNYDER BROTHER	10310-G	215.07
7926	4/30/21	TRUMBULL INDUST	10310-G	641.00
7927	4/30/21	UNIVAR SOLUTION	10310-G	2,095.99
7928	4/30/21	VERIZON WIRELES	10310-G	213.50
7929	4/30/21	Web-Makeovers	10310-G	175.00
7930	4/30/21	WEX BANK	10310-G	1,166.70
7931	4/30/21	PRECISION COPY P	10310-G	817.66
7932	4/30/21	CRAWFORD ELLEN	10310-G	10,840.50
7933	5/20/21	A&H EQUIPMENT	10310-G	765.16
7934	5/20/21	ACTION SUPPLY PR	10310-G	621.10
7935	5/20/21	AIRGAS USA, LLC	10310-G	159.10
7936	5/20/21	Applied Maintenance	10310-G	515.36
7937	5/20/21	BISSNUS INC	10310-G	1,536.65
7938	5/20/21	C. GREGG BOYCE	10310-G	400.00
7939	5/20/21	CINTAS	10310-G	271.09
7940	5/20/21	COMCAST	10310-G	1,559.45
7941	5/20/21	COUNTY HAULING	10310-G	25,317.59

**CMA**  
**MEETING Check Register**  
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Check #	Date	Payee	Cash Account	Amount
7942	5/20/21	CSI Investigation	10310-G	1,054.75
7943	5/20/21	DE LAGE LANDEN F	10310-G	110.00
7944	5/20/21	DRNACH ENVIRON	10310-G	4,985.00
7945	5/20/21	DTI Development	10310-G	3,000.00
7946	5/20/21	DUQUESNE LIGHT	10310-G	21,345.39
7947	5/20/21	ELIZABETH ELECTR	10310-G	29.29
7948	5/20/21	FAYETTE WASTE L	10310-G	98.64
7949	5/20/21	FNB Commercial Cre	10310-G	1,321.10
7950	5/20/21	GATEWAY ENGINE	10310-G	616.87
7951	5/20/21	Groff Tractor & Equip	10310-G	84.56
7952	5/20/21	HACH COMPANY	10310-G	1,115.00
7953	5/20/21	HENDERSON PEST	10310-G	90.00
7954	5/20/21	IEH AUTO PARTS LL	10310-G	42.84
7955	5/20/21	JD PRINTING INC	10310-G	2,874.00
7956	5/20/21	KC AUTO AND TRU	10310-G	95.00
7957	5/20/21	KLH ENGINEERS, IN	10310-G	6,989.58
7958	5/20/21	LINK COMPUTER C	10310-G	1,275.60
7959	5/20/21	MEIT	10310-G	23,755.63
7960	5/20/21	MODEL UNIFORMS	10310-G	444.64
7961	5/20/21	NICKOLICH SANITA	10310-G	2,423.26
7962	5/20/21	PA AMERICAN WAT	10310-G	3,197.32
7963	5/20/21	PASTORE PLUMBIN	10310-G	7,200.00
7964	5/20/21	PENNSYLVANIA ON	10310-G	95.40
7965	5/20/21	PEOPLES NATURAL	10310-G	458.14
7966	5/20/21	Pioneer Research	10310-G	716.25
7967	5/20/21	PITTSBURGH POST	10310-G	1,580.98
7968	5/20/21	PRECISION COPY P	10310-G	441.90
7969	5/20/21	PRINCE PRINTING	10310-G	638.00
7970	5/20/21	PURCHASE POWER	10310-G	1,020.99
7971	5/20/21	Quill.com	10310-G	1,681.28
7972	5/20/21	RAM Industrial Servic	10310-G	1,850.00
7973	5/20/21	RONDINELLI, DEBO	10310-G	500.00

**CMA**  
**MEETING Check Register**  
**For the Period From Apr 16, 2021 to May 20, 2021**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
7974	5/20/21	SAMS CLUB	10310-G	77.10
7975	5/20/21	SHILOH SERVICE, I	10310-G	989.00
7976	5/20/21	TRUMBULL INDUST	10310-G	641.00
<b>Total</b>				<b><u>211,637.39</u></b>

CMA  
Year to Date Income Statement  
WWTP Budget to Actual  
For the Four Months Ending April 30, 2021  
Percent of Year 33.33% (4 months / 12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Clairton Collecti/Debt Service	\$ 397,251.32	\$ 1,191,016.00	793,764.68	33.35
Jefferson Hills Debt Service	309,371.96	928,116.00	618,744.04	33.33
Petersan WWTP Debt Service	266,883.12	800,649.00	533,765.88	33.33
South Park Debt Service	48,106.36	114,319.00	66,212.64	42.08
<b>Total Debt Service Revenues</b>	<b>1,021,612.76</b>	<b>3,034,100.00</b>	<b>2,012,487.24</b>	<b>33.67</b>
<b>Clairton Collec/Operation/Main</b>	<b>653,816.00</b>	<b>1,078,920.00</b>	<b>425,104.00</b>	<b>60.60</b>
<b>Jefferson Hills Operation/Main</b>	<b>395,726.00</b>	<b>1,071,840.00</b>	<b>676,114.00</b>	<b>36.92</b>
<b>Petersan Operation/Maint</b>	<b>529,792.00</b>	<b>1,114,220.00</b>	<b>584,428.00</b>	<b>47.55</b>
<b>South Park Operation/Maint</b>	<b>104,146.00</b>	<b>233,720.00</b>	<b>129,574.00</b>	<b>44.56</b>
<b>Total Consumption Revenues</b>	<b>1,683,480.00</b>	<b>3,498,700.00</b>	<b>1,815,220.00</b>	<b>48.12</b>
<b>Other Revenue</b>				
Sludge Acceptance	46,310.00	150,000.00	103,690.00	30.87
Collection Office Rent	0.00	12,000.00	12,000.00	0.00
Interest Income	2,321.06	20,000.00	17,678.94	11.61
Investment Interest	14,431.13	30,000.00	15,568.87	48.10
Capacity Fees	16,180.00	50,000.00	33,820.00	32.36
<b>Total Other Revenues</b>	<b>79,242.19</b>	<b>262,000.00</b>	<b>182,757.81</b>	<b>30.25</b>
<b>Total Revenues</b>	<b>\$ 2,784,334.95</b>	<b>\$ 6,794,800.00</b>	<b>4,010,465.05</b>	<b>40.98</b>
<b>Expenses</b>				
Office Expenses	\$ 2,964.94	\$ 15,400.00	12,435.06	19.25
Treatment Supplies & Chemicals	36,617.04	102,500.00	65,882.96	35.72
Treatment Sludge Disposal	101,082.69	300,000.00	198,917.31	33.69
Flow Monitoring Data & Fees	60,350.00	134,480.00	74,130.00	44.88
Equipment	14,108.98	380,148.00	366,039.02	3.71
Maintenance & Repair	13,652.53	103,200.00	89,547.47	13.23
Vehicle Expense	1,896.61	9,000.00	7,103.39	21.07
Utilities	123,526.18	350,900.00	227,373.82	35.20
Wages & Taxes	353,192.27	903,986.00	550,793.73	39.07
Employee Benefits	137,264.21	390,824.00	253,559.79	35.12
Conference & Memberships	1,192.77	26,000.00	24,807.23	4.59
Professional Services	97,100.82	249,900.00	152,799.18	38.86
Insurance	77,173.00	57,000.00	(20,173.00)	135.39
<b>Total Operating Expenses</b>	<b>1,020,122.04</b>	<b>3,023,338.00</b>	<b>2,003,215.96</b>	<b>33.74</b>
<b>Total Debt Payments</b>				
Series B Bond Interest Expense	0.00	1,979,100.00	1,979,100.00	0.00
Series B Bond Principal	0.00	1,085,000.00	1,085,000.00	0.00
Debt Service Coverage - 10%	0.00	306,562.00	306,562.00	0.00
<b>Total Debt Payments</b>	<b>0.00</b>	<b>3,370,662.00</b>	<b>3,370,662.00</b>	<b>0.00</b>
<b>Total Expenses</b>	<b>1,020,122.04</b>	<b>6,394,000.00</b>	<b>5,373,877.96</b>	<b>15.95</b>
<b>Over/Under Budget</b>	<b>\$ 1,764,212.91</b>	<b>\$ 400,800.00</b>	<b>(1,363,412.91)</b>	<b>440.17</b>

For Management Purposes Only

CMA  
Year to Date Income Statement  
Collection Budget to Actual  
For the Four Months Ending April 30, 2021  
Percent of Year 33.33% (4 months /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Residential Flat Rate	\$ 329,535.61	\$ 1,658,400.00	1,328,864.39	19.87
Commerical Flat Rate	45,291.86	178,000.00	132,708.14	25.44
Alleg Housing Flat Rate	38,400.00	115,200.00	76,800.00	33.33
School Flat Rate	7,200.00	21,600.00	14,400.00	33.33
USS Flat Rate	286,600.00	859,800.00	573,200.00	33.33
<b>Total Debt Service Revenues</b>	<b>707,027.47</b>	<b>2,833,000.00</b>	<b>2,125,972.53</b>	<b>24.96</b>
<b>Total Consumption Revenues</b>	<b>424,815.14</b>	<b>1,300,000.00</b>	<b>875,184.86</b>	<b>32.68</b>
<b>Total Consumption Revenues</b>	<b>\$ 424,815.14</b>	<b>\$ 1,300,000.00</b>	<b>875,184.86</b>	<b>32.68</b>
<b>CTH Consumption Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>	<b>0.00</b>
CTH Debt Service Revenues	53,200.00	0.00	(53,200.00)	0.00
CTH Penalty and Interest	0.00	0.00	0.00	0.00
<b>Total Century Townhomes</b>	<b>53,200.00</b>	<b>0.00</b>	<b>(53,200.00)</b>	<b>0.00</b>
<b>Other Revenue</b>				
Penalty	29,652.93	120,000.00	90,347.07	24.71
Dye Test Fees - Plumber	2,875.00	0.00	(2,875.00)	0.00
Dye Test - Application Fees	2,380.00	3,000.00	620.00	79.33
Lien Letter Fees	1,880.00	2,500.00	620.00	75.20
NSF Fees	5.00	300.00	295.00	1.67
Posting Fees -Terminations \$20	26,939.97	45,000.00	18,060.03	59.87
Magistrate & Legal Fees	(531.00)	300.00	831.00	(177.00)
Notice Fee - \$15	(205.00)	4,000.00	4,205.00	(5.13)
Interest Income	0.00	1,500.00	1,500.00	0.00
Prior Sewage Fee	1,884.42	500.00	(1,384.42)	376.88
<b>Total Other Revenues</b>	<b>64,881.32</b>	<b>177,100.00</b>	<b>112,218.68</b>	<b>36.64</b>
<b>Total Revenues</b>	<b>\$ 1,249,923.93</b>	<b>\$ 4,310,100.00</b>	<b>3,060,176.07</b>	<b>29.00</b>
<b>Expenses</b>				
Office Expenses	\$ 898.69	\$ 6,500.00	5,601.31	13.83
Billing Expense	17,679.34	66,000.00	48,320.66	26.79
Collection System Supplies	5,712.97	37,300.00	31,587.03	15.32
Equipment	76.15	40,500.00	40,423.85	0.19
Maintenance & Repair	10,923.06	105,000.00	94,076.94	10.40
Vehicle Expense	4,488.60	17,500.00	13,011.40	25.65
Utilities	9,097.86	28,320.00	19,222.14	32.13
Wages & Taxes	72,726.61	309,600.00	236,873.39	23.49
Employee Benefits	43,639.86	173,248.00	129,608.14	25.19
Conference & Memberships	142.86	16,000.00	15,857.14	0.89
Professional Services	34,677.30	231,500.00	196,822.70	14.98
Insurance	33,075.00	67,000.00	33,925.00	49.37
WWTP Treatment Charges	871,260.00	1,191,016.00	319,756.00	73.15
<b>Total Operating Expenses</b>	<b>1,104,398.30</b>	<b>2,289,484.00</b>	<b>1,185,085.70</b>	<b>48.24</b>
<b>Total Debt Payments</b>				
Debt Pmt City of Clairton	135,912.64	407,738.00	271,825.36	33.33

For Management Purposes Only



CMA  
Year to Date Income Statement  
Collection Budget to Actual  
For the Four Months Ending April 30, 2021  
Percent of Year 33.33% (4 months /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Debt Pmt (full bond)	176,254.16	528,762.00	352,507.84	33.33
Debt Service Coverage - 10%	0.00	52,809.00	52,809.00	0.00
Debt Pmt WWTP Transfers	397,251.32	1,191,754.00	794,502.68	33.33
Total Debt Payments	709,418.12	2,181,063.00	1,471,644.88	32.53
Total Expenses	1,813,816.42	4,470,547.00	2,656,730.58	40.57
Over/Under Budget	\$ (563,892.49)	\$ (160,447.00)	403,445.49	351.45

CMA  
Cash Account Monthly Summary  
As of: April 30, 2021

	<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursements</u>		<u>Ending Balance</u>
<b>Operating Accounts</b>							
10320-T FN-WWTP Depository	7,978,787.24	\$	986,001.82	\$	(536,793.70)	\$	8,427,995.36
10330-C FN-Collection Depository	3,265,697.09		402,792.88		(479,644.77)		3,188,845.20
10311-G FN-Payroll	56,785.04		134,580.63		(137,016.70)		54,348.97
10310-G FN-Disbursements	524,552.53		220,073.16		(230,913.66)		513,712.03
<b>Reserved Accounts</b>							
10331-C FN-Collection City Pmts	292,112.67		33,978.16		0.00		326,090.83
10322-T FN-OPEB	499,459.45		86.21		0.00		499,545.66
10321-T FN-WWTP Capacity & Capital Im	2,620,025.61		1,225.29		0.00		2,621,250.90
10333-C Collection Capital Improvement	1,216,357.23		0.00		0.00		1,216,357.23
10332-T WWTP Debt Coverage	78,652.87		13.58		0.00		78,666.45
Total FNB Accounts	<u>16,532,429.73</u>	\$	<u>1,778,751.73</u>	\$	<u>(1,384,368.83)</u>	\$	<u>16,926,812.63</u>
<b>Trustee Accounts</b>							
10200-C WF Series A - Construction	3.06	\$	0.00	\$	0.00	\$	3.06
10200-T WF - Series B - Construction	503,128.66		5.42		(11,749.03)		491,385.05
10220-T WF - Debt Service	1,706,996.12		297,216.17		0.00		2,004,212.29
10221-T WF - Debt Service Reserve	2,812,012.07		4,916.23		0.00		2,816,928.30
Total Trustee Accounts	<u>5,022,139.91</u>	\$	<u>302,137.82</u>	\$	<u>(11,749.03)</u>	\$	<u>5,312,528.70</u>
Grand Total	<u>21,554,569.64</u>	\$	<u>2,080,889.55</u>	\$	<u>(1,396,117.86)</u>	\$	<u>22,239,341.33</u>

April 2021 Sewer Billing  
Sewer Receivables

Collection System Billing Summary

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted R Receipts
ALLF1	Allegheny Housing Flat (Wylie)	8,050.00	0	0	0	0	0	-8,050.00
ALLF2	Allegheny Housing Flat (Reed)	1,550.00	0	0	0	0	0	-1,550.00
CNTRY	Century Town Homes Flat Rate	13,300.00	0	665	819.84	0	0	-100
COLLE	Metered Sewer Collection	91,050.05	-1,490.23	1,176.13	1,652.41	0	0	-102,652.85
COMF	Commercial Sewer Flat Rate	12,874.25	0	161.73	58.71	0	0	-12,360.39
RESF	Residential Sewer Flat Rate	84,019.45	-5,641.58	1,529.63	5,690.98	0	0	-104,436.31
PRIOR	Prior Balances	0	0	0	0.02	0	0	-20
SSRF	School Sewer Flat Rate	1,800.00	0	0	0	0	0	-1,808.69
USSF	USS Sewer Flat Rate	71,650.00	0	0	0	0	0	-71,650.00
Billed Collection Flat usage Charge		16	0	0	0	0	0	-16
Sewer Receivables Totals		284,309.75	-7,131.81	3,532.49	8,221.96	0	0	-302,644.24

Sewer Direct

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted R Receipts
NSF Fee	NSF Fee	0	0	0	0	0	0	-125
POST	Posting Fee - Shut Offs	0	5,749.97	0	0	0	0	-10,414.23
TurnOff	Water Turn Off Fee	0	0	0	0	0	0	-60
TurnOn	Turn On Fee	0	0	0	0	0	0	-62.33
NOTICE	10-Day Delinquent Notice	0	-95	0	0	0	0	-953.38
Bankruptcy Money off of account	Move money off of account balances	0	0	0	0	0	0	-16,000.00
Dollar Energy Fund Discount	Dollar Energy Fund Discount CMA	-68	0	0	0	0	0	0
Sewer Direct Totals		-68	5,654.97	0	0	0	0	-27,614.94

Sewer Summary

Previous Ending Balance	2,081,409.35
Charges	284,241.75
Adjustments	-1,476.84
Penalties	3,532.49
Interest	8,221.96
Discounts	0
Refunds	0
Adjusted Receipts	0
Receipts	-330,259.18
Current Balance	2,045,669.53
Total Receipts	-330,259.18

## **Report of the Finance Director – May 20, 2021**

### **Century Townhomes – Nothing new to report**

**Upstream Communities:** We sent out the Maher Duessel report and the calculation indicating the credit amounts to all communities. We have received comments from PCSA on January 11 extolling their interpretation of the Treatment Agreement especially Appendix B to the Treatment Agreement. Checks have been distributed to Jefferson Hills and South Park. PCSA has deducted from our invoice what they believe is owed to them in violation of our Treatment Agreement. We have calculated the refund for the 2018 and 2019 years and have had preliminary discussions with the solicitor on how to proceed. **We have submitted the checks for the 2018 and 2019 years. We received a response from Peters Creek and are preparing a response. Since we have completed the 2020 Audit, we are waiting for the Maher Duessel report on the agreed upon procedures for 2020 so we can allocate any overage to the parties of the Treatment Agreement.**

**Delinquent Accounts shutoffs –** In April we sent out 400, 10- day delinquent notices, 0 properties were posted for shutoff, and 0 accounts were sent over to the water company for shut off and 0 were shut off. This was due to the Moratorium on shutoffs due to the Covid-19 Virus.

**Collections Crew Management and Reporting –** The April 2021 report has been sent to you.

**\$Energy Fund –** In April, the fund processed 11 applications, approved 10.

**PennVest –** Representatives of CMA, KLH Engineers, Peters Creek Sanitary Authority, Jefferson Hills Borough met with PennVest on June 26, 2019 for a preapplication meeting. Authority and engineer staff have been assembling the PennVest Loan application per the direction of the Board. There was a motion passed in January to proceed with the PennVest funding option. **We are in the process of preparing and submitting closure documents to PENNVEST prior to loan closing.**

**Grants –** The agreement with DCED on the \$200,000 grant has been signed by the designated signatories. **Nothing new to report.**

**2020 Audit –** We have submitted copies of our 2020 CMA Financial Statements to the appropriate agencies and the required newspaper advertisement.

**April 2021 New Hires –** We have submitted all three individuals to our background checks and two of the three have scheduled preemployment physicals.

## Jim Hannan

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**From:** ryanpotts77@aol.com  
**Sent:** Tuesday, May 18, 2021 1:20 PM  
**To:** Jim Hannan; jimcerqua@aol.com; jmvito@comcast.net; orders4ic@yahoo.com; nickolichtowing@msn.com; winediver@verizon.net  
**Subject:** Topics for meeting

- Duperon installing new perf screen, bronder installing electrical
- going to rent a chery picker and street sweeper (hoping to pick up sweeper Thursday)
- Spoke with John about emergency contractor. Plavchak
- Rich and Daniel started on Monday, Dave is expected to start Monday the 24th
- We received our new lab accreditation certificate
- June 8th have a zoom meeting with utitlity cloud set up if any board member wants to attend let me know
- CPR training June 3
- fixing the rip rap over the hill to be in compliance with earth disturbance report
- Horizon was in to fix our communication error alarms
- Discuss make up air units for both buildings



# Master Equipment Rental Agreement



<b>Lessor:</b>	<b>A&amp;H Equipment Co.</b> (hereinafter, "A&H" or "Lessor")	<b>Lessee:</b>	<b>Clairton Municipal Authority</b>
<b>Address:</b>	620 W. Beaver St. Zellienople, PA 16063-1824	<b>Billing Address:</b>	1 North State St Clairton, PA 15025
<b>Phone:</b>	(800) 753-7566	<b>Fax:</b>	(724) 473-0730
<b>Email:</b>	nicoleh@AHEquipment.com	<b>Email:</b>	Ryan Potts
<b>Date:</b>	05/11/2021	<b>Phone:</b>	412.233.3246
	(the "Effective Date")	<b>Fax:</b>	

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, A&H Equipment Co. (also referred to herein as "A&H," "Lessor," "we," "us" and "our") and the above named Lessee (also referred to herein as "you" and "your") agree as follows:

1. **MASTER AGREEMENT:** This Agreement shall apply to any and all item(s) and associated personal property (as more particularly described below and/or in any Schedule(s) hereto, "Rented Item(s)" or "Item(s)") provided by A&H to, for the benefit of, or as directed by Lessee. Except only as may be provided in any other written agreement between the Parties, this Agreement shall be a continuing agreement between Lessee and A&H with respect to any and all of the above referenced Item(s) hereafter provided by A&H to Lessee, including without limitation, any and all Item(s) identified in each Schedule, as defined in Section 2 (each such transaction being referred to throughout this Agreement as a "Rental" except only as otherwise specifically set forth in Sections 11 and 23).

2. **DEFINITIONS:** In addition to the terms defined elsewhere in this Agreement, as used herein:

(a) "**Agreement**" refers to this Master Equipment Rental Agreement, and as applicable each "Exhibit" hereto, each "Schedule" (as defined below) and each Addendum provided by A&H as described below (each of which is incorporated herein), as the same may hereafter be amended and supplemented from time to time by the written agreement of the Parties;

(b) "**Commencement Date**" means the date on which the applicable Rented Item(s) leave(s) A&H's facility in connection with any Rental of such Item(s) to Lessee hereunder (subject in all events to the remaining terms of this Agreement. For the avoidance of doubt, as used herein, there shall be no distinction between the words "rent" and "lease" (such terms being deemed functional and legal equivalents);

(c) "**Published Rate**" means A&H's regular amount(s) (Rent or Sale Price, as applicable) charged as of the Commencement Date for the applicable Item(s), whether or not separately stated;

(d) "**Rent**" means the applicable rent, together with all other charges for A&H's Rental to you, the Lessee, of the Rented Item(s), (i) as set forth in the applicable Schedule(s), if any, or (ii) if no Schedule has been executed with respect to one or more Rented Item(s), A&H's Published Rate(s);

(e) "**Rental Day**" means a single period of 24 consecutive hours for which Rent is charged under the Agreement for any Rented Item(s) (as defined below);

(f) "**Rented Item(s)**" or "**Item(s)**" means the item(s) rented (or sold if specifically identified in writing as "Sale Item(s)" per Section 23) by A&H to you, typically (but not always) as described in/on one or more "Schedules" (whether in the form of the Schedule attached hereto, or in the form of A&H's Quote, Invoice, Rental Contract, Equipment Lease, Bill of Sale, or Purchase Order [or other written evidence provided by A&H of the Item(s) provided to you hereunder], each being referred to in this Agreement as a "**Schedule**"), whether or not executed by the Parties, with each such Schedule being incorporated herein as if fully set forth **(it being acknowledged and agreed that, subject to Section 3 below, it may not always be possible for the Parties to generate and/or execute a Schedule when Item(s) is/are provided by A&H to or at the request of Lessee hereunder, and that in such event, this Agreement will nonetheless be deemed to apply to any and all such Item(s) in the same manner and to the same extent as if a Schedule had been executed by both Parties, with the amount(s) (Rent or Sale Price, as applicable) for each such Item to be charged at the rate(s) set forth in such Schedule(s), or at A&H's Published Rate(s) if: (i) no Schedule has been generated and/or executed; or (ii) the applicable Rent and/or Sale Price has not been set forth therein or otherwise agreed upon by the Parties in writing;**

(g) "**Schedule**" has the meaning set forth in the foregoing subsection (f);

(h) "**Section**" means a numbered and/or lettered section of this Agreement, unless otherwise specified.

(i) "**Site**" means the "Delivery / Use Location" set forth on the applicable Schedule with respect to each Rental, and/or such other location(s) as may separately be agreed in writing by A&H;

(j) "**Term**" shall mean the period commencing on the Commencement Date and continuing thereafter without interruption, until the expiration or termination of the applicable Rental as set forth in the applicable Schedule, unless otherwise (or earlier) terminated by A&H by written notice to you.

3. **RENTALS:**

(a) You agree to rent from A&H the Rented Item(s) on the terms set forth herein and in any and all applicable Schedule(s), subject to availability and approval by A&H in each instance.

(i) If A&H accepts your signed Schedule and agrees to rent the Rented Item(s) to you as provided (t)herein:

A. Your Rental will be scheduled to begin on the requested Commencement Date set forth in such Schedule (the "Scheduled Commencement Date"); and

B. A&H will attempt to reserve such Item(s) in order to make it/them available on the Scheduled Commencement Date (it being acknowledged and agreed, however, that **A&H does not guarantee availability** and that all Rentals remain subject to availability of the requested Item(s) at all times);

(ii) If, after executing any Schedule, Lessee requests a change to the Scheduled Commencement Date, then simultaneously with its delivery of such request to A&H, Lessee agrees to pay to A&H an amount equal to: (i) 50% of the Rent that would otherwise be due for the period commencing on the original Scheduled Commencement Date and continuing thereafter without interruption through 11:59 p.m. on the eve of the new/modified Scheduled Commencement Date (but not less than zero); and (ii) any and all direct and indirect costs and expenses A&H may incur in connection therewith (including without limitation, cleaning, maintenance, storage, transportation and administration fees related thereto);

(b) Additionally, Lessee will remain liable for all Rent and other amounts due and coming due hereunder and/or under any Schedule(s), as well as any and all loss of and damage to such Item(s) for the period commencing on the actual Commencement Date and continuing thereafter without interruption until the last to occur of: (i) the termination or expiration date set forth in the applicable Schedule; (ii) the date/time the Rented Item(s) is/are returned to **and accepted by A&H** as being in the required return condition; or (iii) the date/time A&H notifies you that your Rental Term has ended, subject in all events, however, to A&H's inspection and acceptance of the Rented Item(s) after return to or retrieval by A&H (the "Termination Date"). At the end of the Term, A&H shall be entitled to immediate possession of the Rented



Item(s). Lessee agrees to notify A&H not less than 24, nor more than 72, hours before any return of Rented Item(s) to A&H in order to enable A&H to arrange for the proper check-in and inspection of such Item(s) during A&H's regular business hours. Lessee agrees to have a responsible individual available to observe the check-in with A&H's representative. For the avoidance of doubt, if no Scheduled Return Date is included in the applicable Schedule, the Rental will be deemed "at-will" and will continue without interruption until either party notifies the other of termination (subject however, to these Terms and Conditions).

(c) Lessee acknowledges and agrees that: (i) A&H shall be entitled to: (A) rely on the statements, requests (including without limitation, requests for new or additional Item(s) made available by A&H), acknowledgements and agreements of Lessee's employees, agents and appointed contractors for all purposes; and (B) provide the requested Item(s) to or for the benefit of Lessee hereunder based on such request(s); (ii) A&H may, in its sole and absolute discretion, accept, condition, expedite, delay or reject any one or more such request(s) at any time, for any reason or for no reason; and (iii) any and all Item(s) provided by A&H pursuant to the above referenced request(s) shall be deemed to have been provided by A&H to or as directed by Lessee pursuant to this Agreement. Without limiting the foregoing, you agree to execute and deliver to A&H one or more Schedule(s) evidencing each such transaction as and when requested by A&H (even if requested after delivery of any Item(s)).

#### 4. RENTAL CHARGES:

(a) Rates: You agree to fully and timely pay to A&H all "Rent" (as defined in Section 2.(d)) together with any other charges accruing hereunder, without proration, reduction or setoff, the entire duration of each Rental Term and until all Rented Item(s) is/are returned to and accepted by A&H per Sections 6 and 7.

(b) Use Limits: All Rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, and (unless otherwise agreed by A&H), not exceeding 8 hours per Rental Day, 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any uncharged-for periods), and otherwise in accordance with the terms hereof and the "Instructions" described in Section 8. Additional Rent (at our highest incremental rate, unless otherwise agreed in writing by A&H) will be due for late returns and overuse. No reduction or cancellation of all or any portion of such Rent or Rental Rates will be made for time in transit, weather or shipping delays, Act(s) of God, events of *force majeure*, impossibility, impracticability, frustration of purpose, or any other period(s) of nonuse of any one or more of the Item(s) referred to in this Agreement and/or any Schedule.

(c) Payments: The Rent for each Rental will be estimated by A&H based on the Item(s) you request and your estimate of the length of the Term (the "Estimated Rent"). You agree: (i) to pay us: (A) the anticipated or Estimated Rent specified in/on the applicable Schedule; and (B) all other or additional amounts coming due hereunder (including without limitation, all other charges set forth herein, and/or specified in/on the applicable Schedule): (i) not later than: (x) the date(s) for such payment(s) set forth in the applicable Schedule(s); or (y) on the date(s) separately agreed upon in writing by you and A&H; or (ii) if any of such payment terms have not been so agreed upon in writing by A&H, upon demand by A&H; and (ii) that: (A) A&H may deduct any amount you owe A&H from any such payment(s); and (B) no such payment(s) will be deemed a limit of your liability arising hereunder or in connection herewith, irrespective of any endorsement or notation included on or with any payment made to A&H (even if signed and/or negotiated by A&H).

(d) Other Charges: Charges for delivery, shipping, fuel, storage, cleaning, servicing, repairs, maintenance, etc. may, at the option of A&H, be invoiced separately and may include our actual cost(s), plus a reasonable profit. Such Invoices shall be due and payable at the time and on the terms set forth therein (or if no payment terms are specified, immediately upon your receipt of each such invoice).

5. CREDIT / PAYMENT: You agree to promptly complete and submit to us our form(s) of Rental and/or credit application(s) if and when requested by A&H. A&H retains the right, at its sole option, to refuse to rent or sell to any current or prospective Lessee at any time for any reason or for no reason (subject to applicable laws, rules and regulations). Without limiting the generality of the foregoing statement, if you do not maintain a pre-approved charge account with A&H, you may be required to pre-pay all Rent and other anticipated charges accruing hereunder prior to each applicable Commencement Date.

6. DELIVERY AND RETURN: You will ensure the Site is reasonably safe, secure and otherwise fit for delivery and use of the Rented Item(s) at all times during the Term. You hereby accept full responsibility for all Rented Item(s) (including without limitation, all responsibility for personal injuries and property damage to, and/or arising in connection with, the Rented Item(s)) immediately upon A&H's release of such Rented Item(s) to you (or for delivery to you) at A&H's facility, irrespective of whether such release is made directly to you or to a third-party for transportation to or as directed by you. Except only as may otherwise be specifically set forth in/on the applicable Schedule, you will be deemed to have taken possession of all Rented Item(s) at A&H's facility on the Commencement Date. Delivery and retrieval charges are not included in the Rent. You may contract with one or more third party(ies) deemed acceptable to A&H (in its sole discretion) to deliver to you and/or return to A&H, the Rented Item(s), however, if you request provision of any service(s) by A&H and A&H agrees to provide the same (including without limitation, delivery, retrieval, maintenance and/or repairs of/to Rented Item(s)), you agree to: (a) pay A&H's separately stated charge(s) therefor, and for all waiting time; (b) be present at the Site or other agreed location at the agreed time(s); and (c) ensure A&H's personnel and any third-party delivery personnel, have full access to the Site or other agreed location. A&H will not be responsible for any delay(s) caused by the acts or omissions of any other party(ies), including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless A&H. You agree to accept full responsibility for all Rented Item(s) for the entire period between the Commencement Date and the date of return to (or retrieval) and acceptance by A&H of each Item (as being in the required return condition), even if you are not then present (and if you or your representative(s) is/are not then present, you agree to accept the statements of A&H's representatives regarding the same, including without limitation, the status, condition, quality, utility, defects, and quantities of the subject Rented Item(s)). All deliveries of Item(s) to A&H will be *FOB Destination*, and all third-party deliveries from A&H will be *FOB Shipping Point* at A&H's place of business.

7. PROTECTION OF RENTED ITEM(S): You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to A&H on time, complete, clean, free of contaminants (including without limitation, asbestos, beryllium and silica) and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, then in addition to the amounts due elsewhere under this Agreement, you will pay us: (a) Rent at our highest incremental rate until all Item(s) has/have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. **YOU SHALL NOT**, nor shall you permit anyone else to: (i) use any Rented Item(s) while under the influence of any intoxicant(s) (including **CANNABIS, WHETHER OR NOT LEGAL, AND ALCOHOL**); (ii) abuse, misuse, overuse, conceal, repair, store, modify or damage any Rented Item(s); (iii) violate any instruction, policy of insurance or warranty; (iv) expose any Rented Item(s) to any flammable, explosive, caustic, corrosive, illegal, harmful or hazardous substance(s) or circumstance(s); (v) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (vi) take possession of or exercise control over any Rented Item(s), without our prior consent (granted, conditioned or withheld in our sole and absolute discretion). With respect to any and all trailer(s) included in, with or as part of the Rented Item(s), you agree to: (i) carefully inspect all coupling mechanisms, chains, tongue jacks, doors, latches, tires, brakes, lights, signals, pins and tie-downs before each use; (ii) secure, protect and periodically (at least every 100 miles) inspect such trailer(s) as well as all contents thereof, and refrain from overloading such trailers; (iii) properly connect all lights and turn signals and ensure each of the same is working properly at all times; (iv) timely pay all tolls, taxes, fees, fines, traffic and parking tickets, and other charges; (v) maintain them in roadworthy condition; and (vi) waive all claims against us for damage to its/their contents, as well as any and all motor vehicle(s) (including bumpers, hitches and mirrors) to which any such trailer(s) may be attached at any time. **YOU WILL REMAIN RESPONSIBLE FOR ANY AND ALL DAMAGE TO WHEELS, TIRES AND/OR TUBES AT ALL TIMES, REGARDLESS OF THE NATURE OR CAUSE OF THE DAMAGE.**

8. CONDITION AND USE: Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) in each instance, unless you reject it/them within 48 hours thereafter, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by A&H), carefully examined, inspected and tested by you or your agent(s); and (b) you: (i) have received, carefully reviewed and understand all training, instructions, user manuals, maintenance requirements, and other information, if

any, including all applicable EPA, OSHA, ASME, MSHA, IEEE, IBC, NFPA, IFC, ASSP, DOT, FMCSA, IFTA, ANSI and other applicable Standards (collectively, "Instructions"); (ii) will fully comply therewith (including all Tier 4, Silica Dust and Electronic Logging Device requirements); (iii) will use each Item only for the manufacturer's intended purpose, in a reasonable and safe manner; (iv) will refrain from disconnecting, circumventing and/or disabling any safety device(s) in/on any Rented Item(s); (v) will timely and properly give all applicable notice(s) to the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all applicable licenses, permits, authorizations and approvals (including without limitation, those required by applicable federal, state and local laws, rules, regulations, and/or orders); and (vii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other users, operators and occupants of any one or more of the Rented Item(s) fully and timely comply with this Agreement at all times.

9. **MALFUNCTIONS:** In the event of an accident, "Malfunction" (as defined in Section 8) or any other damage to any Rented Item(s), you agree to: (a) immediately notify, and if requested by A&H, return the affected Item(s) to, A&H; and (b) cause each authorized user, operator and occupant of the Rented Item(s) (each being also referred to in this Agreement as an "End-User") to promptly comply with the requirements of the foregoing subsection (a). With respect to any Malfunction, provided that such Malfunction did not result from or in connection with: (i) any breach or violation of: (A) any provision of this Agreement; (B) any applicable law, warranty or policy of insurance; or (ii) any wrongful or negligent act or omission by you, any End-User, or by any other person(s) you or any End-User permit(s) to use or otherwise deal with any Rented Item(s) at any time, A&H will, at its option: (I) repair the Malfunctioning Item; (II) provide you with a comparable replacement item; or (III) with respect solely to such Malfunctioning Item, return the unused portion of the Rent and cancel the Rental. The foregoing remedies are **EXCLUSIVE**. Neither A&H nor any TPO (as defined in Section 11) will have any other obligation(s) to you, any End-User, or any other party(ies) regarding accidents, Malfunctions and/or property damage, all of which you, for yourself and for each End-User, hereby waive, together with all associated direct, indirect, incidental, consequential, general, special, exemplary and punitive damages to the maximum extent permitted under applicable law.

10. **INSURANCE:** At all times during the Term, you agree to maintain, at your sole cost: (a)(i) commercial general liability ("CGL") insurance (including bodily injury, property damage, personal injury and contractual liability coverage) with limits of not less than \$1,000,000 per occurrence, including contractual liability and products, completed operations coverage; and (ii) umbrella liability coverage with minimum limits of \$5,000,000; (b) Workers' Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over your employees, and Employers' Liability Insurance, with limits of not less than the greater of: (i) \$1,000,000, or (ii) the statutorily mandated minimum(s), if any; (c) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence, for any and all rented vehicle(s)/automobile(s) and trailer(s) included with or in the Rented Item(s); (d) "All-Risk," "Contractor's Equipment," and/or "Inland Marine" Insurance (or equivalent), including coverage for property in transit, covering all loss of, and damage to, all Rented Item(s) for the full (new) replacement cost thereof. All of such policies shall: (i) be maintained with insurers acceptable to A&H; (ii) be primary and non-contributory; (iii) waive subrogation against A&H; (iv) include a "severability of interests" clause; (v) name A&H as an additional insured (other than with respect to Workers' Compensation insurance), and (vi) include such other provisions (including limits on deductibles, if any) as may be required by A&H in its sole and absolute discretion. The subject CGL policy shall list A&H as an additional insured for loss or damage arising out of the use, maintenance, handling and/or possession of the Rented Item(s). The subject All-Risk, Contractor's Equipment, Inland Marine and Hired Auto policies, shall list A&H as a loss payee on a "closed-clause" basis and shall not exclude flooding, contamination, overturning or overloading. Prior to commencement of the Term, Lessee agrees to furnish to A&H complete and accurate certificates and endorsements by one or more insurance carrier(s) acceptable to A&H confirming the existence of the above referenced coverages and specifying that such coverages will not be cancelled during the Term. Except where and to the extent required by automobile financial responsibility laws, A&H does not provide insurance for the benefit of its lessees, including without limitation, liability protection, no-fault benefits, uninsured/underinsured motorist ("UM/UIM") protection, and physical damage (comprehensive and/or collision) coverage. If A&H is required by law to provide any of the same, Lessee hereby selects such protection(s) with the minimum limits and the maximum deductible(s) permitted by law, and Lessee expressly waives and rejects any personal injury protection ("PIP") and/or UM/UIM coverage in excess of the legally required minimums. **IF YOU FAIL TO FULLY AND TIMELY COMPLY WITH THE TERMS OF THIS SECTION, SUCH FAILURE WILL BE DEEMED AN IMMEDIATE AND MATERIAL DEFAULT; WHEREUPON A&H MAY, AT ITS OPTION TO THE EXTENT PERMITTED UNDER APPLICABLE LAW (WITHOUT BEING REQUIRED TO DO SO) OBTAIN INSURANCE MEETING THE REQUIREMENTS SET FORTH HEREIN AND CHARGE YOU FOR IT (ALL OF WHICH CHARGES YOU AGREE TO PAY TO A&H IMMEDIATELY UPON DEMAND).**

11. **TITLE TO RENTED ITEM(S):** Except only with respect to any Rented Item(s) A&H rents from one or more third parties (each, a "Third-Party Owner" or "TPO") and re-rents to you ("Re-rented Item(s)"), and/or as otherwise provided herein, A&H owns and will retain title to all Rented Items at all times, and the transaction(s) referenced herein shall be deemed a true ("operating") lease, and not a "capital" or "finance" lease unless otherwise separately agreed in writing by A&H. Accordingly, unless otherwise separately and specifically agreed in writing by A&H (and only to the extent set forth in such separate agreement), you will have no right to purchase or to any ownership interest of any kind in or with respect to any of the Rented Item(s). You are granted exclusive control over the use of the Rented Item(s) during the Term, subject however, to your continuing duties to fully and timely comply, and to ensure that all other person(s) you permit to use or otherwise deal with any Rented Item(s) (including all End-Users) fully and timely comply, with this Agreement and each Schedule and Exhibit (if any) hereto at all times. No Rented Item shall become a part of any building and/or real property by being placed therein or thereon, or by being affixed thereto. Where any Rented Item is affixed to any property, you agree to promptly furnish to A&H a release executed by the owner of such property, which shall permit A&H to remove any and/or all Rented Item(s) from said property at any time. Nonetheless, A&H reserves the right, and you hereby grant permission to A&H to obtain such release directly. You shall at all times, at your expense, protect and defend A&H's title to the Rented Item(s) from and against all liens, claims, security interests, encumbrances, and legal processes of your creditors and all other parties, and keep all Rented Item(s) free and clear of and from the same.

12. **ASSIGNMENT / SUBLEASING:** You **SHALL NOT** loan, transfer, sublease, re-rent, surrender possession of, store, sell, license, mortgage, encumber, dispose of, or assign any Rented Item or this Agreement (or any of your rights, remedies or obligations arising hereunder or in connection herewith) **without the prior express written consent of A&H (granted, conditioned or withheld in our sole and absolute discretion)**. For this purpose, the assignment or transfer of more than 25% of the equity or voting control of Lessee will be deemed an assignment. A&H and/or any TPO may at any time and from time to time: (a) substitute for any Rented Item(s) one or more substantially similar (in terms of utility and capacity) replacement Item(s); and/or (b) sell and/or assign all or any part of its interests in the Rented Item(s), this Agreement (including any one or more Schedule(s)) and/or any amount(s) due and/or coming due hereunder, in which event, you agree to attorn to the recipient(s), and that such recipient(s) will not be responsible for any preexisting obligations or liabilities of A&H and/or any TPO (all of which you hereby waive).

13. **RIGHTS OF LESSOR:** A&H may take such actions as it deems necessary from time to time in order to protect and secure its right, title and interest in and to, and ensure the legal and tax compliance of, each Rented Item (including without limitation, placing one or more placards or other evidence of its ownership and/or security interest, as applicable, in or on such Item(s)), and Lessee agrees to maintain, and refrain from removing, the same. Without limiting the applicability of Section 11, Lessee hereby grants to A&H a first priority security interest on each Item in order to secure A&H's interest therein (which interest will be deemed a first priority "purchase money" security interest in the event that, despite the plain language of Section 11, this Agreement and/or any other agreement between Lessee and A&H shall be deemed to create a financing relationship and/or any manner of ownership interest in favor of Lessee with respect to any one or more of such Item(s)) and the amounts due and coming due to A&H hereunder. Lessee agrees that A&H may file one or more UCC-1 financing statements and other similar evidence(s) of A&H's interest of record in order to reflect its interest in such Item(s), and Lessee agrees to promptly take such actions, and to execute and deliver to or as directed by A&H, such other and further documents and instruments as may be necessary to give full effect to this Section 13.

14. **WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF SUCH ITEM(S) (AND EACH OF THEM),** and ensure that each such Item is used, operated and occupied safely and only: (a) for



its intended purpose(s); (b) within its rated capacity; and (c) otherwise in full compliance with this Agreement, the Instructions and all applicable laws, rules and regulations, at all times.

**15. COMPLIANCE REQUIREMENTS:** Lessee agrees to fully and timely comply, and to ensure that all other parties Lessee permits to use and/or deal with any Rented Item(s) (including without limitation, all End-Users) fully and timely comply, with all federal, state, county, municipal and local laws, rules, standards, regulations, guidelines and ordinances relating to the use, possession, operation, transportation, loading, unloading, storage, servicing, maintenance and/or repair of each Rented Item (including without limitation, applicable air quality guidelines as well as the other Instructions, regulations, warnings and guidelines described in Section 8 above). Without limiting the generality of the foregoing: (a) Lessee will ensure, and cause each End-User to ensure, that: (i) each Rented Item is used, operated and occupied only by competent and properly trained persons who have received and understand all applicable FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS, and satisfied (and continue to satisfy and maintain) all federal, state, county, municipal and local operator regulations and qualifications, including without limitation, all applicable operator standards, rules and license requirements; (ii) all applicable licensing and certification requirements (including, as applicable, Commercial Driver's License ("CDL"), operator certifications, and any and all other similar requirements) for use or operation of any Item(s) is/are fully and timely satisfied and complied with at all times; (iii) all applicable DOT (including without limitation, properly affixing their USDOT numbers and display placards to each rented commercial vehicle, as well as compliance with all applicable weight, height and use limitations), FMCSA, IFTA, OSHA, ANSI/SIA (including without limitation, 29 CFR Parts 1910 and 1926), ASME, ASSP and other federal, state and local regulatory requirements applicable to the Rented Item(s) (or any of them) are fully and timely satisfied and complied with at all times (without limiting the generality of the foregoing statement, where applicable, Lessee shall ensure that all users, operators and occupants of the Rented Item(s) remain in full compliance with 29 CFR §§ 1910.178(l) and 1926.602(d) and ANSI/SIA B56.1-69 for "Powered Industrial Trucks" at all times); (iv) each trailer and/or other hauling apparatus included with or in such Item(s) is: (A) carefully inspected (including all coupling mechanism(s), safety chain(s), tongue jack(s), door(s), latch(es), tires, brakes, taillights, turn signals, pins and tie-downs), fully functioning and properly connected before each use; (B) not overloaded or left unsecured; (C) used legally and safely at all times (e.g., not for towing or hauling any illegal or hazardous substances); and (D) maintained in roadworthy condition; (v) that each Rented Item is used, operated, occupied and otherwise dealt with only by adults who have satisfied, and continue to satisfy all requirements of this Agreement at all times; and (b) Lessee shall indemnify, defend and hold harmless A&H and each TPO for, from and against, all liabilities, claims, damages, fees, fines, taxes, assessments and other charges of any kind or character arising from or in connection with the foregoing compliance requirements, including without limitation, any violation(s) thereof.

**16. USE, MODIFICATIONS AND REPAIRS:** Lessee will not, nor will Lessee permit anyone else to (or attempt to): (a) abuse, misuse, overuse, remove from the Site, conceal, repair, alter, modify, improve, damage or destroy any Rented Item; (b) violate any applicable law, policy of insurance or warranty; or (c) take possession of or exercise control over any Rented Item without A&H's prior consent (which consent may be granted, conditioned or denied in A&H's sole discretion) on a case-by-case basis. Without limiting any other rights and/or remedies available to A&H hereunder, at law or in equity, in the event of any accident or damage to any Rented Item, Lessee may have the same repaired by any competent person, firm or corporation (using only OEM-approved parts, materials and supplies), reasonably acceptable to A&H (but only upon prior notice to and approval by A&H at Lessee's sole cost and expense; and provided in any event, that A&H may, at its sole option (and without being required to do so) elect to repair or have repaired said Rented Item, in which event, Lessee agrees to pay A&H all reasonable charges for the same (including without limitation, the retail cost of all parts, materials and labor furnished by or at the direction of A&H in making said repairs and/or having such repairs made by one or more third parties) upon demand by A&H. In the event any such repair work shall be accomplished by or at the direction of A&H outside of A&H's regular business hours, or at any location other than A&H's repair facility, Lessee agrees that the foregoing charges shall include any and all additional costs incurred by A&H in connection therewith (including without limitation, overtime, per diem, packing, shipping, transportation, storage and taxes). Any and all additions, attachments and/or improvements to the Rented Item(s) shall, at the sole option of A&H, be deemed accessions, and will, therefore, be deemed the property of A&H. Lessee will be solely responsible for any and all costs and expenses arising from or associated with any damage to or destruction of any Rented Item(s) and all repair/replacement costs arising therefrom or associated therewith. FOR THE AVOIDANCE OF DOUBT, LESSEE HAS NO RIGHT OR ABILITY TO SUBJECT ANY RENTED ITEM(S) TO ANY LIEN(S) FOR STORAGE, SERVICE(S), MAINTENANCE AND/OR REPAIRS, ALL OF WHICH MUST BE APPROVED IN ADVANCE IN WRITING BY A&H IN ORDER TO BE VALID AND ENFORCEABLE.

**17. MAINTENANCE / WEAR ITEMS:** Subject to the terms of § 16 above, Lessee will be responsible, at its sole cost and expense, for performing all required servicing and maintenance on or with respect to the Rented Item(s) at all times during the Term (including without limitation, ensuring each such Item is properly greased, fueled, cleaned, cooled and lubricated). Certain Item(s) (including without limitation, brooms, wear rubbers, tires, tracks, brakes, chains, belts, blades and hoses) are subject to wear and/or deterioration associated with even ordinary use (collectively, "Wear Items"). Accordingly, in addition to the other amounts set forth in this Agreement, you agree to pay A&H a pro rata portion of the overall cost of repair, replacement and/or overhaul of any and all Wear Items (the "Pro Rata Maintenance Charge") based on the number of hours used or logged on each Rented Item (or if no log is available, a reasonable estimate of such hours provided by A&H). The Pro Rata Maintenance Charge will be due and payable immediately upon your receipt of A&H's invoice for the same. You acknowledge and agree that it may not be possible to calculate the Pro Rata Maintenance Charges prior to the end of the Term. Accordingly, you agree to pay such Pro Rata Maintenance Charges in full, regardless of whether the same are invoiced to you during the Term or at any time thereafter, and you hereby waive any and all rights, claims, damages, defenses and setoffs arising from or in connection with the timing of delivery and/or your receipt of any notice of or invoice for such Pro Rata Maintenance Charges. Without limiting the generality of the foregoing, the following specific charges will apply to the Wear Items identified below:

<u>Wear Item:</u>	<u>Charge:</u>	<u>Wear Item:</u>	<u>Charge:</u>
Gutter Brooms (7873221)	\$132.61		
Gutter Brooms (7873222)	\$155.36		
Main Broom (7873212)	\$440.15		

**18. WARRANTY WAIVER:** A&H IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS AGREEMENT AND/OR ANY SCHEDULE(S), ALL OF WHICH ARE PROVIDED "AS-IS", EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER A&H NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY AND ALL WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF A&H OR ANY TPO, NOR DOES A&H OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT WITH THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, ALL OF WHICH REPRESENTATIONS AND WARRANTIES YOU HEREBY WAIVE. NO DESCRIPTIONS, SAMPLES, DEPICTIONS, RECOMMENDATIONS, MODELS, SPECIFICATIONS OR ADVERTISEMENTS BY A&H OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES, ALL OF WHICH YOU HEREBY WAIVE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**19. INDEMNITY, DEFENSE AND HOLD HARMLESS:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) **ASSUME ALL RISK** OF PERSONAL AND BODILY INJURY(IES), ILLNESS, LOSS, THEFT, DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS AGREEMENT (INCLUDING ANY SCHEDULE(S)) AND/OR ADDENDA PROVIDED BY OR AT THE DIRECTION OF A&H OR ANY TPO IN CONNECTION HERewith, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF ANY SUCH ITEM(S) OR SERVICE(S) (INCLUDING ANY OF THE FOREGOING ARISING OR IMPOSED UNDER THE DOCTRINE OF "STRICT LIABILITY"), WHETHER OR NOT YOUR FAULT; (B) **RELEASE AND DISCHARGE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS A&H EQUIPMENT CO. AND SUCH TPO(S)**, THEIR RESPECTIVE PARENTS, PARTNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, INSURERS, SUBROGEEs, SUCCESSORS AND ASSIGNS (EACH, AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "ADVERSE CONSEQUENCES") ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES, INCLUDING WITHOUT LIMITATION, ALL ADVERSE CONSEQUENCES ARISING FROM AND/OR IN CONNECTION WITH YOUR BREACH OF ANY ONE OR MORE OF THE TERMS OF THIS AGREEMENT AND/OR ANY SCHEDULE(S); AND (C) **WAIVE** ALL RIGHTS, CLAIMS, REMEDIES AND DAMAGES AVAILABLE UNDER THE UNIFORM COMMERCIAL CODE, AS WELL AS ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, AGAINST A&H AND EACH AND EVERY OTHER INDEMNITEE.

**20. DEFAULT AND REMEDIES:** If: (a) Lessee and/or any guarantor(s) of Lessee's obligations shall: (i) fail to fully and timely honor, pay, perform or comply with this Agreement and/or any one or more of Lessee's obligations arising under and/or in connection with this Agreement and/or any Exhibit(s) or Schedule(s) hereto; (ii) provide any incorrect or misleading information to A&H; (iii) become insolvent or suffer or acquiesce to any assignment for the benefit of creditors; or (iv) die or cease (or threaten to cease) conducting business; or (b) any Rented Item(s) shall be lost or damaged, Lessee will be in default hereunder, whereupon, A&H may with or without notice or legal process (and without liability to Lessee or any guarantor), to the maximum extent permitted under applicable law: (i) cancel and/or terminate this Agreement and/or any Exhibit(s) or Schedule(s) hereto (and/or any Rental(s)); (ii) terminate or suspend any other agreement(s) between A&H and Lessee; (iii) seek relief from stay; (iv) enter upon any real property where any Rented Item(s) may be located and recover, restrict access to, lock, empty and/or disable any one or more of such Item(s) without being guilty of breach, trespass, wrongful interference with any right(s) of peaceful and quiet use and possession thereof, or other transgression (for each of which Lessee agrees to indemnify, defend and hold harmless A&H and the other Indemnitees); (v) perform Lessee's obligations hereunder on Lessee's behalf, without being obligated to do so; (vi) purchase replacement Item(s); (vii) retain all payments received from Lessee and/or on Lessee's behalf and apply such payments to any amounts due and/or coming due under or in connection with this Agreement and/or any other agreement(s) between Lessee and A&H; (viii) recover from Lessee and/or any guarantor (as joint and several obligors) A&H's associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entirety of the scheduled Term(s), loss of use, the full new replacement cost of the subject Item(s), the cost of all repair/replacement parts and associated labor, packing, shipping, assembly, drayage, storage, customs, taxes, insurance, interest, attorneys' fees and costs of retrieval, repossession and collection); (ix) commence seizure and/or foreclosure proceedings with respect to any lien or security interest in favor of A&H; and/or, in the sole discretion of A&H; (x) pursue any one or more other rights and/or remedies available hereunder, at law or in equity, all of which shall be cumulative and unimpaired. Except where and to the extent prohibited by law (for example, in Indiana and New Mexico), **YOU IRREVOCABLY AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST YOU UPON ANY DEFAULT UNDER THIS AGREEMENT AND/OR ANY SCHEDULE(S) FOR ALL AMOUNTS DUE HEREUNDER AND/OR THEREUNDER (INCLUDING WITHOUT LIMITATION, RENT, INTEREST AND ATTORNEYS' FEES).**

**21. INSPECTIONS AND MONITORING:** A&H may, without notice or liability to you, monitor and/or inspect (in person and/or electronically) any Rented Item(s) at any time, wherever located. You acknowledge and consent to our installation in or on each Rented Item of one or more tracking and/or monitoring device(s) (including GPS, Electronic Logging Devices and/or other electronic/telematics systems) enabling us to, among other things, monitor and collect data regarding the location(s), maintenance status and use characteristics of each such Rented Item (all of which data shall be the sole and exclusive property of A&H Equipment Co.), and you hereby irrevocably and unconditionally, assign such information and data to A&H, and waive and relinquish any and all rights and claims thereto and/or arising therefrom or in connection therewith. A&H's receipt, possession and/or use of such information shall give rise to no duty(ies) on the part of A&H with respect to the subject Item(s) or any use made thereof by Lessee.

**22. OTHER RIGHTS AND REMEDIES:** To the maximum extent permitted under applicable law, you grant to A&H Equipment Co.: (a) a lien on all: (i) personal property located in or on, or affixed to, any Rented Item(s); and (ii) real property improved through use of any Rented Item(s), and/or on which any Rented Item(s) may be located or used; and (b) the right to claim on any associated payment and/or performance bond, in order to secure the amounts due and coming due hereunder. If any performance required of A&H is delayed or rendered impractical as a result of, or in connection with, any act or omission of/by you, any Other Provider(s) or any "Act of God" or event of *force majeure* (e.g., any event, fact or circumstance beyond A&H's reasonable control), A&H will be excused from such performance. You waive the benefits of all statutes of limitations regarding A&H's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (A) 18% per annum; or (B) the highest rate permitted under applicable law until paid. You authorize A&H to obtain and retain your credit information and history, and to submit all amounts coming due hereunder (up to 150% of the new replacement cost of the subject Item(s)) for payment on your debit or credit card(s), and you waive all associated claims, setoffs and chargebacks. You agree to pay A&H the maximum lawful charge for any debit or credit card you provide which is declined, and/or any check you write which is returned unpaid. Except only as otherwise provided herein, this Agreement cannot be further amended or extended except in a writing signed by both you and A&H Equipment Co. **A&H's maximum liability in connection with this Agreement is limited to the amount(s) actually paid by you to, and received by, A&H for the specific Item(s) to which any claim of liability relate(s).**

**23. ITEM(S) SOLD TO YOU (IF ANY):** Any item(s) sold to you ("Sale Items"), as provided on the applicable Schedule(s) or any separate written agreement signed by A&H is/are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified to address sales); provided that our obligations under Section 9 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on the applicable Schedule and/or in a separate written agreement specifically calling for the sale of such Item(s) and signed by A&H will be deemed "Rented Item(s)".

**24. NON-DISCRIMINATION:** This contractor and subcontractor (Lessor and Lessee) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**25. REPRESENTATIONS AND WARRANTIES:** Lessee represents, warrants, covenants and agrees to, with and for the benefit of A&H as follows: (a) If Lessee is a business organization, Lessee is validly existing and in good standing, under the laws of the jurisdiction of its organization; (b) Lessee has all necessary right, power and authority to enter into and perform this Agreement and each Schedule; (c) this Agreement and each Schedule have been (or, as applicable, will be) duly authorized by all necessary action on the part of the Lessee; (d) this Agreement and each such Schedule will, when executed, constitute the legally valid and binding obligations of



Lessee, enforceable in accordance with their terms; and (e) that all credit, financial and other information provided by or on behalf of Lessee to A&H in connection herewith is/shall be true, correct and complete, and shall not fail to set forth any fact(s) or circumstance(s) necessary to clarify the same and/or that may tend to make any of such information materially more or less true and/or accurate.

**26. GENERAL PROVISIONS:** This Agreement, and any Schedule, Credit Application, Guarantee, Check-Out/Check-In Sheet, Training Acknowledgement Form, and/or other Addenda(um) provided and/or signed by A&H (each of which shall be deemed incorporated herein), represent(s) the entire agreement between Lessee and A&H, superseding all other oral and written agreements and representations (including A&H's website and advertising) as well as any course of dealing, course of performance, and usage of trade. The terms of this Agreement are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Agreement will remain valid and in full force and effect. Except only as expressly provided herein, this Agreement cannot be modified without the express written approval of A&H. Your duties arising under this Agreement and each Schedule are UNCONDITIONAL. Neither A&H's exercise, nor its failure or delay in the exercise, of any rights or remedies available (t)hereunder and/or in connection (t)herewith will constitute an election of remedies or a waiver of any right or remedy A&H may have, all of which are cumulative. Lessee agrees to: (a) furnish to A&H upon request, statements setting forth the financial condition and operations of Lessee and any guarantor(s) of Lessee's obligations hereunder; and (b) pay all taxes (including without limitation, all sales, use, transfer, machinery, equipment, "business and occupation" and other taxes), tolls, fines, fees, assessments and other charges related to each item and/or the transaction(s) referenced in this Agreement. Time is of the essence. Anything remaining with, in or on any Rented Item(s) upon return to A&H will, at our option, be deemed surrendered and abandoned. There are no third-party beneficiaries hereto, other than the Indemnitees (each of whom/which shall be deemed an intended third-party beneficiary of your representations, warranties, obligations and agreements set forth in this Agreement). **This Agreement will be deemed to apply to all item(s) identified in/on the applicable Schedule(s), and to all other items you obtain from A&H at any time** (except only as otherwise agreed by A&H). This Agreement: (i) has been specifically negotiated by the Parties (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (ii) shall bind and be enforceable by you, A&H Equipment Co., the other Indemnitees, and each of the aforementioned parties' respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Agreement and/or on any Schedule(s) or Addenda(um) hereto will be deemed originals. Neither this Agreement nor any Schedule(s) shall bind A&H, even if signed by A&H, unless and until A&H receives and accepts any and all Prepayments and the Proof of the Insurance referenced in this Agreement and/or the applicable Schedule(s) with respect to each Rental.

**27. DISPUTES:** This Contract shall be governed by and enforceable under the laws of the Commonwealth of Pennsylvania. All disputes arising in connection with this Contract and/or its subject matter, shall, at our option, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by A&H. Judgment on the arbitrator's award shall be final and binding on the parties hereto and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to the County in which the A&H facility from which you obtained the Item(s) is located (unless waived by A&H). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY WAIVES ITS RIGHT TO TRIAL BY JURY.**

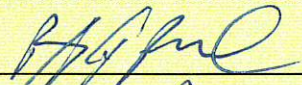
**28. NET RENTAL:** This Agreement and each transaction contemplated herein shall be deemed a "net" Rental. Lessee's obligations to pay all Rent and other sums when due and to otherwise perform as required hereunder and under each Schedule shall be absolute and unconditional and shall not be subject to any present or future abatement, reduction, set-off, compensation, defense, counterclaim, cross-claim, interruption, deferment or recoupment, for any reason.

**29. CREDIT INFORMATION:** Lessee acknowledges that, in addition to the requirements set forth elsewhere herein, A&H's agreement to rent to Lessee is contingent upon A&H's receipt of a credit report for Lessee and each of Lessee's principals, proprietors and guarantors satisfactory to Lessor (in Lessor's sole discretion), in order to evaluate the creditworthiness and ability of Lessee, its owner(s), principal(s) and/or guarantors, to promptly pay and perform each of its/their respective obligations arising under this Agreement and each Schedule. At A&H's request, Lessee shall supply all relevant information and consents necessary for obtaining one or more credit report(s) regarding Lessee, and to the extent not prohibited by applicable law, Lessee's owner(s)/principal(s). Lessee acknowledges and agrees that any information so obtained may be used by A&H in determining whether to extend credit and/or rent to Lessee.

**30. WARNING: Wrongfully obtaining property or services of another by deception, threat or other means to avoid payment may be deemed theft resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES) under 18 Pa.C.S. §3926, et seq.**

ALL RENTAL CHARGES ARE SUBJECT TO FINAL AUDIT AND ADJUSTMENT BY A&H. YOU AGREE TO PROMPTLY PAY THE SAME, AND HEREBY AUTHORIZE A&H TO CHARGE ALL AMOUNTS DUE AND COMING DUE UNDER EACH SCHEDULE (UP TO 150% OF THE NEW REPLACEMENT COST OF THE ITEM(S)) TO ANY AND ALL DEBIT AND/OR CREDIT CARD(S) YOU PROVIDE. **This is a legally binding Agreement. Important Terms and Conditions appear on Pages 1-6, each Addendum, Schedule and Exhibit hereto, and the Instructions.** ANY DIFFERENT OR ADDITIONAL TERMS (INCLUDING ANY HANDWRITTEN MODIFICATIONS), WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE AGAINST A&H, UNLESS SEPARATELY APPROVED IN WRITING BY A&H. You, the authorized signatory for the Lessee, represent and warrant that you, for yourself and for such Lessee, have all necessary right, power and authority to execute this Agreement and bind the Lessee hereto, that you have carefully reviewed, fully understand, and agree to all of the terms and conditions of this Agreement and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Lessee arising hereunder and/or under each Schedule.

**Executed by the undersigned as of the Effective Date:**

<b>LESSOR:</b> A&H Equipment Co.  <b>By:</b> _____ Name (Printed): _____ Date: _____	<b>SIGNATURE OF/FOR LESSEE / GUARANTOR:</b>  X  Name (Printed): <u>RYAN J. POTHS</u> Date: <u>5-6-21</u>
<b>Customer Service Contact:</b> _____ <b>Phone #:</b> _____	<b>USER(S) / DRIVERS:</b> The following person(s) is/are the sole Authorized User(s)/Driver(s) of the Rented Item(s):  Print Name: <u>ED GASDICK</u> CDL #: <u>PA 26026136</u> Print Name: _____ CDL #: _____ Print Name: _____ CDL #: _____ Print Name: _____ CDL #: _____





**Schedule No. 1** To Master Equipment Rental Agreement  
Dated 05/11/2021



LESSEE: Clairton Municipal Authority

Rented Item(s):  
Make & Model: Elgin Broom Badger  
Year: 2021 Serial#: CH-913RGL  
Hour Meter: Miles:  
VIN #: JALE5W164L7306139  
Equipment Replacement Value\*\*: \$225,000.00

**\*\*AMOUNT FOR CERTIFICATE OF INSURANCE**

Rental Period: Scheduled Commencement Date: 05/11/2021  
Scheduled Return/Termination Date: 05/24/2021

Unless otherwise mutually agreed in writing:

Delivery / Use Location: City Clairton - Clairton Municipal Authority

Rental Rate: \$ 2,000.00 ☐ Month ☒ Week

Security Deposit: \$ \_\_\_\_\_

Payment Terms: **Due upon delivery of rental unit:**

**A week is no more than 40 operating hours. More than 40 hours per week will be billed an additional \$90.00 per hour.**

Unit includes all standard components. Missing or broken components will be charged to the Lessee. The unit must be returned in the same condition as when rented (ordinary wear and tear excepted). Cleaning fees will be billed at our regular shop rate of \$115.00 per hour.

Authorized User(s):\* Name: ED Gasdick  
DL/CDL No.: PA 26026136  
Name: \_\_\_\_\_  
DL/CDL No.: \_\_\_\_\_  
Name: \_\_\_\_\_  
DL/CDL No.: \_\_\_\_\_

\* Lessee acknowledges and agrees that **ONLY** the above named Authorized Users (each of whom Lessee shall ensure has all necessary skill and training, and currently maintains all license(s), permit(s), authorization(s) and approval(s) required for use and/or operation of the Rented Item(s)) shall be permitted to use and/or operate the subject Rented Item(s) during the Term.

**IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:** Each of the undersigned parties represents, warrants, acknowledges and agrees that he/she/it has carefully reviewed, fully understands, and agrees to all of the terms and conditions set forth in this Schedule and the above referenced Master Equipment Rental Agreement (which is incorporated herein as if set forth in full), that such party has received a complete and legible copy of each of the same, as well as any Addenda referenced herein and/or therein, and that such party agrees to honor and be bound hereby and thereby.

**ACKNOWLEDGED AND AGREED BY/FOR A&H EQUIPMENT CO.:**

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIGNATURE OF/FOR LESSEE:**

Signature: [Signature]  
Name (Printed): Ryan J. Potts  
D.L./ID #: PA 24210007  
Date: 5-6-21



**Pittsburgh 412-257-1160**

**Harrisburg 717-724-0310**

**A&H Equipment Co. DPF / REGEN Policy and Agreement**

**Customer** Clairton Municipal Authority **Unit #** CH-913RGL **Date** 05/11/2021

In the cab of the rental truck that you have received from us you will find the DPF (Diesel Particulate Filter) Regen procedures, these procedures are clearly marked and in a red folder. All 2008 and newer Chassis' are equipped with "next generation emissions" that require **Ultra Low Sulfur Diesel Fuel** and also the operator to periodically clean or "regenerate" the DPR filter from soot build-up utilizing the ATS (After Treatment System) incorporated on the truck. This process will happen automatically in many cases especially when the unit is driven down the road for any extended period of time. In instances where this does not occur there may be a need for the operator to cycle the automated ATS system, a warning light will indicate this. The supplied *should be read and understood by all operators of this truck* so they understand what they must do should the truck warn them of a DPS Filter build up that requires initiating the ATS cleaning system.

**\*\*\*WARNING\*\*\* *If the truck goes into a DPF build up warning situation and the operator does not initiate the automated ATS cleaning system, the truck will begin to de-rate power and will eventually shut down. If this occurs the truck will have to be towed to the appropriate chassis dealer for repairs.***

**\*\*\*\*\*Your company will be responsible for all of these costs\*\*\*\*\***

It is strongly suggested you clearly and completely understand the DPF/Regen warnings and the regeneration process fully prior to leaving with this truck. Should you or any of your operators have questions regarding this process and what is necessary or required, ask prior to leaving with the truck or call our rental or service department at any of our branch locations listed at the top of this page for clarification and/or explanation.

By signing below I acknowledge that I am authorized to sign this agreement on behalf of the company listed above and agree to abide by this policy. **I further understand failure to adhere to these procedures may result in additional repair and/or towing charges to be assessed to my company.**

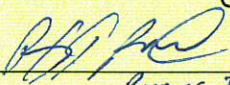
**IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:**

The party signing "of/for Lessee" below hereby represents, warrants, acknowledges and agrees that he/she has carefully reviewed, fully understands, and agrees to all of the terms and conditions set forth in this DPF/REGEN Policy and the Agreement to which it is attached, and that he/she has received a complete and legible copy of each of the same, as well as any Addenda referenced herein and/or therein.

**ACKNOWLEDGED AND AGREED BY/FOR A&H EQUIPMENT CO.:**

**Signature:** \_\_\_\_\_  
**Name (Printed):** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**SIGNATURE OF/FOR LESSEE:** Clairton Municipal Autho

**Signature:**   
**Name (Printed):** Ryan J. Potts  
**D.L./ID #:** \_\_\_\_\_  
**Date:** 5-6-21



**CLAIRTON MUNICIPAL AUTHORITY**

**Consulting Engineer's Report**

**May 20, 2021**

**ACTIVE ITEMS**

**Phase II Upgrade Project**

The project has been advertised. The mandatory pre-bid meeting is scheduled for June 8<sup>th</sup> at 9:00 AM and the bid opening is scheduled for July 12<sup>th</sup> at 10:00 AM.

**Upstream Litigation**

KLH has been working with the Solicitor on the litigation with the upstream communities.

**Golden Gate Phase II**

Per the LTCP, Golden Gate unauthorized discharges were to be eliminated by September 1, 2019. Golden Gate Phase I has been completed; Phase II remains. Design is complete. The Phase II project cost is estimated to be \$300,000. The PA Small Water and Sewer Grant application has been denied.

**CDBG Year 46**

The CMA has been awarded a 65% construction cost grant for the repair of Level 5 defects throughout the sewer system (2 CIPP lining, 2 open cut). KLH **provided the requested documentation to the COG. The COG is currently working with the Contractor to award the project.**

**CDBG Year 47**

CDBG Year 47 is now accepting applications. The proposed project includes rehabilitation of five (5) Level 5 defect sewers. The total cost estimate is \$164,000, with a CMA share of \$69,000. KLH submitted the pre-application for funding consideration. Applications are under review.

**2021 Emergency Repair Contract**

The existing contract expires on May 31, 2021. If the Board wishes to continue having these types of contracts, we need authorization to advertise a new contract.

### GIS Update

CMA has requested KLH update the GIS map to indicate which Level 5 sewer defects have been repaired and which defects remain. KLH has provided the map to CMA.

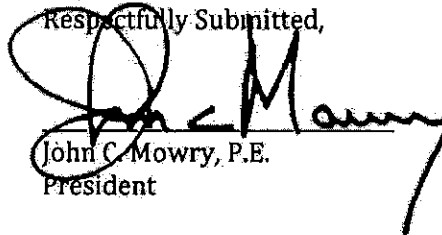
### State Street Lining & Restoration

CMA was contacted by PennDOT in regards to the final restoration for the State Street Lining contract. The Solicitor is working with the Contractor to restore the open excavation pits and asphalt restoration per PennDOT directive.

### Capital Requisition

Requisition 361-B in the amount of \$9,672.00 is presented for Board approval.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John C. Mowry", is written over a horizontal line.

John C. Mowry, P.E.  
President

**CAPITAL IMPROVEMENT FUND**

**REQUISITION NUMBER 361-B**

Date: May 20, 2021

TO: Wells Fargo Bank, National Association, as 'Trustee (the "Trustee")

E-Mail: [Rose.Anne.Camilo@wellsfargo.com](mailto:Rose.Anne.Camilo@wellsfargo.com)  
[Peter.C.Hosfield@wellsfargo.com](mailto:Peter.C.Hosfield@wellsfargo.com)

-or-

Fax: 877-775-7570

FROM: Clairton Municipal Authority (the "Borrower")

Account No.: 48117303 (2012B CONSTRUCTION FUND)

Re: Draw From Construction Fund established under the Trust Indenture for the above-referenced bonds dated as of August, 2012 (the "Indenture")

The Authority hereby directs the Trustee to pay from the Authorities account within the Construction Fund established under the Indenture the following amount to the Payees listed below, and certifies that such obligations in the stated amount have been incurred by the Authority and that each item thereof is a proper part of the Cost of the Capital Addition and has not been paid; that there has not been filed with or served upon the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of any of the moneys payable to any persons named in such requisition; that such requisition contains no items representing payment on account of any retained percentage which the Authority is on the date of such certificate entitled to retain; that neither the Authority nor any of its officers or members has received any discount, rebate, commission, fee, proceeds from insurance or other abatement which is not reflected on the requisition in connection with any such expenditures or indebtedness; and that no part of any such item has been included in any pervious requisition for the withdrawal of money from the Construction Fund.



May 20, 2021  
Requisition No. 361-B

**Account No.: 48117303 2012B CONSTRUCTION FUND**

Re: Draw From Construction Fund established under the Trust Indenture for the above-referenced bonds dated as of August, 2012 (the "Indenture")

The Authority hereby directs the Trustee to pay from the Authorities account within the Construction Fund established under the Indenture the following amount to the Payees listed below, and certifies that such obligations in the stated amount have been incurred by the Authority and that each item thereof is a proper part of the Cost of the Capital Addition and has not been paid; that there has not been filed with or served upon the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of any of the moneys payable to any persons named in such requisition; that such requisition contains no items representing payment on account of any retained percentage which the Authority is on date of such certificate entitled to retain; that neither the Authority nor any of its officers or members has received any discount, rebate, commission, fee, proceeds from insurance or other abatement which is not reflected on the requisition in connection with any such expenditures or indebtedness; and that no part of any such item has been included in any previous requisition for the withdrawal of money from the Construction Fund.

CLAIRTON MUNICIPAL AUTHORITY  
ALLEGHENY COUNTY, PENNSYLVANIA

By \_\_\_\_\_  
Secretary, Assistant Secretary

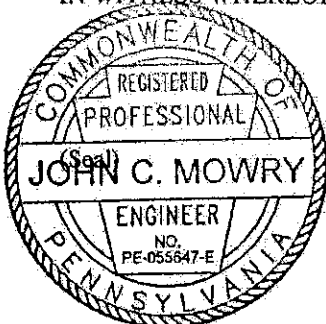
By \_\_\_\_\_  
Chairman or Vice Chairman

**A. CONSULTING ENGINEER'S CERTIFICATE**

I, the undersigned, the duly appointed Consulting Engineer for the Clairton Municipal Authority, Allegheny County, Pennsylvania (the "Authority") hereby certify the following:

- (a) I hereby approve the foregoing attached requisition of the Authority;
- (b) The obligation listed to be paid on such requisition was properly incurred;
- (c) The amount requisitioned is due and unpaid;
- (d) Insofar as the payment is to be made for work, material, supplies, or equipment, the work has been performed and the material, supplies or equipment have been installed in the project or have been delivered either at the project site or at a proper place for fabrication, and are covered by the Builders' Risk Insurance; and
- (e) All work, material, supplies and equipment for which payment is to be made are, in the opinion of the undersigned, in accordance with the plans and specifications.

IN WITNESS WHEREOF, I hereunto set my hand hereto this 11 day of MAY 2021.



KLH ENGINEERS, INC.

Consulting Engineer

*John C. Mowry*  
John C. Mowry, P.E.



Clairton Municipal Authority  
1 North State Street  
Clairton, PA 15025

Invoice number 64633  
Date 04/30/2021

Project 273-124 WWTP PHASE II UPGRADES

Professional Services through April 30, 2021

**005 Securing PennVest Funding**

	Hours	Rate	Billed Amount
CHELSEA CRAIN	2.00	52.00	104.00
JEFFREY C. WILLIAMS	4.50	98.00	441.00
Securing PennVest Funding subtotal			545.00

**006 Reimbursable Permit Fees**

*A copy of the invoice is attached*

Reimbursable Expenses

	Billed Amount
Reimbursable Permit Fees subtotal	2,000.00
	2,000.00

Invoice total 2,545.00



Allegheny County Conservation District

412-241-7645

pirwin@accdpa.org | <https://www.conservationcenter.org/>

273-124

Invoice #000483

## Admin Office/Maintenance Garage & Montour Trail Relocation WWTP Upgrades 1 & 2

ACCD cannot start your application review until payment is received. If you have any questions about billing or payment, please contact Holly Dugan at [hdugan@accdpa.org](mailto:hdugan@accdpa.org).

### Bill To

Jeff Williams  
KLH Engineers, Inc.  
[jwilliams@klhengineers.com](mailto:jwilliams@klhengineers.com)  
412-494-0510  
5173 Campbells Run Rd  
Pittsburgh, PA 15205

### Invoice Details

PDF created April 28, 2021  
\$2,000.00

### Payment

Due May 12, 2021  
\$2,000.00

Item	Quantity	Price	Amount
Permit Review Fee	1	\$500.00	\$500.00
<i>Renewal Review</i>			
Expedited Review	1	\$1,000.00	\$1,000.00
ACCD Clean Water Fund Fee	1	\$500.00	\$500.00
Subtotal			\$2,000.00
<b>Total Due</b>			<b>\$2,000.00</b>



Clairton Municipal Authority  
1 North State Street  
Clairton, PA 15025

Invoice number 64635  
Date 04/30/2021

Project 273-140 PHASE 2 OVERSITE  
COMMITTEE

Professional Services through April 30, 2021

**001 Phase 2 Oversight Committee**

	Hours	Rate	Billed Amount
JOHN C. MOWRY	16.00	142.00	2,272.00
JOSEPH M. GIANVITO	32.50	142.00	4,615.00
ZACHARY D. ZERN	2.50	96.00	240.00
Phase 2 Oversight Committee subtotal			7,127.00

Invoice total 7,127.00