

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

October 19th, 2023

Meeting called to order at 6:03 PM by John Vitullo.

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Workshop Session was held from 5:09 P.M. until 5:56 P.M. discuss operations and construction.

An executive session was held from 4:00 P.M. until 5:00 P.M. to discuss personnel.

Present Absent

Roll Call

Brian Koontz	<u>  X  </u>	<u>          </u>
Lawrence Wulf	<u>  X  </u>	<u>          </u>
Kevin Johnson	<u>  X  </u>	<u>          </u>
Doug Ozvath	<u>  X  </u>	<u>          </u>
John Vitullo	<u>  X  </u>	<u>          </u>

Administration/Professional

- Ryan Potts, Superintendent
- Jim Hannan, Finance Director
- Brian Melnichak, Assistant Finance Director
- Joe Gianvito, P. E., KLH Engineers
- Robert McTiernan, Solicitor

Citizens Comments:

None:

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Doug Ozvath moved, and Kevin Johnson seconded the Motion to approve the minutes from the Board Meeting of September 21st, 2023. The motion carried 5-0.

Doug Ozvath moved, and Laurence Wulf f seconded the Motion to approve the paying of the bills from September 21<sup>st</sup> , 2023 – October 18<sup>th</sup> , 2023 The motion carried 5-0.

Kevin johson moved, and Laurence Wulf seconded the motion to approve the Year-to-Date Income Statements for Treatment and Collections. The motion carried -0.

Kevin Johnson moved, and Doug Ozvath seconded the motion to approve the Collection System Billing Summary. The motion carried 5-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve ACH reject policy. The motion carried 5-0.

Doug Ozvath moved, and Brian Koontz seconded the Motion to approve renewal of Cyber Insurance through Travelers insurance at a cost of \$5,743 for 12 months. The motion carried 5-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve the payment of Clairton Municipal Authority Defined Benefits Plan 2024 Minium Obligation in the amount of \$65,832. Motion carried 5-0

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve the Terms and Conditions of the sale with JWC for the replacement fine screening. Motion carried 5-0

Kevin Johnson moved, and Doug Ozvath seconded the Motion to approve Settlement Release and Performance agreement between CMA, Duperon, Wanye Crouse and Bronder Technical Services as prepared by CMA. Motion carried 5-0

Doug Ozvath moved, and Kevin Johnson seconded the Motion to hire Dane Stegman for the position of Maintenance II, Uncertified at a rate based on the Union Contract. Motion carried 5-0

Kevin Johnson moved, and Doug Ozvath seconded the Motion to approve purchase of John Deere 320 P-Tier Backhoe Loader for the Price of \$105,000.00 after trade in allowance for our current Backhoe. Motion carried 5-0

Kevin Johnson moved, and Doug Ozvath seconded the Motion to approve Purchase of SCADA Recovery and Enhancements for the cost of \$26,760.00. Motion carried 5-0.

Doug Ozvath moved, and Kevin Johnson seconded the Motion to approve Pay Application 16 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$633,712.09 for submission to PennVest. The motion carried 5-0.

Doug Ozvath Doug Ozvath moved, and Doug Ozvath seconded the Motion to approve Pay Application 13 to Bronder Technical Services, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$172,800.00 for submission to PennVest. The motion carried 5-0.

Kevin Johnson moved, and Larry Wulf seconded Motion to approve the request submitted by Joe Gianvito of KLH, for Requisition 389-B in the amount of \$20,987.25 The motion carried 5-0.

Doug Ozvath moved, and Kevin Johnson seconded the Motion to approve Resolution No. 10192023 Clairton Municipal Authority Declaration of Official Intent to apply for Local Share Account (LSA) Grant. The motion carried 5-0.

Doug Ozvath moved, and Kevin Johnson Motion to approve the letter from KLH declaring an emergency for the replacement of the Perf. Screens. The motion carried 5-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to adjourn at 7:00 PM. The motion carried 5-0.



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SECRETARY

**CLAIRTON MUNICIPAL AUTHORITY**

BOARD OF DIRECTORS

Regular Monthly Meeting

Thursday October 19th, 2023

6:00 P.M.

**AGENDA**

Roll Call and Pledge of Allegiance

Comments from the Public

1. Approval of Minutes
  - a. Motion to approve the minutes from the Board Meeting of September 21st, 2023.
2. Motion to approve the bills.
3. Motion to approve the Year-to-Date Income Statements for both Treatment and Collection.
4. Motion to approve Collection System Billing Summary.
5. Finance Report
  - a. Motion to approve ACH Reject policy.
  - b. Motion to approve the payment of Clairton Municipal Authority Defined Benefits Plan 2024 Minimum Obligation in the amount of \$65,832
  - c. Motion to approve the Terms and Conditions of Sale with JWC for the replacement fine screening.
  - d. Motion to approve renewal of Cyber Insurance through Travelers insurance at a cost of \$5,743 for 12 months
  - e. Motion to approve Settlement Release and Performance agreement between CMA, Duperon, Wanye Crouse and Bronder Technical Services.
6. Collection & Operation Report
  - a. Motion to hire \_\_\_\_\_ for the position of Maintenance II, Uncertified at a rate based on the Union Contract.
  - b. Motion to approve purchase of John Deere 320 P-Tier Backhoe Loader for the Price of \$105,000.00 after trade in allowance for our current Backhoe
  - c. Motion to approve Purchase of SCADA Recovery and Enhancements for the cost of \$26,760.00
7. Engineer's Report
  - a. Motion to approve Pay Application No. 16 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the amount of \$633,712.09 for submission to PennVest.
  - b. Motion to approve Pay Application No. 13 to Bronder Technical Services, Inc. for Contract 2019-01 REBID Upgrades Phase 2 Electrical in the amount of \$172,800.00 for submission to PennVest and the Commonwealth Finance Authority.
  - c. Motion to approve the request submitted by Joe Gianvito of KLH, for Requisition 389-B in the amount of \$20,987.25.
  - d. Motion to approve Resolution No. 10192023 Clairton Municipal Authority Declaration of Official Intent to apply for a Local Share Account (LSA) Grant.
  - e. Motion to approve the letter declaring an emergency for the replacement of the Perf Screens.
8. Solicitor's Report
9. Old Business
10. New Business

Motion to Adjourn

**CMA**  
**MEETING Check Register**  
**For the Period From Oct 1, 2023 to Oct 31, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
10128	10/18/23	AIRGAS USA, LLC	10310-G	728.86
10129	10/18/23	AMERICAN WATER	10310-G	1,170.00
10130	10/18/23	AQUA FILTER FRES	10310-G	93.10
10131	10/18/23	Bronder Technical Se	10310-G	130,477.50
10132	10/18/23	CINTAS	10310-G	181.15
10133	10/18/23	COMCAST	10310-G	1,770.05
10134	10/18/23	COUNTY HAULING	10310-G	23,732.73
10135	10/18/23	DE LAGE LANDEN F	10310-G	140.00
10136	10/18/23	DRNACH ENVIRON	10310-G	26,737.00
10137	10/18/23	DTI Development	10310-G	3,000.00
10138	10/18/23	DUQUESNE LIGHT	10310-G	24,954.80
10139	10/18/23	ELIZABETH ELECTR	10310-G	139.10
10140	10/18/23	ENVIRONMENTAL S	10310-G	46.01
10141	10/18/23	FAYETTE PARTS SE	10310-G	177.76
10142	10/18/23	FAYETTE WASTE L	10310-G	72.26
10143	10/18/23	First National Bank	10310-G	3,109.51
10144	10/18/23	FNB Commercial Cre	10310-G	8,718.81
10145	10/18/23	FRANK'S SHOES	10310-G	145.00
10146	10/18/23	HENWIL CORPORA	10310-G	7,509.96
10147	10/18/23	IDEXX Laboratories	10310-G	1,422.80
10148	10/18/23	Invoice Cloud Inc.	10310-G	413.20
10149	10/18/23	KIMBALL MIDWEST	10310-G	336.28
10150	10/18/23	KLH ENGINEERS, IN	10310-G	22,095.15
10151	10/18/23	LINK COMPUTER C	10310-G	1,436.15
10152	10/18/23	Matheson Tri-Gas	10310-G	279.69
10153	10/18/23	MCMASTER-CARR	10310-G	123.90
10154	10/18/23	MEIT	10310-G	31,625.18
10155	10/18/23	MODEL UNIFORMS	10310-G	538.24
10156	10/18/23	Mon River Supply	10310-G	1,001.83
10157	10/18/23	PA AMERICAN WAT	10310-G	148.41
10158	10/18/23	PA AMERICAN WAT	10310-G	1,665.96
10159	10/18/23	PASTORE PLUMBIN	10310-G	1,400.00

**CMA**  
**MEETING Check Register**  
**For the Period From Oct 1, 2023 to Oct 31, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
10160	10/18/23	PENNSYLVANIA ON	10310-G	38.12
10161	10/18/23	Pioneer Research	10310-G	648.19
10162	10/18/23	BOWES BANK INC	10310-G	1,020.99
10163	10/18/23	PITNEY BOWES INC	10310-G	198.00
10164	10/18/23	POWERS ENGINEE	10310-G	4,682.36
10165	10/18/23	PRECISION COPY P	10310-G	57.95
10166	10/18/23	RC WALTER & SON	10310-G	124.21
10167	10/18/23	RONDINELLI, DEBO	10310-G	300.00
10168	10/18/23	SAMS CLUB/SYNCH	10310-G	267.35
10169	10/18/23	SHILOH SERVICE, I	10310-G	1,109.25
10170	10/18/23	REBECCA SHOEMA	10310-G	217.42
10171	10/18/23	TUCKER ARENSBE	10310-G	5,525.00
10172	10/18/23	UNISAFE	10310-G	329.67
10173	10/18/23	United Laboratories	10310-G	426.96
10174	10/18/23	USA BLUE BOOK	10310-G	1,945.28
10175	10/18/23	WAYNE CROUSE, I	10310-G	1,862,271.9
10176	10/18/23	Web-Makeovers	10310-G	325.00
10177	10/18/23	WILMINGTON TRUS	10310-G	700.39
<b>Total</b>				<b><u>2,175,578.5</u></b>

CMA  
Year to Date Income Statement  
WWTP Budget to Actual  
For the Nine Months Ending September 30, 2023  
Percent of Year 58.33% (7 months / 12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Clairton Collecti/Debt Service	\$ 993,128.30	\$ 1,191,638.00	198,509.70	83.34
Jefferson Hills Debt Service	696,404.97	928,601.00	232,196.03	75.00
Petersan WWTP Debt Service	608,182.38	801,067.00	192,884.62	75.92
South Park Debt Service	109,626.47	144,394.00	34,767.53	75.92
<b>Total Debt Service Revenues</b>	<b>2,407,342.12</b>	<b>3,065,700.00</b>	<b>658,357.88</b>	<b>78.53</b>
Clairton Collec/Operation/Main	741,968.64	975,000.00	233,031.36	76.10
Jefferson Hills Operation/Main	608,078.50	900,000.00	291,921.50	67.56
Petersan Operation/Maint	743,766.00	1,250,000.00	506,234.00	59.50
South Park Operation/Maint	184,503.61	240,000.00	55,496.39	76.88
<b>Total Consumption Revenues</b>	<b>2,278,316.75</b>	<b>3,365,000.00</b>	<b>1,086,683.25</b>	<b>67.71</b>
<b>Other Revenue</b>				
Sludge Acceptance	115,393.85	250,000.00	134,606.15	46.16
Miscellaneous Income	16,269.45	0.00	(16,269.45)	0.00
Collection Office Rent	0.00	12,000.00	12,000.00	0.00
Interest Income	54,824.60	9,000.00	(45,824.60)	609.16
Investment Interest	52,235.83	19,000.00	(33,235.83)	274.93
Capacity Fees	65,529.00	50,000.00	(15,529.00)	131.06
<b>Total Other Revenues</b>	<b>304,252.73</b>	<b>340,000.00</b>	<b>35,747.27</b>	<b>89.49</b>
<b>Total Revenues</b>	<b>\$ 4,989,911.60</b>	<b>\$ 6,770,700.00</b>	<b>1,780,788.40</b>	<b>73.70</b>
<b>Expenses</b>				
Office Expenses	\$ 9,157.61	\$ 10,700.00	1,542.39	85.59
Treatment Supplies & Chemicals	102,431.38	133,100.00	30,668.62	76.96
Treatment Sludge Disposal	206,950.88	315,000.00	108,049.12	65.70
Flow Monitoring Data & Fees	109,488.00	149,500.00	40,012.00	73.24
Equipment	36,196.60	818,369.75	782,173.15	4.42
Maintenance & Repair	59,371.34	185,000.00	125,628.66	32.09
Vehicle Expense	9,219.36	18,000.00	8,780.64	51.22
Utilities	303,963.51	343,000.00	39,036.49	88.62
Wages & Taxes	629,747.58	827,860.00	198,112.42	76.07
Employee Benefits	267,109.84	386,726.25	119,616.41	69.07
Conference & Memberships	11,802.60	24,000.00	12,197.40	49.18
Professional Services	131,567.27	230,500.00	98,932.73	57.08
Insurance	68,593.00	90,000.00	21,407.00	76.21
<b>Total Operating Expenses</b>	<b>1,945,598.97</b>	<b>3,531,756.00</b>	<b>1,586,157.03</b>	<b>55.09</b>
<b>Total Debt Payments</b>				
Series B Bond Interest Expense	945,250.00	1,890,500.00	945,250.00	50.00
Series B Bond Principal	0.00	1,175,000.00	1,175,000.00	0.00
<b>Total Debt Payments</b>	<b>945,250.00</b>	<b>3,065,500.00</b>	<b>2,120,250.00</b>	<b>30.84</b>
<b>Total Expenses</b>	<b>2,890,848.97</b>	<b>6,597,256.00</b>	<b>3,706,407.03</b>	<b>43.82</b>
<b>Over/Under Budget</b>	<b>\$ 2,099,062.63</b>	<b>\$ 173,444.00</b>	<b>(1,925,618.63)</b>	<b>1,210.22</b>

For Management Purposes Only

CMA  
Year to Date Income Statement  
Collection Budget to Actual  
For the Nine Months Ending September 30, 2023  
Percent of Year 58.33% (7 months /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Residential Flat Rate	\$ 770,487.81	\$ 1,000,000.00	229,512.19	77.05
Commerical Flat Rate	95,383.41	146,600.00	51,216.59	65.06
Alleg Housing Flat Rate	88,704.00	115,200.00	26,496.00	77.00
School Flat Rate	16,668.00	21,600.00	4,932.00	77.17
USS Flat Rate	662,046.00	859,000.00	196,954.00	77.07
<b>Total Debt Service Revenues</b>	<b>1,633,289.22</b>	<b>2,142,400.00</b>	<b>509,110.78</b>	<b>76.24</b>
<b>Total Consumption Revenues</b>	<b>941,837.64</b>	<b>1,207,200.00</b>	<b>265,362.36</b>	<b>78.02</b>
<b>Total Consumption Revenues</b>	<b>\$ 941,837.64</b>	<b>\$ 1,207,200.00</b>	<b>265,362.36</b>	<b>78.02</b>
<b>CTH Consumption Revenues</b>				
CTH Consumption Revenues	\$ 0.00	\$ 0.00	0.00	0.00
CTH Debt Service Revenues	119,700.00	0.00	(119,700.00)	0.00
CTH Penalty and Interest	0.00	0.00	0.00	0.00
<b>Total Century Townhomes</b>	<b>119,700.00</b>	<b>0.00</b>	<b>(119,700.00)</b>	<b>0.00</b>
<b>Other Revenue</b>				
Penalty	160,185.35	150,000.00	(10,185.35)	106.79
Dye Test Fees - Plumber	(420.00)	0.00	420.00	0.00
Dye Test - Application Fees	3,125.00	6,300.00	3,175.00	49.60
Lien Letter Fees	4,270.00	4,500.00	230.00	94.89
NSF Fees	881.00	200.00	(681.00)	440.50
Posting Fees -Terminations \$20	44,353.46	60,000.00	15,646.54	73.92
Magistrate & Legal Fees	(168.00)	0.00	168.00	0.00
Notice Fee - \$15	(445.00)	0.00	445.00	0.00
Grant	200,000.00	0.00	(200,000.00)	0.00
Miscellaneous Income	0.00	500.00	500.00	0.00
Interest Income	3,035.78	200.00	(2,835.78)	1,517.89
Investment Interest	4,559.50	0.00	(4,559.50)	0.00
<b>Total Other Revenues</b>	<b>419,377.09</b>	<b>221,700.00</b>	<b>(197,677.09)</b>	<b>189.16</b>
<b>Total Revenues</b>	<b>\$ 3,114,203.95</b>	<b>\$ 3,571,300.00</b>	<b>457,096.05</b>	<b>87.20</b>
<b>Expenses</b>				
Office Expenses	\$ 6,647.80	\$ 6,000.00	(647.80)	110.80
Billing Expense	52,431.81	52,500.00	68.19	99.87
Collection System Supplies	6,694.27	39,300.00	32,605.73	17.03
Equipment	32,791.87	3,000.00	(29,791.87)	1,093.06
Maintenance & Repair	9,229.99	138,963.00	129,733.01	6.64
Vehicle Expense	9,207.34	23,000.00	13,792.66	40.03
Utilities	17,579.23	32,500.00	14,920.77	54.09
Wages & Taxes	282,957.09	370,192.00	87,234.91	76.44
Employee Benefits	87,055.90	156,957.75	69,901.85	55.46
Conference & Memberships	2,508.61	11,700.00	9,191.39	21.44
Professional Services	80,593.23	99,000.00	18,406.77	81.41
Insurance	48,577.00	51,000.00	2,423.00	95.25
WWTP Treatment Charges	741,100.00	975,000.00	233,900.00	76.01
<b>Total Operating Expenses</b>	<b>1,377,374.14</b>	<b>1,959,112.75</b>	<b>581,738.61</b>	<b>70.31</b>

For Management Purposes Only

CMA  
Year to Date Income Statement  
Collection Budget to Actual  
For the Nine Months Ending September 30, 2023  
Percent of Year 58.33% (7 months /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Total Debt Payments				
Debt Pmt City of Clairton	203,764.65	454,107.12	250,342.47	44.87
Debt Pmt (full bond)	440,339.57	1,213,196.85	772,857.28	36.30
Debt Pmt on Collection System	0.00	527,712.50	527,712.50	0.00
Debt Service Coverage - 10%	0.00	53,363.00	53,363.00	0.00
Debt Pmt WWTP Transfers	993,128.30	0.00	(993,128.30)	0.00
Interest Expense	143,679.15	0.00	(143,679.15)	0.00
	<hr/>	<hr/>	<hr/>	
Total Debt Payments	1,780,911.67	2,248,379.47	467,467.80	79.21
	<hr/>	<hr/>	<hr/>	
Total Expenses	3,158,285.81	4,207,492.22	1,049,206.41	75.06
	<hr/>	<hr/>	<hr/>	
Over/Under Budget	\$ (44,081.86)	\$ (636,192.22)	(592,110.36)	6.93
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CMA  
Cash Account Monthly Summary  
As of: September 30, 2023

	<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursemen ts</u>		<u>Ending Balance</u>
<b>Operating Accounts</b>							
10320-T FN-WWTP Depository	5,022,241.62	\$	5,744,596.62	\$	(6,510,790.06)	\$	4,256,048.18
10330-C FN-Collection Depository	3,499,536.53		3,073,950.26		(3,566,183.35)		3,007,303.44
10311-G FN-Payroll	4,667.78		924,168.84		(921,088.18)		7,748.44
10310-G FN-Disbursements	130,024.10		11,851,933.93		(11,787,403.99)		194,554.04
<b>Reserved Accounts</b>							
10331-C FN-Collection City Pmts	182,450.03		0.00		0.00		182,450.03
10322-T FN-OPEB	506,303.71		9,159.86		(100.00)		515,363.57
10321-T FN-WWTP Capacity & Capital Im	2,593,855.07		113,348.33		(302.64)		2,706,900.76
10333-C Collection Capital Improvement	1,216,357.23		0.01		0.00		1,216,357.24
10332-T WWTP Debt Coverage	79,730.67		1,442.68		0.00		81,173.35
<b>Total FNB Accounts</b>	<u>13,235,166.74</u>	<u>\$</u>	<u>21,718,600.53</u>	<u>\$</u>	<u>(22,785,868.22)</u>	<u>\$</u>	<u>12,167,899.05</u>
<b>Trustee Accounts</b>							
10200-C WF Series A - Construction	3.10	\$	0.09	\$	0.00	\$	3.19
10200-T WF - Series B - Construction	287,867.37		7,189.59		(198,404.87)		96,652.09
10220-T WF - Debt Service	314,023.33		3,033,256.01		(1,104,113.54)		2,243,165.80
10221-T WF - Debt Service Reserve	2,894,475.16		731,491.43		(42,191.43)		3,583,775.16
<b>Total Trustee Accounts</b>	<u>3,496,368.96</u>	<u>\$</u>	<u>3,771,937.12</u>	<u>\$</u>	<u>(1,344,709.84)</u>	<u>\$</u>	<u>5,923,596.24</u>
<b>Grand Total</b>	<u>16,731,535.70</u>	<u>\$</u>	<u>25,490,537.65</u>	<u>\$</u>	<u>(24,130,578.06)</u>	<u>\$</u>	<u>18,091,495.29</u>

September 2023 Sewer Billing  
Sewer Receivables

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
ALLF1	Allegheny Housing Flat (Wylie)	\$ 9,982.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,982.00)
ALLF2	Allegheny Housing Flat (Reed)	\$ 1,922.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,922.00)
CNTRY	Century Town Homes Flat Rate	\$ 13,300.00	\$ -	\$ 660.00	\$ 4,796.26	\$ -	\$ -	\$ -	\$ (205.00)
COLLE	Metered Sewer Collection	\$ 127,801.61	\$ (971.74)	\$ 2,656.00	\$ 4,933.37	\$ -	\$ -	\$ 642.70	\$ (98,856.49)
COMF	Commercial Sewer Flat Rate	\$ 14,832.42	\$ -	\$ 205.52	\$ 77.41	\$ -	\$ -	\$ -	\$ (13,553.63)
RESF	Residential Sewer Flat Rate	\$ 104,675.93	\$ (33.30)	\$ 2,189.91	\$ 6,890.02	\$ -	\$ -	\$ 487.64	\$ (85,739.39)
PRIOR	Prior Balances	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ (0.02)
SSRF	School Sewer Flat Rate	\$ 2,268.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,268.00)
USSF	USS Sewer Flat Rate	\$ 88,846.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (88,846.00)
	<b>Billed Collection Flat usage Charge</b>	\$ 16.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16.00)
	<b>Sewer Receivables Totals</b>	\$ 363,643.96	\$ (1,005.04)	\$ 5,711.43	\$ 16,697.07	\$ -	\$ -	\$ 1,130.34	\$ (301,388.53)

Sewer Direct

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
NSF Fee	NSF Fee	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ 136.28	\$ (361.28)
POST	Posting Fee - Shut Offs	\$ -	\$ 4,675.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ (3,514.41)
TurnOff	Water Turn Off Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (540.00)
TurnOn	Turn On Fee	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ -	\$ 30.00	\$ (390.07)
Magistrate & Legal Fees	Magistrate & Legal Fees	\$ -	\$ 343.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certified Mailing	Certified Mailing	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NOTICE	10-Day Delinquent Notice	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (30.00)
Bankruptcy Money off of account	Move money off of account balances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (45,532.00)
	<b>Sewer Direct Totals</b>	\$ -	\$ 5,408.00	\$ -	\$ -	\$ -	\$ -	\$ 266.28	\$ (50,367.76)

Sewer Summary

Previous Ending Balance	\$ 2,687,915.54	
Charges	\$ 363,643.96	
Adjustments	\$ 4,402.96	
Penalties	\$ 5,711.43	
Interest	\$ 16,697.07	
Discounts	\$ -	
Refunds	\$ -	
Adjusted Receipts	\$ 1,396.62	
Receipts	\$ (351,756.29)	<b>Total Receipts \$ (350,359.67)</b>
Current Balance	\$ 2,728,011.29	

Document Number: 2023-01  
Document Name: ACH Reject Policy  
Effective Date: 10/01/2023  
Document Status:

## 1.0 Purpose

To define a process in the event ratepayers of Clairton that abuse the functionality to make ACH Payments with our Payment Service provider (InvoiceCloud)

## 2.0 Policy Details

Any wastewater treatment account set up by the Clairton Municipal Authority has the ability to use our electronic payment provider (InvoiceCloud). This provider as the option to make payments by a Automated Clearing House (ACH).

It is the authorities position that any rate payer that has these payments rejected for any reason three (3) times within a 12-month period should have their ability to use ACH as a payment method removed by the Authority until twelve (12) on-time payments are received from the rate payer.

Once the twelve (12) on-time payments are made the Authority will reinstate the option to use ACH Payments.

## 3.0 Policy Scope

This policy would apply to any resident or owners of property that are billed for Sewage Service by the Clairton Municipal Authority.

## 4.0 Policy Owner

Brian Melnichak

## 5.0 Document History

	Date	Document #	
5.1	October 11	0	Created Policy

Last Modified By: Enter Text  
Document Owner: Enter Text

Last Modified On: Select Date  
Original Date: Select Date

Page: 1

**TOTAL ANNUAL PREMIUM - \$5,473.00**  
 (Other term options listed below, if available)

**LIMIT DETAIL:**

Shared Additional Defense Limit of Liability: N/A  
 CyberRisk Policy Aggregate Limit: \$1,000,000

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Cyber Coverage:  
 Additional Premium Percentage: 75%  
 Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:  
 Additional Premium Percentage: N/A  
 Additional Months: N/A

**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$5,473.00	\$0.00	\$0.00	\$5,473.00	\$5,473.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:**

AFE-15001-0620 Declarations  
 AFE-16001-0119 General Conditions  
 CYB-15001-0620 CyberRisk Declarations  
 CYB-16001-0620 CyberRisk Coverage  
 CYB-16001-TOC-0620 CyberRisk Table of Contents

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:**

AFE-17033-0620 Pennsylvania Changes Endorsement  
 AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement  
 AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement  
 CYB-19105-0119 Conviction Reward Endorsement  
 CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement

**CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 Revised MFA Supplement reflecting all positive responses
- 2 Revised Cyber renewal application reflecting a positive response for MFA 3 i

**Travelers Casualty and Surety Company of America**  
**QUOTE OPTION #1**

**CYBER COVERAGE:**

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$10,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$10,000
Regulatory Proceedings	\$1,000,000	\$10,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$10,000
Computer and Legal Experts	\$1,000,000	\$10,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$10,000
Data Restoration	\$1,000,000	\$10,000
Public Relations	\$1,000,000	\$10,000
Cyber Crime	Limit	Retention
Computer Fraud	\$500,000	\$10,000
Funds Transfer Fraud	\$500,000	\$10,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	Not Covered	
Reputation Harm	\$250,000	\$5,000
System Failure	Not Covered	

**Additional First Party Provisions**

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

**Knowledge Date:** November 18, 2020

**P&P Date:** November 18, 2020

**Retro Date:** N/A

**COMMISSION:** 12.50%

**QUOTE NOTES:**

**NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

**Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

**FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

**Coverage Disclaimer:**

**THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.**

**THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.**

**Affiliate (non-Subsidiary) Coverage Disclaimer:**

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the [travelers.com](http://travelers.com) website or contact your underwriter.

## Clairton Municipal Authority Defined Benefit Plan

### 2024 Minimum Municipal Obligation (MMO)

(1) Total Annual Payroll <i>W-2 Payroll Estimate for 2023</i>	\$1,083,150
(2) Normal Cost as a Percentage of Payroll <i>From 2021 Act 205 Filing</i>	11.947%
(3) 2024 Estimated Normal Cost <i>(1) x (2)</i>	129,404
(4) Amortization Amount <i>From 2021 Act 205 Filing</i>	0
(5) Estimated Administrative Expenses <i>Best Estimate for 2024</i>	<u>37,500</u>
(6) Total 2024 Financial Requirements <i>(3) + (4) + (5)</i>	\$166,904
(7) 2024 Estimated Employee Contributions <i>No Employee Contributions</i>	0
(8) Funding Adjustment <i>From 2021 Act 205 Filing</i>	<u>101,072</u>
<b>(9) 2024 Minimum Municipal Obligation</b> <i>(6) - (7) - (8)</i>	<b>\$65,832</b>

  
\_\_\_\_\_  
Signature of Chief Administrative Officer

9/27/2023  
Date Certified  
to Governing Body

**JWC ENVIRONMENTAL  
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder, which are described by purchase order 8292023, the Notice of Intent to Award dated June 23, 2023 and JWC quote 70213 (including any handwritten terms affixed thereto which the parties expressly agree are incorporated therein)(such purchase order, Notice of Intent to Award and JWC quote being attached as **Exhibit A**) (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

**PAYMENT TERMS**

Payment Terms – Milestone payments will be invoiced as follows: 30% after Submittal Approval; 60% after Delivery of Equipment and Materials; 10% after Start-up, Testing, and Owner Acceptance. Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31<sup>st</sup> day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

**DELIVERY AND DAMAGES**

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies which is beyond the reasonable control of the Seller. Buyer and Seller agree that as liquidated damages for Seller's failure to complete shipment by December 8, 2023 and for which Seller is liable under the terms herein, Seller shall pay Buyer an amount equal to One percent (1%) per day of the purchase order price. In no event will liquidated damages will be charged for delays caused by events beyond the reasonable control of the Seller. The maximum total liquidated damages shall not exceed Ten percent (10%) of the purchase order amount. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination.

**PRICES**

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

**RETURNS**

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

**LIMITED WARRANTY**

Subject to the terms and conditions hereof, the Seller warrants until two years from time of successfully completed performance testing and owner acceptance, that each Product will be free of defects in material and workmanship. Two-year warranty to include complete system, Item 1 through 4 of Seller's Quote. If the Seller receives written notification of such defect during the warranty period the Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required solely due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or any other actions or inactions of Seller, its personnel, employees, agent or representative. In addition, the foregoing warranty does not cover any Products, or components thereof, which. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted under the same two-year warranty term as provided herein, as if the replacement Product were a newly provided Product.

Seller shall be responsible for all costs of work associated with troubleshooting problems related to equipment start-up and installation of Seller's Products ("Troubleshooting Work").

**DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES**

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

#### CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

#### CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

#### APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

#### ASSIGNMENT

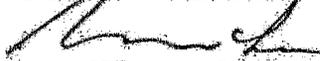
This agreement shall be binding upon the parties and their respective successors. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder shall be void without the other party's written consent first obtained. Any exercise of rights by any successor or assign shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

#### EXCLUSIVE TERMS AND CONDITIONS

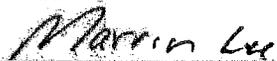
The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by both parties. This instrument, together with any amendment or supplement hereto specifically agreed to in writing, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BOTH PARTIES ACCEPT AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

JWC ENVIRONMENTAL:



By:



Its:



Dated:

10/4, 2023

CLAIRTON MUNICIPAL AUTHORITY:

By: John J. Vitello

Its: BOARD CHAIR

Dated: Oct 5, 2023

# KLH

ENGINEERS, INC

June 23, 2023

Dan Nelson  
Director of Sales  
PumpMan Pittsburgh  
3812 William Flynn Highway  
Allison Park, PA 15101

Dear Mr. Nelson:

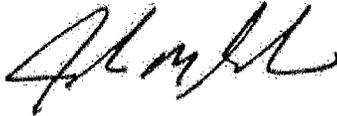
**CLAIRTON MUNICIPAL AUTHORITY  
PERFORATED PLATE SCREENS  
NOTICE OF INTENT TO AWARD**

KLH Engineers, Inc. is submitting this Notice of Intent to Award to JWC Environmental, on behalf of the Clairton Municipal Authority (CMA) for JWC Quote No. 70213 (including all redline corrections on the attached). KLH will be recommending that the CMA Board award the perforated plate screen contract to JWC at CMA's July 20 Board meeting. In the meantime, we are giving you authorization to proceed with preparation of submittals.

We are looking forward to working with PumpMan and JWC on this project.

Sincerely,

KLH ENGINEERS, INC.



Joseph M. Gianvito, P.E.

**EXHIBIT A**



June 19, 2023

Mr. Joe Gianvito, P.E. -- KLH Engineers  
Mr. Ryan Potts, Clairton Municipal Authority

Joe and Ryan, PumpMan Pittsburgh is pleased to present the JWC Environmental Headworks Screening System for your review and consideration.

Along with the JWC equipment PumpMan Pittsburgh can provide Preventative Maintenance Programs suited to meet the needs of the Clairton Wastewater Treatment Plant. The details of a PMP can be worked out to accommodate whatever scheduling requirements meet your needs. PumpMan can provide contracts with Semi-Annual, Annual and Bi-Annual terms at competitive rates. PumpMan has the largest service fleet in the area with decades of experience servicing every type of equipment involved in wastewater and water treatment.

If you have any questions regarding this proposal, please contact Mike Perone your PumpMan Representative.

Best Regards,

Dan Nelson

Director of Sales  
PumpMan Pittsburgh

SUBMITTALS SHALL INCLUDE THE FOLLOWING (AT A MINIMUM):

- ① HEADLOSS CALCULATIONS DEMONSTRATING MINIMUM 12" FREEBOARD WITH 40% BUNDLING @ 20.18 MGD THROUGH ONE SCREEN
- ② MATERIALS OF CONSTRUCTION
- ③ DIMENSION DRAWINGS, INCLUDING SCREEN BROKEN DOWN INTO PIECES AS REQUIRED FOR LIFTING INTO BUILDING & CHANNEL INSTALL. WEIGHTS TO BE INCLUDED.
- ④ CONTROL PANEL DIMENSIONAL DRAWINGS & SCHEMATICS
- ⑤ MAIN LOAD LIST.
- ⑥ I/O LIST
- ⑦ CONTROL DESCRIPTION



JWC Environmental  
 2850 S. Red Hill Ave Suite 125  
 Santa Ana, CA 92705 USA  
 Fax: 714.242.0240

Page: 1

Please address Purchase Orders to:  
**JWC Environmental**  
 2850 S. Red Hill Ave Suite 125  
 Santa Ana, CA 92705 USA  
 Fax: 714.242.0240

To The Bidding Contractor

Rep PumpMan Pittsburgh  
 Phone 724-327-8979

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

*← MA IS TAX EXEMPT*

Project	Clairton, PA	Bid Date	
Quote Date	06/12/2023	FOB	Origin
Submittals	* 8 weeks after receipt of order	Expire Date	08/31/2023
Ship Equipment	* 16 weeks after approval/release	Terms	Net 30 Days
Consulting Engineer	None		
Spec. Section	None		

LINE ITEMS

Line No	Qty	Part/Description
1	2	<p><i>INCLUDE PIPING &amp; SOLENOID VALVE (FOR EACH SCREEN) FOR FUTURE HOT WATER CONNECTION</i></p> <p><b>Monster Band Screen</b> <i>DESIGN SHALL BE BASED ON 20.18 mgd &amp; CMA SOLIDS LOADING DATA</i></p> <p>MBS (Monster Band Screen) Fine Screen suitable for handling up to 20.18 mgd per channel in channels 60" wide (60" wide at screen) X 120" deep. Scope of supply to include:</p> <ul style="list-style-type: none"> <li>* Band screen with UHMWPE 2mm perforated panels, XPFC 230/460v/3ph/60Hz main motor (1750 rpm) and reducer, 8" pitch main chains, spray piping with nozzles, manual &amp; explosion-proof solenoid valves, totally enclosed head structure, screenings discharge to flume System, all splash and safety guards, assembly fasteners, 304 stainless steel general construction.</li> <li>* Radar level sensors</li> </ul>
2	2	<p><i>DESIGN SHALL BE BASED ON 20.18 mgd &amp; CMA SOLIDS LOADING DATA</i></p> <p><b>Monster Wash Press</b></p> <p>Two (2) MWP0018 Monster Wash Press System suitable for handling up to 206 ft<sup>3</sup>/hr of screenings material as delivered by an intermittent-feed, open-channel screenings extraction system. Scope of supply to include:</p> <ul style="list-style-type: none"> <li>* 304 stainless steel inlet hopper to connect with screen discharge sluiceway.</li> <li>* 304 stainless steel tank with 2mm perforated screen, 300 mm dia. alloy steel Paddle Spiral Rotor with nylon brush, stainless steel spray wash assembly with manual &amp; explosion-proof bronze solenoid valves, 2 qty. 4" NPT liquid drain connections,</li> <li>* 45 degree compaction elbow, tapered discharge tube with 45 degree elbow, transport tube to 90 degree drop box.</li> <li>* 123.3:1 right-angled speed reducer, 5 HP XPFC explosion-proof 460v/3ph/60Hz electric motor coated with green epoxy paint.</li> </ul>
3	2	<p><b>Main Controller</b></p> <p>PC2520 Controller suitable for controlling this system. Scope of supply to include:</p> <ul style="list-style-type: none"> <li>* Stainless steel enclosure (rated NEMA 4X) accepting 230v/3ph/60Hz or 460v/3ph/60Hz input power, including a magnetic motor starter for screen, grinder &amp; auger, jam-sensing current transformers for all motors, an Allen-Bradley CompactLogix PLC, and a Red Lion Graphite operator interface terminal.</li> </ul>
4	2	<p><b>Local Control Station</b></p> <p>PC10 local control station in a NEMA 7 rated enclosure with hand/off/auto switch, forward/off/reverse switch and e-stop push button to control both the screen and its associated compactor.</p>

*[Handwritten signature]*



JWC Environmental  
 2850 S. Red Hill Ave Suite 125  
 Santa Ana, CA 92705 USA  
 Fax: 714.242.0240

Quote #	70213	Page: 2
5	1 Lot - Operations and maintenance manuals - PDF COPIES	Two (2) HAND COPIES
6	1 Start-up assistance and training By factory trained personnel, not to exceed 4 days on 2 trips.	
7	1 Warranty 24 month standard factory warranty - START DATE FROM STARTUP, SUCCESSFUL COMPLETION OF PERFORMANCE TESTING & OWNER ACCEPTANCE	
8	1 Shipping & Handling	

Price \$657,385

**Clarification**

1. See attached standard JWC Terms and Conditions of Purchase. - AS ADVISED
2. Anchor bolts are to be provided by others and are to be appropriate to the physical conditions and equipment. - ANCHOR BOLTS SPECIFICATIONS SHALL BE BY JWC
3. The rubberized discharge chutes from el. 778.21 to the dumpster are not included.
4. The screens are too large to fit through the current size roof hatches. The hatches will need to be enlarged or the owner will need to find another way to bring the screen into the building. - SCREEN MUST BE ABLE TO BE DISASSEMBLED SUCH THAT IT CAN BE BROUGHT INTO BUILDING THROUGH 14' X 7' OPENING IN FLOOR

**Exclusions**

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.

PAYMENT TERMS

- \* ① \$657,385 x 0.3 = \$197,215.50 AFTER SUBMITTAL APPROVAL BY KWH
- \* ② \$657,385 x 0.6 = \$394,431.00 AFTER DELIVERY OF ALL EQUIPMENT & MATERIALS (ITEMS 1 - 5 ABOVE)
- ③ \$657,385 x 0.1 = \$65,738.50

\* JWC SHALL ACKNOWLEDGE THAT A 10% (\$65,738.50) PENALTY MAY BE ASSESSED BY THE OWNER IF THE 8 WEEK SUBMITTAL OR 16 WEEK DELIVERY DEADLINES ARE MISSED.

PERFORMANCE TESTING

- ① PEAK FLOW TESTING @ 20.18 MGD (GIVEN PROVIDED SOLIDS LOADING DATA) PER SCREEN
- ② DEMONSTRATED SCREENING CAPTURE RATIO, THROUGH FIELD TEST, OF AT LEAST 95%

# PO Order Form

Vendor	Clairton Municipal Authority
JWC Environmental	1 North State Street
2950 S. Red Hill Ave Suite 125	Clairton, PA 15025
Santa Ana, CA 92705	(412) 233-3245
	PO # 8292023

QTY.	Item	Price	Total Price
2	JWC Monster Band screen		
2	MONSTER WASH PRESS		
2	MAIN CONTROLLER		
2	LOCAL CONTROL STATION		
1	O&M MANUALS		
1	START-UP TRAINING		
1	WARRANTY		
	JWC Quote 70213		
	Payment terms:		
	① \$197,215.50 After submittal approval		
	② \$394,431 After delivery of equipment & materials		\$657,385
	③ \$65,738.50 After start-up, testing, owner acceptance		

\* No payment will be made until submittal approval by K.L.H. and JWC signing of CMA Agreement.

  
 Ordered By

8-29-2023

Date

*KLH*

## **FINAL SETTLEMENT, MUTUAL RELEASE AND PERFORMANCE AGREEMENT**

This Final Settlement, Mutual Release and Performance Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2023 (the "Effective Date"), by and between (a) Clairton Municipal Authority, of 1 North State Street, Clairton, PA 15025 ("Clairton"), (b) Duperon Corporation, of 1200 Leon Scott, Saginaw, MI 48601 ("Duperon"), (c) Wayne Crouse, Inc. ("Crouse") of 3370 Stafford Street, Pittsburgh, PA 15204, and (d) Bronder Technical Services ("Bronder"), of 990 West Old Route 422, Prospect, PA 16052. Collectively, Clairton, Duperon, Crouse and Bronder shall be referred to as the "Parties."

### **BACKGROUND**

WHEREAS, Duperon has provided equipment, labor, and materials to Clairton with respect to the 263 Clairton WWTP Phase 1 Improvement project as identified by P.O. No. 17901-263, Duperon Ref # W3302, and related documents (the "Project"); and

WHEREAS, the equipment and materials provided by Duperon for the Project have failed to meet specifications of 20 mgd of flow for each screen, and in order to complete the Project, the Parties wish to replace Duperon's equipment and materials with replacement equipment and materials at Clairton's choosing, and

WHEREAS, Clairton solicited competitive bids for the Project, and Mascaro Construction Company, L.P. was selected after submitting the lowest responsible bid; and

WHEREAS, in order to complete the Project Duperon has agreed to fund certain equipment, materials, labor and services necessary to replace the equipment and materials Duperon provided for the Project pursuant to the Project's scope of work (the "Replacement Work"), and

WHEREAS, Duperon did not participate in the selection of the equipment or design of the Replacement Work by Clairton, and does not accept liability for the equipment, materials, labor, services, quality or performance of that equipment or the Replacement Work. As described below Clairton has selected equipment provider JWC Environmental ("JWC"), along with contractors Crouse and Bronder (collectively, with JWC, the "Contractors"), and Duperon will reimburse Clairton for the purchase of the equipment and all additional services and work necessary to complete the Replacement Work. Duperon does not accept responsibility for costs to upgrade the originally sold scope of supply, and Duperon acknowledges and agrees that as described herein the Replacement Work, the JWC equipment, and the scope of work delegated to each of the Contractors are necessary to complete the Replacement Work and do not constitute an upgrade above the originally sold scope of supply, and

WHEREAS, Clairton and Duperon have executed an Equipment Removal Agreement, which is incorporated herein by reference, and Duperon subsequently removed the Project equipment and materials installed by Duperon, and

WHEREAS, Duperon and Clairton have agreed Duperon will place settlement funds into an escrow account administered by a third party agent to fund the labor, services, materials and equipment to complete and replace the Project, as provided by JWC, Crouse and Bronder.

Duperon agrees Clairton may also use the funds in the escrow account for reimbursement of legal and engineering costs incurred by Clairton for the Replacement Work. Duperon has agreed to replenish the escrow account as needed to fully fund the associated costs pursuant to the terms herein, and

WHEREAS, As described in more detail below, Clairton and Crouse agree to release Duperon from any claims related to Duperon's equipment or performance in the Project upon final completion of the Replacement Work, Duperon's payment of all necessary costs via deposit into an escrow account as described in this Agreement, and start up of the Replacement Work by Clairton, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, incorporating the above recitals, and intending to be legally bound hereby, the Parties hereby agree as follows:

### AGREEMENT

1. Incorporation. The recital paragraphs above are agreed to by the parties and incorporated as if set forth herein.

2. The Parties acknowledge that Duperon has completely removed the Duperon equipment, system, and tools from the Project.

3. Clairton has identified JWC as the provider for replacement equipment and materials for the Project, along with associated labor and services according to the terms attached as **Exhibit A**, which constitutes the scope of work delegated to JWC. All costs of work by Wayne Crouse, Inc. and Bronder Technical Services (along with any other necessary contractors) associated with troubleshooting problems related to equipment start-up and installation shall not be the responsibility of Duperon. Duperon did not participate in the selection of the equipment or design of the Replacement Work, is not taking ownership of the equipment, and does not accept liability or warrant the equipment, materials, labor, services, quality or performance of that equipment or the Replacement Work. Duperon does not accept responsibility for costs to modify or upgrade the originally sold scope of supply. Duperon acknowledges and agrees that as described herein the Replacement Work, the JWC equipment, and the scope of work delegated to each of the Contractors are necessary to complete the Replacement Work and do not constitute an upgrade above the originally sold scope of supply.

4. Duperon, Clairton and Wayne Crouse, Inc. ("Crouse") agree the scope of work delegated to Crouse is to provide installation of all equipment supplied by JWC and supply and installation of all materials and equipment required for installation of the JWC-supplied equipment and equipment start up. Wayne Crouse shall provide an 18-month maintenance bond for all material and equipment provided by Wayne Crouse and all work completed by Wayne Crouse. Crouse agrees its labor and services will comply with the bidding specifications for the Project; and

5. Duperon, Clairton and Bronder Technical Services ("Bronder") agree the scope of work delegated to Bronder is to provide supply and installation of all conduit, wire, power

distribution equipment, control equipment, and ancillary electrical components required to power, control, and remotely monitor the equipment supplied by JWC and Crouse and equipment start up. Bronder shall provide an 18-month maintenance bond for all material and equipment provided by Bronder and all work completed by Bronder. Bronder agrees its labor and services will match or exceed the bidding specifications for the Project; and

6. The parties agree Duperon shall be a third-party beneficiary of any agreement between Clairton, Crouse, and/or Bronder for provision of equipment, materials, labor and/or services to replace the Project, and Duperon shall be entitled to enforce any such agreement as if Duperon were a party to that agreement. For the avoidance of doubt, this paragraph shall not limit or restrict any party to this Agreement from enforcing this Agreement against any other party, and

7. Project Payments. On or before October 6, 2023 Duperon will deposit \$592,000.00 (the "Initial Deposit") into an escrow account administered by a third-party agent (the "Escrow Account"). Subsequent to October 6, 2023, Clairton shall submit to Duperon all Contractor documents, including but not limited to monthly project funding reports, estimates, purchase orders, or proposals which shall include cost estimates of anticipated work, contractor invoices, work orders, receipts of payments made by Clairton, inspector field notes, documents, and photos of all work performed and/or any other evidence sufficient to notify Duperon, or reasonably requested by Duperon, of monthly costs incurred or anticipated by Clairton, related to the Replacement Work.

Within fourteen (14) days of receiving each monthly project funding report requesting payment, Duperon shall deposit into the Escrow Account the full amount specified in each monthly project funding report requesting payment (each such deposit, a "Monthly Deposit"). In the event Duperon fails to make the Initial Deposit or any Monthly Deposit within the deadline established in this Section 7, Clairton shall be entitled to consequential damages from Duperon in the amount of any actual costs incurred by Clairton due to the delay, and Duperon shall indemnify Clairton against claims arising from or relating to Clairton's failure to make timely payments to contractors. Any such liquidated damages shall be in addition to Duperon's obligation to submit to Clairton the deposit amount at issue or any other amounts due pursuant to the terms herein. Clairton will be authorized to withdraw from the Escrow Account amounts necessary to pay JWC, Crouse and Bronder for the Replacement Work pursuant to scope of work delegated to such contractors under this Agreement and for Project expenses of any other contractors necessary to complete the Replacement Work (Duperon shall be entitled to prior notice by Clairton of the use, reasons, and scope of work of any other unnamed contractors in this Agreement). The parties agree Clairton shall be authorized to withdraw amounts from the Escrow Account for reimbursement of legal and engineering costs associated with the Replacement Work, including but not limited to costs of work by Clairton's Solicitor, Tucker Arensberg, P.C. and Clairton's Engineer, K.L.H. Engineers, Inc.

Within thirty (30) days of Duperon's receipt of each monthly project funding report and all documents (including inspector field notes, documents, and photos of all work performed) from Clairton, Duperon is entitled to review and object in writing to any portion of any such report, expense, or cost to the extent the expense or costs identified therein do not relate to the Replacement Work as described herein, do not come within the scope of work delegated to JWC, Crouse or Bronder, or any other contractor as described herein, or do not reflect legal or

engineering costs related to the Replacement Work, or are un-reimbursable costs under this Agreement. To the extent Clairton expressly agrees in writing to any such objection by Duperon, the costs reflected by such agreed-upon objection shall be either deducted from a future monthly project funding report or refunded directly to Duperon, at Clairton's election. To the extent Clairton disputes any such objection by Duperon, the dispute shall be submitted to binding arbitration in accordance with Section 15 of this Agreement, and Duperon shall receive a deduction from a future monthly project funding report for costs reflected by such objection. In the event there are any remaining funds in the escrow account after final completion of the Replacement Work, Duperon's payment of all necessary costs via deposit into an escrow account as described in this Agreement, and start-up of the Replacement Work by Clairton, the remaining funds shall be distributed to Duperon.

8. The Parties acknowledge and agree that each Party is solely responsible for paying its own attorneys' fees and costs they incurred in the negotiation of this Agreement.

9. Mutual Release. Except with regard to the obligations under this Agreement, upon final completion of the Replacement Work, Duperon's payment of all necessary costs via deposit into an escrow account as described in this Agreement, and start-up of the Replacement Work by Clairton, Clairton and Wayne Crouse, Inc, each on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge Duperon, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which Clairton or Wayne Crouse, Inc. has, or may have had, against Duperon, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Project or the Replacement Work. This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Project or the Replacement Work against Duperon.

Except with regard to the obligations under this Agreement, Duperon, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and

successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge Clairton and Wayne Crouse, Inc., together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which Duperon has, or may have had, against Clairton or Wayne Crouse, Inc., whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Project or the Replacement Work. This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Project or the Replacement Work against Clairton or Wayne Crouse, Inc.

Duperon, Clairton, and Wayne Crouse, Inc, as broadly described in the above release, acknowledge that (a) the consideration set forth in this Agreement is in full settlement of all claims or losses as broadly described in the above release, including by reason of the Project or Replacement Work and (b) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other party, as broadly described in the above release, for any acts or omissions, including, without limitation, the Project or Replacement Work.

10. No Outstanding or Known Future Claims/Causes of Action. The Parties each affirm that they have not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release.

11. No Admission of Liability. Nothing in this Agreement shall be construed or represented by either Party to be an admission of liability or wrongdoing by any Party. Any and all allegations of liability or wrongdoing are expressly denied by each Party.

12. Covenant of Further Assurances. The Parties covenant, each with the other, that each Party shall, at any time and at all times hereafter, upon reasonable request, make, do, execute and/or deliver all such other and further reasonable assurances, acts, deeds, documentation and things as in the opinion of competent counsel may be necessary or proper to effectuate the intentions of the Parties and complete this transaction.

13. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.

14. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. Except for the Equipment Removal Agreement, this Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.

15. Enforcement. The Parties agree that if a Party seeks relief against another party for any breach of this Agreement, then the prevailing party in that legal action will be entitled to judgment for the costs and attorneys' fees incurred by the prevailing party. The Parties agree to submit any disputes relating to this Agreement, including, without limitation, objections to monthly project funding reports, to the jurisdiction of a binding arbitrator to be agreed upon by the parties, and such agreement shall not be unreasonably withheld. The cost of the arbitrator shall initially be borne equally by each party, but all costs and attorney's fees relating to the enforcement of this Agreement will be subject to the prevailing party language of this section.

16. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

17. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

19. Time is of the Essence. Time is of the essence with regard to all obligations within this Agreement, and therefore the failure of any party to timely perform its obligations is a material breach of this Agreement entitling any other affected party or parties to be awarded appropriate remedies for breach of contract.

**WHEREFORE**, intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

CLAIRTON MUNICIPAL AUTHORITY:

\_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

DUPERON CORPORATION:

\_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

WAYNE CROUSE, INC.:

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

Dated: \_\_\_\_\_, 2023

BRONDER TECHNICAL SERVICES:

\_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

# Dane Stegman

## MAINTENANCE TECHNICIAN

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(412) 596-2694

dstegman4@hotmail.com

Greenock, PA 15047

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*Hardworking, dedicated worker with background in industrial maintenance, electrical, plumbing, and computers. Experienced in performing preventative maintenance task on all types of equipment, as well as documentation. Skilled in troubleshooting and diagnosing mechanical and electrical systems to identify and resolve issues. Highly organized and detail oriented. Willing to train and learn in all fields for future positions.*

## EXPERIENCE

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### MAINTENANCE TECHNICIAN

**Lowber, PENNSYLVANIA**

Basic Carbide Corporation

*August 2007 - Present*

- Inspected, tested and adjusted electrical systems, motors, relays and switches.
- Disassembled machines when required; cleaned parts before reassembling them.
- Repaired electrical work and installed light fixtures.
- Utilized hand tools, power tools and precision measuring instruments during repair work.
- Executed troubleshooting and repaired malfunctions in mechanical and electrical systems.
- Completed plumbing repairs and replaced plumbing fixtures.

### AUTO DETAILER

**Belle Vernon, PENNSYLVANIA**

C. Harper Ford

*June 2009 - February 2010*

- Cleaned and polished vehicle interiors using vacuums, steam cleaners, brushes, and other cleaning supplies.
- Made sure all service areas were properly stocked with necessary supplies.
- Applied waxes and polishes to protect the vehicle's surfaces from the elements.
- Washed vehicle exteriors with soapy water or specialized cleaners to remove dirt and grime.
- Maintained an organized work area to ensure safety standards were met.

## EDUCATION

---

### HIGH SCHOOL DIPLOMA

*Jun 2009*

Elizabeth Forward Senior High School, **Elizabeth, Pennsylvania**

### HOMELAND SECURITY

Community College of Allegheny County, **Monroeville, PA**

## SKILLS

---

- Plumbing
- Machine Maintenance and Repair
- Power and Hand Tool Use
- Wiring Installation and Repair of three phase equipment

- Equipment Rigging and Material Handling
- Welding
- Computer skills
- Predictive and Preventive Maintenance
- Lock Out Tag Out
- Use of Automated Computer System for Equipment Use

## VOLUNTEER EXPERIENCE

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### LIEUTENANT

**Elizabeth, PENNSYLVANIA**

Elizabeth Township Fire Department

*October 2004 - Present*

- Directed rescue operations at accident scenes by providing instruction on scene management techniques.
- Conducted regular inspections of equipment to ensure proper functioning prior to use in emergencies.
- Created and maintained incident reports and records of daily operations while adhering to departmental standards.
- Responded to emergency calls for assistance as needed within an appropriate time frame.
- Maintained knowledge of current trends in the field of emergency medical services through continuing education courses.

Quote Id: 29648663

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Prepared For:  
**CLAIRTON MUNICIPAL AUTHORITY**



**JOHN DEERE**



Prepared By: **GRIMES CHRISTOPHER**

Groff Tractor & Equipment  
179 Perry Highway  
Harmony, PA 16037

Tel: 724-776-3636

Mobile Phone: 724-321-2641

Fax: 724-452-6100

Email: [christophergrimes@grofftractor.com](mailto:christophergrimes@grofftractor.com)

**Quote Summary**

**Prepared For:**  
 CLAIRTON MUNICIPAL AUTHORITY  
 1 N STATE ST  
 CLAIRTON, PA 15025  
 Business: 412-233-3246

**Prepared By:**  
 GRIMES CHRISTOPHER  
 Groff Tractor & Equipment  
 179 Perry Highway  
 Harmony, PA 16037  
 Phone: 724-776-3636  
 Mobile: 724-321-2641  
 christophergrimes@grofftractor.com

**Quote Id:** 29648663  
**Created On:** 20 September 2023  
**Last Modified On:** 15 October 2023  
**Expiration Date:** 24 November 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 320 P-Tier Backhoe Loader	\$ 230,276.00	\$ 146,000.00 X	1 =	\$ 146,000.00
John Deere Extended Warranty-84m / 4000h - comp - full machine		\$ 0.00 X	1 =	\$ 0.00

**Equipment Total** **\$ 146,000.00**

Trade In Summary	Qty	Each	Extended
CASECO 580SN - JJGN58SNCCC564391	1	\$ 41,000.00	\$ 41,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 41,000.00

**Trade In Total** **\$ 41,000.00**

Quote Summary	
Equipment Total	\$ 146,000.00
Trade In	\$ (41,000.00)
SubTotal	\$ 105,000.00
Total	\$ 105,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 105,000.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29648663

**Customer:** CLAIRTON MUNICIPAL AUTHORITY

## JOHN DEERE 320 P-Tier Backhoe Loader

<b>Equipment Notes:</b>	Proposed on PA COSTARS Contract: Contract # 4400019935 - Heavy Equipment GROFF Tractor as Listed Dealer <b>PURCHASE PRICE IF ORDERED AFTER JAN - \$129,100.00 APPROX</b> <b>PURCHASE NOW W/ JAN DELIVERY APPROX - 117,750.00</b> <b>TRADE-IN CALCULATED IN THIS QUOTE</b>	<b>Suggested List</b> \$ 230,276.00 <b>Selling Price</b> \$ 146,000.00
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**Hours:**
**Stock Number:**

Code	Description	Qty	Unit	Extended
17C0T	320 P-tier Backhoe Loader	1	\$ 165,753.00	\$ 165,753.00
<b>Standard Options - Per Unit</b>				
183E	JDLINK™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
1003	Cab	1	\$ 13,905.00	\$ 13,905.00
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 0.00	\$ 0.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$ 0.00	\$ 0.00
5255	Galaxy 550 Radial - 500/70R24 Rear & 340/80R18 Front	1	\$ 3,256.00	\$ 3,256.00
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	1	\$ 482.00	\$ 482.00
6576	1000 lb. (454 kg.) Front Counterweight	1	\$ 1,443.00	\$ 1,443.00
6754	Heavy Lift - Extendible Dipperstick	1	\$ 12,542.00	\$ 12,542.00
7001	Auxiliary Hydraulics with One Way Flow (Hammer)	1	\$ 3,311.00	\$ 3,311.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,724.00	\$ 2,724.00
7037	Two-Function Loader Hydraulics, Single Lever	1	\$ 0.00	\$ 0.00
7702	Deere Standard Quick Coupler - Less Thumb	1	\$ 1,615.00	\$ 1,615.00
7808	24 in. (611 mm.) Severe-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1	\$ 3,103.00	\$ 3,103.00
7859	92 in. (2.35 m.) General Purpose Bucket, 1.39 cu. yd. (1.06 cu. m.)	1	\$ 5,484.00	\$ 5,484.00
8062	Backhoe Boom Protection Plate	1	\$ 632.00	\$ 632.00
8075	Diagnostic Oil Sampling Ports	1	\$ 217.00	\$ 217.00

# Selling Equipment

**Quote Id:** 29648663

**Customer:** CLAIRTON MUNICIPAL AUTHORITY

8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$ 177.00	\$ 177.00
8109	Sun Visor	1	\$ 100.00	\$ 100.00
8115	MFWD Driveshaft Guard	1	\$ 449.00	\$ 449.00
8126	Heavy-Duty Grille Frame	1	\$ 583.00	\$ 583.00
8131	Heavy-Duty Stabilizer Pads	1	\$ 485.00	\$ 485.00
8142	LED Light Package	1	\$ 1,106.00	\$ 1,106.00
8182	Radio, Bosch Basic Package	1	\$ 917.00	\$ 917.00
8208	Seat, Cloth Air-Suspension - Heated	1	\$ 1,044.00	\$ 1,044.00
8226	Strobe Light with Magnetic Mount	1	\$ 617.00	\$ 617.00
<b>Standard Options Total</b>				<b>\$ 54,192.00</b>
<b>Dealer Attachments</b>				
AT434236	Rubber Bumper for Grille Frame	1	\$ 236.00	\$ 236.00
AT187707	License Plate Bracket and Light	1	\$ 233.00	\$ 233.00
AT313589	Beacon/Strobe Ready Wiring Kit	1	\$ 35.00	\$ 35.00
AT437338	12 in (309 mm) Heavy Duty Bucket, 3.1 cu. ft. (0.09 cu. m.)	1	\$ 1,551.00	\$ 1,551.00
AT437702	24 in (611 mm) Severe Duty Bucket, 8.1 cu. ft. (0.23 cu. m.)	1	\$ 2,740.00	\$ 2,740.00
<b>Dealer Attachments Total</b>				<b>\$ 4,795.00</b>
<b>Service Agreements</b>				
	John Deere Extended Warranty - 84m / 4000h - comp - full machine	1	\$ 0.00	\$ 0.00
<b>Service Agreements Total</b>				<b>\$ 0.00</b>
<b>Suggested Price</b>				<b>\$ 230,276.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -84,276.00</b>	<b>\$ -84,276.00</b>
<b>Total Selling Price</b>				<b>\$ 146,000.00</b>

## Extended Warranty Proposal

<b>JOHN DEERE 320 P-Tier Backhoe Loader</b>			
Date : October 15, 2023			
<b>Machine/Use Information</b>		<b>Plan Description</b>	<b>Price</b>
Manufacturer	JOHN DEERE	Application	Deductible
Equipment Type	320 P-TIER BACKHOE LOADER	Coverage	List \$ 0.00
Model	320 P-TIER BACKHOE LOADER	Total Months	
Country	US	Total Hours	
<small>Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.</small>			

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

### What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

### What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

### Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



ENGINEERS, INC

5173 Campbells Run Rd. Pittsburgh, Pa. 15205 | (412) 494-0510

Clairton Municipal Authority  
2 N. State St.  
Clairton, PA 15025

Attn: Ryan Potts

SENT VIA ELECTRONIC MAIL

October 16th, 2023

**Write Up & Proposal: Clairton Municipal Authority WWTP SCADA Recovery and Enhancements**

Mr. Potts,

**General Information**

There are currently two individual SCADA PCs that run the Wastewater Treatment Plant control system. These are identical PCs with the SCADA HMI Interface. SCADA PC1 also serves as the WIN-911 and XL Reporter server. The WIN-911 software is for alarm notification to personnel when there is any problem with the system. There is also a WatchGuard Firewall that will protect the system from outside threats, but also allow secure remote access to the system.

Recently, SCADA PC1 failed and KLH Engineers could not recover this PC. KLH took actions to move the WIN911 software to SCADA PC2, but this is a temporary solution and the Demo license is only good for 30 Days. WIN-911 has been out of support for numerous years and will need restored to permanently recover this system and there are also licensing fees associated with this. The same situation for the XL Reporter software in that it will need recovered and restored to support. Also, after further evaluation of the system, both SCADA PCs and appliances are about 8 years old from installation from the prior systems integrator. The firewall is also out of date and will need upgraded. There are more secure methods to remote access that maintain current cyber secure policies and are updated automatically with no manual maintenance.

The items below are not only required to restore this system currently, but also needed to get the system up to modern standards of security and compliance. This will also enhance the system prior to the site wide new membrane upgrades.

Lastly, there is another budgetary option below that would take the system from a (2) Stand Alone SCADA HMI system to a fully redundant distributed system. This is the high end of SCADA systems and much like several other facilities that KLH maintains. This comes with full virtual backup servers and all appliances to ensure redundancy in the event of a failure. This will take time to roll this out, but it is the best option for future operations of the SCADA system, considering the upcoming construction project and SCADA additions associated with this. This is not required for any of the upgrades, but again, it is a more reliable option for future operations. If the Authority is interested in this, KLH can provide more information as required.

## Hardware & Software Requirements

- (2) SCADA PCs
  - High End Dell Precision Workstations
    - Windows 11 Professional
    - Raid 1 Configuration with (2) 1 TB mirrored hard drives
    - MS Office Professional, latest version
    - (3) Year pro support warranty
    - Wireless Mouse and Keyboard combos
  - TosiBox Firewall, VPN Router combination
    - This device replaces the existing firewall and is sole-sourced by KLH. It also requires a lease and contract as shown below in costing. This will maintain today's security requirements and meets the cyber secure requirements in water wastewater market. Please see link below for more information.
    - Requires a lease from KLH Engineers
    - User keys are required for secure access. The number of user keys can be adjusted as required and each comes with a monthly subscription cost. For the purposes of this quote, provisioned for (2) Laptop/PC Users and (5) Mobile/Tablet users.
    - Please see attached brochure on TosiBox
    - <https://campaign.tosibox.com/cybersecurity-otnetworking-klh>
- WIN-911 Alarm Notificaiton
  - Return current license into support to allow version upgrades to current version required for new Windows OS. Cost is ≈ \$2,500 from about 6 years out of support.
  - Replace the obsolete TAPI Modem with a Grandstream modem.
  - To maintain yearly support from WIN-911 is ≈ \$800/year
- XL Reporter Software
  - Return current license into support to allow restoration on the new PC with new Windows OS. Cost is ≈ \$1,800 for recover from about 6 years out of support.
  - To maintain yearly support from XL Reporter is ≈ \$700/year
- Rockwell Autoamtion Software (SCADA HMI software)
  - Return current licenses into support.
  - Upgrade project to latest version
  - Transfer all licensing from previous integrator as required

## Engineering Labor

- New SCADA PCs
  - Procurement
  - Initial configurations and provisioning
  - Loading all software and licensing provisions
  - Deployment on site
  - Verification of all system functionality
  - Return visits as required for additional debugging
- Upgrade all software and projects to most latest versions
- Provisioning and installation of new TosiBox firewall, VPN router
- Training

Clairton Municipal Authority (CMA)  
SCADA Recovery and Enhancements:

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**LUMP SUM PRICE**

- Equipment, Licensing, and Labor per above      \$24,600.00
  
  - TosiBox Access and protection      \$60/Month for 3 years
    - (1) TosiBox TBL670
    - (2) Laptop/PC User Keys
    - (5) Phone/Tablet User Keys
  - 3 Year Total      \$2,160.00
- 
- 

OPTIONAL Budgetary for Redundant Distributed SCADA      ≈ \$90,000 - \$110,000

- (2) High End Dell Servers – Virtual Environment
- Server Rack with Backup UPS and misc appliances as required
- Network upgrades
- Conversion of SCADA PCs to SCADA Clients
- Rockwell Server Software with Unlimited Displays and 5 Pack of Client licenses.
- Redundant Win911 and XL Reporter
- Engineering and labor to provision and deploy.

We want to thank you for the opportunity to provide you with this proposal. Should you have any questions, comments, and/or concerns, please feel free to reach out to me directly. KLH will be more than willing to present this system in a question and answers environment.

Respectfully,

**Shawn Wenger**

KLH Engineers, Inc.

Office: 412-494-0510 x104 | Mobile: 412-496-5887



## **CLAIRTON MUNICIPAL AUTHORITY**

### **Consulting Engineer's Report**

**October 19, 2023**

#### **ACTIVE ITEMS**

##### ***Phase II Upgrade Project***

Construction meeting was held on October 10, 2023. Upstream Committee meeting was canceled.

Wayne Crouse submitted their Pay Application No. 16, in the amount of \$633,712.09 for payment. This pay application includes aeration tank concrete work, piping installation, and MBR equipment procurement. KLH has reviewed, and we recommend Board approval for submission to PENNVEST for payment.

Bronder submitted their Pay Application No. 13, in the amount of \$172,800. This pay application includes conduit/wire procurement and installation and equipment procurement. KLH has reviewed, and we recommend Board approval for submission to PENNVEST.

KLH submitted the building permit application to the City of Clairton on August 25, 2022. As previously discussed, Mr. Hannon found a copy of an agreement between the City of Clairton and the Authority indicating that the Authority does not have to pay Building Permit fees. KLH sent this agreement to the City along with a request for confirmation that the City would like the Building Permit application to be submitted. KLH reiterated that our opinion is that a building permit is not required for this project since no new buildings are being constructed, and the work within the existing buildings is related to wastewater treatment process, which is not governed by building code. The City Manager acknowledged the agreement. No comments have been received yet.

##### **Duperon Perforated Plate Screen Replacement**

Duperon is no longer confident that they can make their perforated plate screens meet our design specification in time for Phase 2 startup. As previously discussed, they are committed to the project and therefore they are willing to cover the cost of replacing their screens with another manufacturer.

Proposals were received from Huber and JWC for two new screens, two washer compactors, two control panels, and all associated instrumentation. Huber's price is \$668,410. JWC's price is 657,385. Both prices include a 2-year warranty. JWC committed to having the screens produced and shipped to the site within approximately six months. Huber was unwilling to provide a lead-time estimate without a contract in place.

CMA toured two plants with JWC screens and spoke with operators from two other plants who have been operating JWC 2-mm band screens with MBR processes downstream. All references were favorable. CMA's preference and selection is JWC. KLH supports this selection. JWC's price is lower, the references were positive, and service/support should be better than Huber's given the capabilities of their local sales rep (Pumpman) and their support staff in the U.S. (Huber has only two technicians in the region).

In the interest of time and at the direction of CMA, KLH issued Notice of Intent to Award to JWC on June 23, 2023. Given this notice, JWC is proceeding with submittal preparation. KLH recommended and the Board officially accepted JWC's proposal at the July 20 meeting, given KLH's redline additions/corrections.

**KLH reviewed and approved shop drawings provided by JWC. KLH provided JWC shop drawings and effluent water rerouting schematic to Wayne Crouse to obtain an estimate for the mechanical installation. KLH provided electrical design drawings to Bronder for their estimate.**

#### **CDBG Year 47**

The bid opening for CDBG Year 47 was held on February 17, 2022. The lowest bidder was Jet Jack Inc. with a bid price of \$186,642.00. The contract was awarded to Jet Jack. Jet Jack is proceeding with contract work. All sewer replacement including road and sidewalk restoration has been completed. Lining work has not been completed yet.

Two sewer point repairs, requiring excavation, are required prior to completion of lining work. Jet Jack provided a cost of \$31,950. It is KLH's opinion that this is a fair and reasonable price. Change Order No. 2 was provided for Board review and approval.

We will need to process a change order for approximately \$5,000 for sidewalk restoration. A Columbia Gas gas line was installed through the existing manhole. The manhole will be relocated into City sidewalk to address this issue. Change Order No 1 was provided for Board review and approval. Columbia Gas has agreed to reimburse the Authority for this cost. KLH will submit the Jet Jack pay application to Columbia Gas for CMA reimbursement after received and paid by CMA. Jet Jack has not submitted this pay application yet.

Final pavement restoration will be completed in Spring 2023. A contract extension has been granted by the COG to complete all contract work by May 31, 2023.

Sewer point repairs, associated with Change Order No. 2 (along 10<sup>th</sup> Street and 3<sup>rd</sup> Street) were completed. Sewer lining was completed. Jet Jack provided post construction CCTV for KLH review. Two defects were identified, lack of appropriate grout seal at lateral connections. **KLH informed Jet Jack of these issues for correction, and the regrouting has been completed. Jet Jack now needs to complete post construction CCTV for KLH to review.**

#### **CDBG Year 48**

Application was submitted for a sewer rehabilitation project. Total project cost estimate was \$160,507. Grant funding was awarded in the amount of \$104,329.64. KLH completed easement exhibits, drawings, and specifications for bid. E&S Plans were sent to the Allegheny County

Conservation District for review, and KLH addressed their comments. Bid documents were submitted to the COG on March 2, 2023. The COG advertised the project with a bid opening date of May 11, 2023. KLH attended the bid opening. There were no bids received. The project was rebid by Steel Rivers COG and the bid opening was held on July 10, 2023. KLH attended the bid opening. There were three bidders:

1. Jet Jack = \$155,325.00
2. Plavchak = \$198,669.50
3. State Pipe = \$243,727.00

CMA authorized award to Jet Jack at the August 17 Board meeting. **The COG awarded the contract to Jet Jack at their September 7 meeting and contract documents are being prepared.**

#### **CDBG Year 49**

Application was submitted for a sewer rehabilitation project on September 1, 2022. Project cost estimate is \$390,003.49 (CDBG share = \$228,683.88, CMA share = \$161,319.61).

#### **CDBG Year 50**

Application was submitted for a sewer rehabilitation project on September 7, 2023. Project cost estimate is \$396,327 (CDBG share = \$232,420, CMA share = \$163,907).

#### **Capital Requisition**

**Requisition 389-B in the amount of \$20,987.25 is presented for Board approval. This requisition includes invoices from KLH for construction administration, construction inspection, and Phase II Oversight Committee for September.**

#### **2022 PA Small Water and Sewer Grant Application**

KLH is proceeding with 2022 PA Small Water and Sewer Grant Application for Golden Gate Phase 2 Sanitary Sewer Overflow Project. This is a PA DEP Long Term Control Plan required project. Application is due December 21, 2022. Project cost is estimated at approximately \$500,000. A 15% Authority match is required. KLH submitted this grant application on December 5, 2022.

#### **Septage Receiving Station Construction Cost Estimate**

KLH prepared a construction cost estimate for a septage receiving station in the amount of \$900,000. This receiving station will allow receipt of hauled in septage (excluding grease, sludge, and industrial waste) by providing efficient solids screening and discharge rate control. The intent is to complete design and permitting so that the project can be bid ready. A bid ready project will be more likely to receive grant funding. **Preliminary design has been completed, the Part II Permit Application was submitted to DEP, and we are finalizing design.**

#### **Evaluation of USS Contaminated Groundwater Treatment**

KLH completed preliminary mass balance and headworks loading analysis and recommended that additional sampling and analysis be completed. Sampling costs will be covered by USS. **USS and**

CMA completed collection of additional samples. KLH received the additional lab results and completed analysis of the loadings. There is no apparent issue with CMA accepting the groundwater given the current contaminant loadings and regulatory standards. It is recommended that USS's pretreatment plant remain in operation and that CMA only accept treated effluent, not raw groundwater.

**2023 State-Wide LSA Grant Application**

Applications for the 2023 State-Wide LSA Grant Program are being accepted from September 1 through November 30, 2023. Grants will be awarded up to \$1M and no match is required. **KLH is working on a grant application for the septage receiving station. The estimated cost for this project is \$868,000. Resolution No. 10192023 is provided for Board review and adoption as required for the grant application.**

**PPC Plan**

KLH prepared the Draft Preparedness, Prevention and Contingency (PPC) Plan and provided it to CMA for review. This plan will be submitted to DEP after CMA review.

Respectfully Submitted,



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Joseph M. Gianvito, P.E.

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 479-16

To Owner: Clairton Municipal Authority  
1 North State Street  
Clairton, PA 15025

Project: 479- Clairton Wastewater Upgrades  
Phase 2

Application No.: 16

Period To: 9/30/2023

Project Nos: 2019-01

Contract Date:

Distribution to:  
 Owner  
 Architect  
 Contractor

From Contractor: Wayne Crouse, Inc.  
3370 Stafford Street  
Pittsburgh, PA 15204

Via Architect: KLH Engineers

Contract For: Clairton WWTP Upgrades Phase 2

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. Original Contract Sum ..... \$28,494,000.00
- 2. Net Change By Change Order ..... \$182,870.00
- 3. Contract Sum To Date ..... \$28,676,870.00
- 4. Total Completed and Stored To Date ..... \$16,131,316.15
- 5. Retainage:
  - a. 10.00% of Completed Work ..... \$1,613,131.65
  - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$1,613,131.65
- 6. Total Earned Less Retainage ..... \$14,518,184.50
- 7. Less Previous Certificates For Payments ..... \$13,884,472.41
- 8. Current Payment Due ..... \$633,712.09
- 9. Balance To Finish, Plus Retainage ..... \$14,158,685.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Wayne Crouse, Inc.

By: Anthony Marino Date: 9/26/2023

Anthony Marino, Treasurer

State of: Pennsylvania County of: Allegheny

Subscribed and sworn to before me this 26th day of September 2023

Notary Public: Lynne K. Baran

My Commission expires: June 20, 2025

Lynne K. Baran  
Commonwealth of Pennsylvania - Notary Seal  
Lynne K. Baran, Notary Public  
Allegheny County

My commission expires June 20, 2025  
Commission number 1006429

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the information and data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$633,712.09

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$182,870.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$182,870.00</b>	<b>\$0.00</b>
Net Changes By Change Order	<b>\$182,870.00</b>	

ARCHITECT: [Signature] Date: 10-04-2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 16

Application Date: 09/26/23

To: 09/30/23

Architect's Project No.: 2019-01

Invoice #: 479-16 Contract: 479- Clairton Wastewater Upgrades Phase 2

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Completed This Period In Place					
5	Mobilization - WCI	330,000.00	330,000.00	0.00	0.00	0.00	330,000.00	0.00	33,000.00
10	Mobilization - Palioita	183,750.00	183,750.00	0.00	0.00	0.00	183,750.00	0.00	18,375.00
15	Bond	183,175.00	183,175.00	0.00	0.00	0.00	183,175.00	0.00	18,317.50
20	Insurance	39,270.00	39,270.00	0.00	0.00	0.00	39,270.00	0.00	3,927.00
25	Field Offices	75,000.00	36,750.00	1,500.00	1,500.00	0.00	38,250.00	36,750.00	3,825.00
30	Supervision	300,000.00	153,000.00	9,000.00	9,000.00	0.00	162,000.00	138,000.00	16,200.00
35	Scheduling	20,000.00	7,000.00	1,000.00	1,000.00	0.00	8,000.00	12,000.00	800.00
40	Photos	21,800.00	10,900.00	0.00	0.00	0.00	10,900.00	10,900.00	1,090.00
45	Temporary Toilets	15,600.00	4,680.00	312.00	312.00	0.00	4,992.00	10,608.00	499.20
50	Storage Building	35,840.00	14,336.00	7,168.00	7,168.00	0.00	21,504.00	14,336.00	2,150.40
55	As-Builts/O&M's	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
60	Demobilization	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
65	SHOP DRAWINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	Sludge Holding Tank Dewatering Pumps	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	1,000.00
75	Chem. Feed Pump Skids	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00	750.00
80	Clarifier Equipment	123,300.00	123,300.00	0.00	0.00	0.00	123,300.00	0.00	12,330.00
85	Hyperbolic Mixers	74,000.00	74,000.00	0.00	0.00	0.00	74,000.00	0.00	7,400.00
90	Chemical Storage Tanks	24,900.00	24,900.00	0.00	0.00	0.00	24,900.00	0.00	2,490.00
95	Membrane Bioreactor Equipment (MMBR)	239,800.00	239,800.00	0.00	0.00	0.00	239,800.00	0.00	23,980.00
100	Membrane Units	256,500.00	256,500.00	0.00	0.00	0.00	256,500.00	0.00	25,650.00
105	Cranes and Hoists	96,500.00	38,600.00	57,900.00	57,900.00	0.00	96,500.00	0.00	9,650.00
110	FRP Troughs, Weirs, & Baffles	63,600.00	63,600.00	0.00	0.00	0.00	63,600.00	0.00	6,360.00
115	Miscellaneous Shop Drawings	30,000.00	27,000.00	0.00	0.00	0.00	27,000.00	3,000.00	2,700.00
120	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
125	Surveying	99,750.00	82,792.50	7,980.00	7,980.00	0.00	90,772.50	8,977.50	9,077.25
130	Cleaning & Grubbing	12,600.00	12,600.00	0.00	0.00	0.00	12,600.00	0.00	1,260.00
135	Topsoil & Site Grading	68,250.00	0.00	0.00	0.00	0.00	0.00	68,250.00	0.00
140	Aggregate Walkways	36,750.00	0.00	0.00	0.00	0.00	0.00	36,750.00	0.00
145	Concrete Sidewalks	47,250.00	0.00	0.00	0.00	0.00	0.00	47,250.00	0.00
150	Pipe Excavation & Backfill	210,000.00	140,700.00	25,200.00	25,200.00	0.00	165,900.00	44,100.00	16,590.00
155	Filter Socks and Inlet Bags	15,750.00	14,175.00	0.00	0.00	0.00	14,175.00	1,575.00	1,417.50
160	Shorting	131,250.00	128,625.00	0.00	0.00	0.00	128,625.00	2,625.00	12,862.50

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 16

Application Date: 09/26/23

To: 09/30/23

Architect's Project No.: 2019-01

Invoice #: 479-16 Contract: 479- Clairton Wastewater Upgrades Phase 2

A Item No.	B Description of Work.	C Scheduled Value	D Work Completed This Period In Place		E Materials Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G % (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	In Place					
165	Bulk Excavation & Stone Base	105,000.00	89,250.00	3,150.00	0.00	92,400.00	88.00%	12,600.00	9,240.00
170	Backfill Around Concrete Structures	113,400.00	71,442.00	0.00	0.00	71,442.00	63.00%	41,958.00	7,144.20
175	Stone Base For Asphalt	52,500.00	0.00	0.00	0.00	0.00	0.00%	52,500.00	0.00
180	Paving	148,500.00	0.00	0.00	0.00	0.00	0.00%	148,500.00	0.00
185	Seeding	15,750.00	0.00	0.00	0.00	0.00	0.00%	15,750.00	0.00
190	Fencing	10,600.00	0.00	0.00	0.00	0.00	0.00%	10,600.00	0.00
195	Concrete Demolition & Saw Cutting	472,500.00	382,725.00	0.00	0.00	382,725.00	81.00%	89,775.00	38,272.50
200	Handrail Removal	26,250.00	12,600.00	3,937.50	0.00	16,537.50	63.00%	9,712.50	1,653.75
205	Grating removal	26,250.00	10,500.00	1,312.50	0.00	11,812.50	45.00%	14,437.50	1,181.25
210	Mechanical Demolition	150,100.00	90,060.00	7,505.00	0.00	97,565.00	65.00%	52,535.00	9,756.50
215	Temporary Pumping	29,300.00	24,905.00	0.00	0.00	24,905.00	85.00%	4,395.00	2,490.50
220	Storm Sewer & Inlets	47,250.00	0.00	0.00	0.00	0.00	0.00%	47,250.00	0.00
225	Manholes	65,300.00	39,180.00	0.00	0.00	39,180.00	60.00%	26,120.00	3,918.00
230	Drains	72,500.00	0.00	0.00	0.00	0.00	0.00%	72,500.00	0.00
235	Waste Activated Sludge	9,530.00	9,053.50	0.00	0.00	9,053.50	95.00%	476.50	905.35
240	Effluent Water	11,580.00	8,685.00	0.00	0.00	8,685.00	75.00%	2,895.00	868.50
245	Plant Effluent	131,390.00	65,695.00	32,847.50	0.00	98,542.50	75.00%	32,847.50	8,854.25
250	Clarifier Effluent	230,020.00	126,511.00	0.00	0.00	126,511.00	55.00%	103,509.00	12,651.10
255	Future	41,265.00	39,201.75	2,063.25	0.00	41,265.00	100.00%	0.00	4,126.52
260	Headworks Drain	4,680.00	4,680.00	0.00	0.00	4,680.00	100.00%	0.00	468.00
265	CCT Discharge	105,310.00	33,699.20	0.00	0.00	33,699.20	32.00%	71,610.80	3,369.92
270	CONCRETE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
275	MBR Tanks	1,575,000.00	740,250.00	94,500.00	0.00	834,750.00	53.00%	740,250.00	83,475.00
280	MBR Splitter Box	194,250.00	184,537.50	0.00	0.00	184,537.50	95.00%	9,712.50	18,453.75
285	Vault 1	52,500.00	52,500.00	0.00	0.00	52,500.00	100.00%	0.00	5,250.00
290	Vault 2	94,500.00	94,500.00	0.00	0.00	94,500.00	100.00%	0.00	9,450.00
295	Vault 3	94,500.00	94,500.00	0.00	0.00	94,500.00	100.00%	0.00	9,450.00
300	Vault 4	52,500.00	52,500.00	0.00	0.00	52,500.00	100.00%	0.00	5,250.00
305	Waste Sludge Vault	42,000.00	42,000.00	0.00	0.00	42,000.00	100.00%	0.00	4,200.00
310	Equipment Pads	52,500.00	0.00	0.00	0.00	0.00	0.00%	52,500.00	0.00
315	Blower Pad & Footings	147,000.00	0.00	14,700.00	0.00	14,700.00	10.00%	132,300.00	1,470.00
320	Effluent Water Storage Tank	435,750.00	217,875.00	74,077.50	0.00	291,952.50	67.00%	143,797.50	29,195.25

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 16  
 Application Date: 09/26/23  
 To: 09/30/23  
 Architect's Project No.: 2019-01

Invoice #: 479-16 Contract: 479- Clairton Wastewater Upgrades Phase 2

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed					
325	Effluent Water Cascade	378,000.00	378,000.00	0.00	0.00	0.00	378,000.00	0.00	37,800.00
330	Clarifier Splitter Box	155,400.00	155,400.00	0.00	0.00	0.00	155,400.00	0.00	15,540.00
335	Headworks Building Curb	23,100.00	23,100.00	0.00	0.00	0.00	23,100.00	0.00	2,310.00
340	Chlorine Tank Additions	288,750.00	0.00	0.00	0.00	0.00	0.00	288,750.00	0.00
345	Rebar Procurement	567,000.00	567,000.00	0.00	0.00	0.00	567,000.00	0.00	56,700.00
350	Rebar Installation	630,000.00	359,100.00	31,500.00	0.00	0.00	390,600.00	239,400.00	39,060.00
355	Mechanical Splicers And Drilled Dowels	52,500.00	42,000.00	0.00	0.00	0.00	42,000.00	10,500.00	4,200.00
360	Masonry	20,050.00	0.00	0.00	0.00	0.00	0.00	20,050.00	0.00
365	Metal Building	53,200.00	0.00	0.00	0.00	0.00	0.00	53,200.00	0.00
370	Miscellaneous Metals	678,250.00	210,257.50	0.00	0.00	0.00	210,257.50	467,992.50	21,025.75
375	Doors	18,300.00	0.00	0.00	0.00	0.00	0.00	18,300.00	0.00
380	Garage Door	14,150.00	0.00	0.00	0.00	0.00	0.00	14,150.00	0.00
385	Painting	372,420.00	59,587.20	0.00	0.00	0.00	59,587.20	312,832.80	5,958.72
390	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
395	SH Tank Dewatering Pumps - Material	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	0.00	11,000.00
400	SH Tank Dewatering Pumps - Installation	12,875.00	0.00	0.00	0.00	0.00	0.00	12,875.00	0.00
405	Chemical Feed Pump Skids - Material	106,800.00	106,800.00	0.00	0.00	0.00	106,800.00	0.00	10,680.00
410	Chemical Feed Pump Skids - Installation	6,700.00	1,340.00	0.00	0.00	0.00	1,340.00	5,360.00	134.00
415	Clarifiers - Material	151,000.00	0.00	0.00	0.00	0.00	0.00	151,000.00	0.00
420	Clarifier - FRP Weirs & Baffles - Material	225,400.00	0.00	0.00	0.00	0.00	0.00	225,400.00	0.00
425	Clarifier - Installation Complete	344,900.00	0.00	0.00	0.00	0.00	0.00	344,900.00	0.00
430	Hyperbolic Mixers - Material	261,000.00	261,000.00	0.00	0.00	0.00	261,000.00	0.00	26,100.00
435	Hyperbolic Mixers - Installation	33,750.00	0.00	0.00	0.00	0.00	0.00	33,750.00	0.00
440	Chemical Storage Tanks - Material	224,100.00	224,100.00	0.00	0.00	0.00	224,100.00	0.00	22,410.00
445	Chemical Storage Tanks - Installation	60,530.00	30,265.00	0.00	0.00	0.00	30,265.00	30,265.00	3,026.50
450	MEMBRANE BIOREACTOR EQUIPMENT (MMBR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455	Process And System Design	730,275.00	730,275.00	0.00	0.00	0.00	730,275.00	0.00	73,027.50
460	Procurement	60,400.00	36,240.00	0.00	0.00	0.00	36,240.00	24,160.00	3,624.00
465	IOM Manuals	52,200.00	0.00	0.00	0.00	0.00	0.00	52,200.00	0.00
470	Control System Programming	55,000.00	0.00	0.00	0.00	0.00	0.00	55,000.00	0.00



# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 16

Application Date: 09/26/23

To: 09/30/23

Architect's Project No.: 2019-01

Invoice #: 479-16 Contract: 479-Clairton Wastewater Upgrades Phase 2

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period					
635	Drains	24,580.00	19,664.00	2,458.00	2,458.00	0.00	22,122.00	2,458.00	2,212.20
640	Permeate	325,320.00	224,470.80	35,785.20	35,785.20	0.00	260,256.00	65,064.00	26,025.60
645	Effluent Sample Piping	21,850.00	0.00	0.00	0.00	0.00	0.00	21,850.00	0.00
650	Sample Piping	3,875.00	0.00	0.00	0.00	0.00	0.00	3,875.00	0.00
655	CLARIFIERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
660	Drains	21,410.00	0.00	0.00	0.00	0.00	0.00	21,410.00	0.00
665	Blower Air	123,880.00	0.00	0.00	0.00	0.00	0.00	123,880.00	0.00
670	Slump Discharge	3,770.00	0.00	0.00	0.00	0.00	0.00	3,770.00	0.00
675	Effluent Water	269,290.00	53,868.00	0.00	0.00	0.00	53,868.00	215,432.00	5,385.80
680	Sodium Hypochlorite	4,290.00	0.00	0.00	0.00	0.00	0.00	4,290.00	0.00
685	Potable Water	3,050.00	0.00	0.00	0.00	0.00	0.00	3,050.00	0.00
690	Influent	671,090.00	402,654.00	0.00	0.00	0.00	402,654.00	268,436.00	40,265.40
695	Drain Pumps S&D	75,610.00	0.00	0.00	0.00	0.00	0.00	75,610.00	0.00
700	Sodium Bisulfite	10,770.00	0.00	0.00	0.00	0.00	0.00	10,770.00	0.00
705	CHLORINE CONTACT TANK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
710	Drains	22,450.00	11,225.00	0.00	0.00	0.00	11,225.00	11,225.00	1,122.50
715	Effluent	53,460.00	0.00	0.00	0.00	0.00	0.00	53,460.00	0.00
720	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
725	HVAC	206,570.00	72,299.50	0.00	0.00	0.00	72,299.50	134,270.50	7,229.95
729	Allowances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
730	Unclassified concrete repairs	25,000.00	13,057.00	0.00	0.00	0.00	13,057.00	11,943.00	1,305.70
732	Unforeseen conditions	90,650.00	0.00	0.00	0.00	0.00	0.00	90,650.00	0.00
733	Rerouting anoxic basin	37,300.00	33,570.00	3,730.00	3,730.00	0.00	37,300.00	0.00	3,730.00
734	Weir wall infill	72,050.00	36,025.00	0.00	0.00	0.00	36,025.00	36,025.00	3,602.50
740	CO 1 Escalation	174,920.00	166,174.00	8,746.00	8,746.00	0.00	174,920.00	0.00	17,492.00
750	CO 2 Additional Permeate Vent Piping	7,950.00	0.00	0.00	0.00	0.00	0.00	7,950.00	0.00
<b>Grand Totals</b>		<b>28,676,870.00</b>	<b>15,427,191.60</b>	<b>704,124.55</b>	<b>0.00</b>	<b>16,131,316.15</b>	<b>56.25%</b>	<b>12,545,553.85</b>	<b>1,613,131.65</b>



**MMBR SYSTEMS**  
DELIVER, OPTIMIZE, SUPPORT

## Invoice I00222

Date:	2023-09-01	Vendor:	MMBR Systems, LLC
Due date:	2023-10-01	Address:	2305 Donley Drive, Suite 114 Austin, TX 78758
Customer:	WAYNE CROUSE, INC	Phone:	512-806-8830
Billing address:	3370 STAFFORD STREET PITTSBURGH PA 15204	E-mail:	marvin.leyba@mmbrrsystems.com
Shipping address:	ERIC BRICKET WAYNE CROUSE, INC 1 N STATE STREET CLAIRTON PA 15025 USA 412-292-5525		
Order:	CO00028		
Reference:	CLAIRTON, PA WWTP		

	Name	Subtotal
1	BLOWER, PD PACKAGE, 12" DELIVERED AUGUST 2023	\$ 37,019.20
2	CONTROL SYSTEM, PLC PANEL / SCADA COMPUTER DELIVERED AUGUST 2023	\$ 95,570.64
	<b>Total:</b>	<b>\$ 132,589.84</b>
<b>Tax:</b>		
	<b>Total including tax:</b>	<b>\$ 132,589.84</b>

**NOTES:**

-THIS IS A PROGRESS INVOICE FOR CUSTOMER PO 494-1001, FOR EQUIPMENT DELIVERED AND SHIPPED TO THE JOBSITE PER PAY APPLICATION #9,  
-AS REQUESTED BY FRED VOGT, ATTACHED WITH THIS INVOICE ARE THE SUPPLIER INVOICES FOR REFERENCE.

ITEM  
485

**IMPORTANT ANNOUNCEMENT: MMBR Systems had moved to a new business office  
AND remit-to address on September 1, 2022:**

**2305 Donley Drive, SUITE 114, Austin TX 78758**

**Please mail payments to this new remittance address starting September 1, 2022. Thank you!**

PLEASE REMIT ALL PAYMENTS TO:

10810

INVOICE



Robert-James Sales, Inc.  
PO Box 7999  
Buffalo, NY 14225  
(716) 651-6000  
www.rjsales.com

Recipient Email: jberry@waynecrouse.com  
Ship Via: ~~1026~~  
BROKER BUFFALO, NY  
F.O.B. Shipping Point:  
FFA\*  
Terms: 1/2% 10 DAYS NET 30

Invoice Number: 00225605  
Customer Number: 0000222917  
Your Order Number: ~~477-1037~~  
Invoice Date: 09/12/23  
Our Order Number: C3254/00  
Warehouse: 02  
Entry Date:  
SLSM: TONY BARBUSCIO

07949

PAGE: 1

SOLD TO: WAYNE CROUSE, INC.  
3370 STAFFORD STREET  
PITTSBURGH PA 15204

SHIP TO: WAYNE CROUSE, INC.  
3370 STAFFORD STREET  
PITTSBURGH PA 15204

ORDERED	QUANTITY SHIPPED	B.O.	ITEM / DESCRIPTION	PRICE PER	AMOUNT
1.00	1.00	.00	MSG MTRS REQUIRED C3254	.000 EA	.00
60.00	63.17 ✓	.00	02010300016-D 8 PIPE WELD S10 A312 304/L	55.010 FT	3,474.98 ✓
380.00	380.88 ✓	.00	02010300017-D 10 PIPE WELD S10 A312 304/L	60.060 FT	22,875.65 ✓
MTRS REQUIRED ** NO P+H ** *NO O/D FEE ON FFA* ORDER*					
5131.75	MAY BE DEDUCTED IF PAID BY 09/22/23				
<i>Clinton</i>					
<i>479</i>					
SEP 12 2023					
COUNTY					
<i>ITEM 590</i>					
SUBTOTAL:					26,350.63
<b>PAY THIS AMOUNT: \$</b>					<b>26,350.63</b>

INVOICES OVER 30 DAYS PAST DUE WILL BE SUBJECTED TO A 1.5% PER MONTH LATE CHARGE

SPECIALIZING IN CORROSION RESISTANT PIPING PRODUCTS

CHICAGO, IL 708-333-2200 CLEVELAND, OH 330-425-9116 CRANBURY, NJ 609-860-0900 GREENVILLE, WI 708-333-2200 INDIANAPOLIS, IN 317-248-1111 ONTARIO, CA 909-773-1000 RALEIGH, NC 919-773-9338 SALT LAKE CITY, UT 801-313-9000 SPRINGFIELD, MO 317-248-1111 STOCKTON, CA 209-425-5106



**B.M. KRAMER AND COMPANY, INC.**  
 69 SOUTH 20TH STREET  
 PITTSBURGH, PA 15203-1986  
 (412) 481-3000 (800) 822-1333  
 FAX: (412) 488-7473

10174

**INVOICE**

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, seller has fully complied with the Fair Labor Standards Act of 1938, as amended.

A finance charge of 1.5% per month is applied to unpaid balances over 30 days.

INVOICE NUMBER  
 1459522-01

CROWAY 412-771-5176

BILL TO: WAYNE CROUSE, INCORPORATED  
 3370 STAFFORD STREET  
 PITTSBURGH PA 15204

SHIP TO: WAYNE CROUSE, INCORPORATED  
 3370 STAFFORD STREET  
 PITTSBURGH PA 15204

CUSTOMER P.O. NO. 4791012

INVOICE NUMBER	ELSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE	FREIGHT CODES	
1459522-01	111	08/04/23	189	479-1012	09/25/23	P - Prepaid/ Allowed	
INSTRUCTIONS:						FRT.	PAGE NO.
18 PKG John - 9/22/2023 3:17:5 Our Truck # 9						P	1
ORDERED	QTY	SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
600		✓ 378	*	CUT OR FABRICATED PIPE IS NOT RETURNABLE  PIPE304S10-92250 14 SCH10S 304 WLD PIPE PE DOMESTIC MTRS REQD HEAT# Y20C,Y57P	FT	89.80	33944.40
1		1	*	MTR-CHARGE LOT CHARGE PER ORDER FOR MILL TEST REPORTS	LT	5.00	5.00

SEP 26 2023

21ainton  
 479  
 33,949.40

ACCOUNTS PAYABLE  
 Item 595

CODE EXPLANATION  
 \* - STATE TAX APPLICABLE    C - CONSIDER COMPLETE  
 \* - FED. OTHER TAX APPLICABLE    D - DIRECT SHIPMENT  
 \* - STATE & FEDERAL TAX    F - FACTORY MINIMUM  
 \* - BACKLOG BACK ORDERED    H - ACTUARIAL CGL

\*\*\* THIS IS YOUR INVOICE \*\*\*  
 NET TERMS: INV 30 DUE: 10/25/23

YOU MAY DEDUCT A CASH DISCOUNT OF 339.49 IF PAID BY 10/05/23

SUB TOTAL	33,949.40
MISC. CHARGE	
FREIGHT TOTAL	0.00
FED./OTHER TAX	
STATE TAX	DM 2,376.46
PAYMENT REC'D.	0.00
<b>TOTAL AMT DUE</b>	<b>36,325.86</b>

YOU CERTIFY, ON BEHALF OF YOURSELF AND ANY ENTITY THAT YOU REPRESENT HEREUNDER, THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS AT WWW.BMKRAMER.COM WHICH MAY BE UPDATED FROM TIME TO TIME BY B.M. KRAMER & COMPANY. B.M. KRAMER & COMPANY LIMITS ACCEPTANCE TO SUCH TERMS AND CONDITIONS, AND OBJECTS TO ANY OTHER ADDITIONAL OR DIFFERENT TERMS IN ANY OTHER DOCUMENT.

ALL CLAIMS FOR SHORTAGES AND DISCREPANCIES MUST BE MADE WITHIN 10 DAYS AFTER RECEIPT OF SHIPMENT. WRITTEN PERMISSION MUST BE RECEIVED PRIOR TO ANY RETURN. RETURNED GOODS MAY BE SUBJECT TO A HANDLING CHARGE.

AFFIDAVIT OF PAYMENT

AND

RELEASE OF LIENS

TO:

Clairton Municipal Authority  
1 North State Street  
Clairton, PA 15025

I hereby certify that, to the best of my knowledge, all outstanding claims and indebtedness of any nature resulting from the performance of my contract have been fully paid, except for the following:

I hereby deliver to the OWNER, a complete release of all liens arising out of this Contract for unpaid material and labor, or other costs.

ATTEST:

CONTRACTOR: Wayne Crouse, Inc.





Lynne K. Baran

By Anthony Marino

Title Treasurer

Commonwealth of Pennsylvania)

) SS:

County of )

Before me a Notary Public in and for said County and Commonwealth, personally agreed \_\_\_\_\_ who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Affidavit and Release are true and correct to the best of his/her knowledge, information and belief.

Sworn to and subscribed before me this \_\_\_\_\_ day and \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission Expires: 6/20/2025

Commonwealth of Pennsylvania)

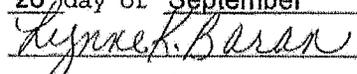
) SS:

County of Allegheny )

Anthony Marino, being duly sworn according to law, deposes and says that he/she is the Treasurer of Wayne Crouse, Inc. a Pennsylvania Corporation, and that he/she makes this Affidavit on its behalf, being authorized to do so; and that the facts set forth in the foregoing Affidavit and Release are true and correct to the best of his/her information, knowledge and belief.

  
Anthony Marino, Treasurer

Sworn to and subscribed before me this 26 day of September, 2023.

  
Notary Public

My Commission Expires: 6/20/2025

Commonwealth of Pennsylvania - Notary Seal  
Lynne K. Baran, Notary Public  
Allegheny County  
My commission expires June 20, 2025  
Commission number 1006429  
Member, Pennsylvania Association of Notaries

Application and Certification for Payment

TO (OWNER): CLAIRTON MUNICIPAL AUTHORITY  
1 NORTH STATE STREET  
CLAIRTON, PA 15025

PROJECT: CLAIRTON WWTP UPGRADE PH 2  
C-5127  
invoice 6127-23-179

APPLICATION NO: 19  
PERIOD TO: 9/30/2023

DISTRIBUTION  
TO:  
OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): Brondor Technical Services  
990 W. Old Route 422  
Prospect, PA 16052

VIA (ARCHITECT): K LH Engineers  
5173 Campbells Run Rd  
Pittsburgh, PA 15205

ARCHITECTS  
PROJECT NO: 2019-02 Rebid

CONTRACT FOR: WWTP Upgrade Ph 2 Electrical

CONTRACT DATE: 5/26/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM .....	\$	4,154,555.00
2. Net Change by Change Orders .....	\$	203,113.71
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	4,357,668.71
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	1,930,025.75

5. RETAINAGE:
- a. 10.00 % of Completed Work \$ 193,002.58
  - b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) ..... \$ 193,002.58

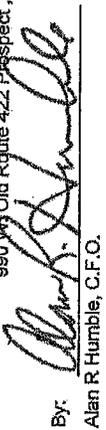
6. TOTAL EARNED LESS RETAINAGE ..... \$ 1,737,023.17  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 1,584,223.17  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 172,800.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2,620,645.54  
(Line 3 less Line 6)

CONTRACTOR: Brondor Technical Services  
990 W. Old Route 422 Prospect, PA 16052

By:   
Alan R Humble, C.F.O.

State of: PA  
County of: BUTLER

Subscribed and Sworn to before me this 2nd Day of Oct 20 23

Notary Public:   
My Commission Expires: 3/5/26

Commonwealth of Pennsylvania - Notary Seal  
Stacey Marie Newell, Notary Public  
Lawrence County  
My commission expires March 5, 2026  
Commission number 1328274  
Member, Pennsylvania Association of Notaries  
Date: 10/2/23

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 172,800.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:   
By:   
Date: 10/03/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	203,113.71	0.00
Total approved this Month	0.00	0.00
TOTAL \$	203,113.71	0.00
NET CHANGES by Change Order	203,113.71	

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CLAIRTON MUNICIPAL AUTHORITY  
1 NORTH STATE STREET  
CLAIRTON, PA 15025

PROJECT: CLAIRTON WWTP UPGRADE PH 2  
C-5127  
Invoice 5127-23179

APPLICATION NO: 13  
PERIOD TO: 9/30/2023

DISTRIBUTION  
TO:  
— OWNER  
— ARCHITECT  
— CONTRACTOR

FROM (CONTRACTOR): Bronder Technical Services  
990 W. Old Route 422  
Prospect, PA 15052

VIA (ARCHITECT): KLH Engineers  
5173 Campbells Run Rd  
Pittsburgh, PA 15205

ARCHITECT'S  
PROJECT NO: 2019-02 Rebid

CONTRACT FOR: WWTP Upgrade Ph 2 Electrical

CONTRACT DATE: 5/26/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00	0.00	20,000.00
2	Insurance/Bonds	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	3,900.00
3	B&O Tax	48,520.00	0.00	0.00	0.00	0.00	0.00	48,520.00	0.00
4	Electrical Permit	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	1,000.00
5	Demolition	20,000.00	8,500.00	5,000.00	0.00	13,500.00	67.50	6,500.00	1,350.00
6	Temporary	24,000.00	21,600.00	0.00	0.00	21,600.00	90.00	2,400.00	2,160.00
7	Demobilization	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
8	As Builts	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
9	O/M Manuals	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
10	Allowance	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
11	Temp. Generator	10,000.00	5,000.00	0.00	0.00	5,000.00	50.00	5,000.00	500.00
12	Civil Work	84,200.00	32,500.00	18,000.00	0.00	50,500.00	59.98	33,700.00	5,050.00
13	Fiber	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
14	Housekeeping Pad	9,500.00	7,125.00	0.00	0.00	7,125.00	75.00	2,375.00	712.50
15	Coordination Study	6,000.00	2,500.00	0.00	0.00	2,500.00	41.67	3,500.00	250.00
16	Main Switch Board	110,000.00	16,500.00	0.00	0.00	16,500.00	15.00	93,500.00	1,650.00
17	Capacitor	40,000.00	36,000.00	0.00	0.00	36,000.00	90.00	4,000.00	3,600.00
18	Motor Control Center	140,000.00	21,000.00	0.00	0.00	21,000.00	15.00	119,000.00	2,100.00
19	Panelboard	1,000.00	500.00	0.00	0.00	500.00	50.00	500.00	50.00
20	Transformer	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
21	Pad Transformer	150,000.00	15,000.00	0.00	0.00	15,000.00	10.00	144,000.00	1,600.00

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CLAIRTON MUNICIPAL AUTHORITY  
1 NORTH STATE STREET  
CLAIRTON, PA 15025

PROJECT: CLAIRTON WWTP UPGRADE PH 2  
C-5127  
Invoice 5127-23179

APPLICATION NO: 13  
PERIOD TO: 9/30/2023

DISTRIBUTION TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): Brondler Technical Services  
990 W. Old Route 422  
Prospect, PA 16052

VIA (ARCHITECT): KLH Engineers  
5173 Campbells Run Rd  
Pittsburgh, PA 15205

ARCHITECTS  
PROJECT NO: 2019-02 Rebid

CONTRACT FOR: WWTP Upgrade Ph 2 Electrical

CONTRACT DATE: 5/26/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Disconnect Switches	105,000.00	15,750.00	6,000.00	0.00	21,750.00	20.71	83,250.00	2,175.00
23	Metric Switches	50,000.00	10,000.00	0.00	0.00	10,000.00	20.00	40,000.00	1,000.00
24	Transformer Pad	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
25	Variable Freq. Drives	650,000.00	545,500.00	10,000.00	0.00	555,500.00	85.46	94,500.00	55,550.00
26	PVC Conduit	159,530.00	84,000.00	20,000.00	0.00	104,000.00	65.19	55,530.00	10,400.00
27	Aluminum Conduit	715,000.00	306,000.00	60,000.00	0.00	366,000.00	51.19	349,000.00	36,600.00
28	Wire/Cable	750,000.00	202,525.00	0.00	0.00	202,525.00	27.00	547,475.00	20,252.50
29	Equipment Racks	143,800.00	107,850.00	0.00	0.00	107,850.00	75.00	35,950.00	10,785.00
30	Boxes	40,000.00	14,000.00	5,000.00	0.00	19,000.00	47.50	21,000.00	1,900.00
31	Wiring Devices	14,505.00	2,175.75	4,000.00	0.00	6,175.75	42.58	8,329.25	617.58
32	Lighting	250,000.00	12,500.00	0.00	0.00	12,500.00	5.00	237,500.00	1,250.00
33	Heat Trace	16,000.00	0.00	0.00	0.00	0.00	0.00	16,000.00	0.00
34	Instrumentation	130,000.00	6,500.00	4,000.00	0.00	10,500.00	8.08	119,500.00	1,050.00
35	Control Panels	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00	0.00
36	Lighting Pole Foundations	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00
37	Conduit/ Cable Tags	30,000.00	10,000.00	0.00	0.00	10,000.00	33.33	20,000.00	1,000.00
38	Equipment Connections	30,000.00	5,000.00	0.00	0.00	5,000.00	16.67	25,000.00	500.00
39	Punch List	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
1	Change Order 1	203,113.71	0.00	60,000.00	0.00	60,000.00	29.54	143,113.71	6,000.00
<b>REPORT TOTALS</b>		<b>\$4,357,668.71</b>	<b>\$1,738,025.75</b>	<b>\$192,000.00</b>	<b>\$0.00</b>	<b>\$1,930,025.75</b>	<b>44.29</b>	<b>\$2,427,642.96</b>	<b>\$193,002.58</b>

**CAPITAL IMPROVEMENT FUND**  
**REQUISITION NUMBER 389-B**

Date: October 19, 2023

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.

<b>Item Number</b>	<b>Payee (Name &amp; Address):</b>	<b>Amount</b>	<b>Purpose of Obligation</b>
1.	KLH Engineers, Inc. 5173 Campbells Run Road Pittsburgh, PA 15205	\$ 20,494.75	WWTP Phase II Upgrades Constr. Admin. & Res. Observation Invoice No. 76311
2.	KLH Engineers, Inc. 5173 Campbells Run Road Pittsburgh, PA 15205	\$ 492.50	Phase II Oversight Committee Invoice No. 76312

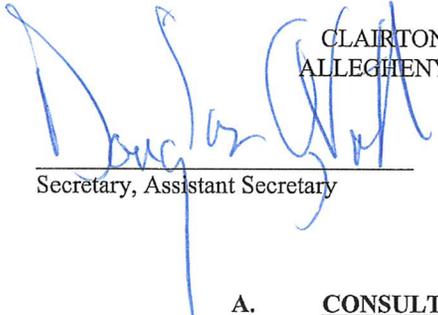
**TOTAL \$ 20,987.25**

October 19, 2023  
Requisition No. 389-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.

By  Secretary, Assistant Secretary

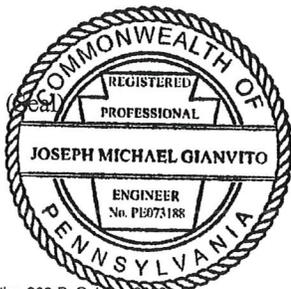
By \_\_\_\_\_ Chairman or Vice Chairman

**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:

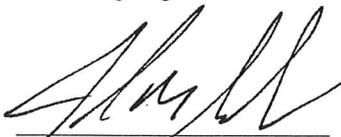
- (a) I hereby approve the foregoing attached requisition of the Authority;
- (b) The obligation listed to be paid on such requisition was properly incurred;
- (c) The amount requisitioned is due and unpaid;
- (d) Insofar as the payment is to be made for work, material, supplies, or equipment, the work 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 19<sup>th</sup> day of October 2023.



KLH ENGINEERS, INC.

Consulting Engineer

  
Joseph M. Gianvito, P.E.

# KLH

ENGINEERS, INC

Clairton Municipal Authority  
1 North State Street  
Clairton, PA 15025

Invoice number 76311  
Date 09/30/2023

Project 273-124 WWTP PHASE II UPGRADES

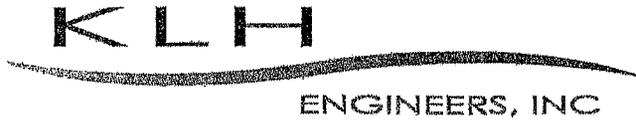
Professional Services through September 30, 2023

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>DESIGN PHASE</b>					
FIELD RECONNAISSANCE	20,000.00	100.00	20,000.00	20,000.00	0.00
PLANS, CONTRACT DOCS, PERMITTING	1,400,000.00	100.00	1,400,000.00	1,400,000.00	0.00
Subtotal	1,420,000.00	100.00	1,420,000.00	1,420,000.00	0.00
<b>BID PHASE</b>	15,000.00	100.00	15,000.00	15,000.00	0.00
<b>CONSTRUCTION PHASE</b>					
GENERAL PROJECT SERVICES	270,000.00	58.08	156,812.89	151,175.14	5,637.75
AS-BUILT DRAWING PREPARATION	70,000.00	0.00	0.00	0.00	0.00
OPERATION & MAINTENANCE MANUALS	70,000.00	0.00	0.00	0.00	0.00
Subtotal	410,000.00	38.25	156,812.89	151,175.14	5,637.75
Total	1,845,000.00	86.28	1,591,812.89	1,586,175.14	5,637.75

Construction Phase  
Resident Observation  
Professional Fees

	Hours	Rate	Billed Amount
MARTIN MORGAN	179.00	83.00	14,857.00
Phase subtotal			14,857.00
Construction Phase subtotal			14,857.00

Invoice total 20,494.75



Clairton Municipal Authority  
1 North State Street  
Clairton, PA 15025

Invoice number 76312  
Date 09/30/2023

Project 273-140 PHASE 2 OVERSITE  
COMMITTEE

Professional Services through September 30, 2023

**001 Phase 2 Oversight Committee**

	Hours	Rate	Billed Amount
CHELSEA CRAIN	1.50	75.00	112.50
JOSEPH M. GIANVITO	2.50	152.00	380.00
Phase 2 Oversight Committee subtotal			492.50

Invoice total 492.50

**RESOLUTION NO. 10192023**  
**CLAIRTON MUNICIPAL AUTHORITY**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

**DECLARATION OF OFFICIAL INTENT TO APPLY FOR A  
LOCAL SHARE ACCOUNT (LSA) GRANT**

Be it RESOLVED, that the Clairton Municipal Authority, of Allegheny County, hereby requests a Local Share Account (LSA) grant of \$868,000.00 from the Department of Community & Economic Development (DCED) to be used for the Septage Receiving Station.

Be it FURTHER RESOLVED, that the Applicant does hereby designate John J. Vitullo, Chairman and Kevin L. Johnson, Vice-Chairman as the official(s) to execute all documents and agreements between the Clairton Municipal Authority and the Department of Community & Economic Development to facilitate and assist in obtaining the requested grant.

I, Douglas Ozvath, duly qualified Secretary of the Clairton Municipal Authority, Allegheny County, Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Clairton Municipal Authority at a regular meeting held October 19, 2023, and said Resolution has been recorded in the Minutes of the Clairton Municipal Authority and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Clairton Municipal Authority, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Clairton Municipal Authority  
Allegheny County

\_\_\_\_\_  
Douglas Ozvath, Secretary

# KLH

ENGINEERS, INC

October 17, 2023

Clairton Municipal Authority  
1 North State Street  
Clairton, PA 15025

Gentlemen:

## DUPERON PERFORATED PLATE SCREENS - EMERGENCY REPLACEMENT

KLH Engineers, Inc. ("KLH") has investigated the condition of the perforated plate screens at the Clairton Municipal Authority Wastewater Treatment Plant, and recommends moving forward with Duperon perforated plate screen replacement on an emergency basis given increased environmental pollution and risk to public health associated with delaying the Wastewater Treatment Plant Upgrade – Phase 2 project. The first two trains of the MBR process are planned to be started up in March 2023 and the new screens must be fully operational prior to this startup. Until this startup is completed, the existing plant will continue to operate at half of its design capacity which has resulted in process upsets and pollution of Peters Creek during periods of wet weather. Duperon was unable to meet the Wastewater Treatment Plant Upgrade – Phase 1 specification and therefore has decided to remove their screens and replace them with another manufacturer's screens at their cost. As agreed with Duperon, the Clairton Municipal Authority selected JWC for the replacement screens. JWC provided a COSTARS proposal price of \$657,385 for these screens.

KLH recommends authorizing Wayne Crouse and Bronder to complete the installation work associated with the JWC screens. Both contractors are already on site for Phase 2 work. If installation contracts were to be publicly bid, it is likely that the Phase 2 project would be delayed by at least six months due to time required to prepare detailed design drawings, technical specifications, and bidding documents; advertise for public bids; review received bids; prepare bid report with recommendation for CMA award; prepare and execute contract documents; and issue Notice-to-Proceed.

It is KLH's opinion that the condition of the perforated plate screens at the Clairton Municipal Authority Wastewater Treatment Plant is an emergency which is actually or likely to affect seriously the safety, health or welfare of a substantial number of citizens of the Commonwealth or to preclude the operation or use of essential public facilities, namely the Wastewater Treatment Plant. It is KLH's opinion that it is in the best interest of CMA, the environment, and the public to move forward with replacement of the Duperon perforated plate screens on an emergency basis.

Very Truly Yours,

KLH ENGINEERS, INC.



Joseph M. Gianvito, P.E.

Cc: Ryan Potts, Robert McTiernan