CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

September 21, 2023

Meeting called	to order at 6:28 PM by J	ohn Vitullo.	
******	*******	*******	***********
Workshop Sess	sion was held from 5:22 F	P.M. until 6:25 P.M. disc	cuss operations and construction.
An executive so	ession was held from 5:00	0 P.M. until 5:22 P.M. to	o discuss personnel.
An executive so litigation.	ession was held between	6:40 P.M. until 8:15 P.	M. to discuss personnel and potential
		Present	Absent
Roll Call Administration	Brian Koontz Lawrence Wulf Kevin Johnson Doug Ozvath John Vitullo /Professional Ryan Potts, Superintence Jim Hannan, Finance Dir Brian Melnichak, Assista Joe Gianvito, P. E., KLH I	rector ant Finance Director Engineers	X
Citizens Comme	ents:		
None:			
*****	*******	********	************
Doug Ozvath m	oved and Kevin Johnson	s seconded the motion	to approve the minutes from the Avenue

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve the minutes from the August 17th, 2023, Regular Meeting. The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve the paying of the bills from August 18th, 2023 to September 20^{th} , 2023. The motion carried 4-0.

Doug Ozvath moved, and Laurence Wulf seconded the motion to approve the Year-to-Date Income Statements for Treatment and Collections. The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve the Collection System Billing Summary. The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the Motion to approve Pay Application 15 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$1,862,271.98 for submission to PennVest. The motion carried 4-0.

Kevin Johnson moved, and Doug Ozvath seconded the Motion to approve Pay Application 12 to Bronder Technical Servoces, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$130,477.50 for submission to PennVest. The motion carried 4-0.

Kevin Johnson moved, and Doug Ozvath seconded Motion to approve the request submitted by Joe Gianvito of KLH, for Requisition 388-B in the amount of \$22,962.73 The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the Motion to approve the purchase order issued by JWC on September 7th, 2023 in the amount of \$657,385.00 for the replacement of the fine Screens The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded Sunshine act amendments require 24 hours' notice of the new agenda items. There is an exception that allows a change at the meeting. It requires following these procedures: A majority of the members voting must approve change to the agenda and adding the items. The reason for the late addition must be stated. (The replacement of the screens in the plant are essential to public health and should not be delayed. Motion to amend the Agenda to vote on the Motion to approve Final Settlement, Mutual Release, and Performance Agreement between Clairton Municipal Authority, Duperon Corporation, JWC Environmental, Wayne Crouse, Inc. and Bronder Technical Services for the replacement of equipment in the form submitted by the Authority, subject to changes agreed to by the Superintendent and Solicitor. The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion Sunshine act amendments require 24 hours' notice of the new agenda items. There is an exception that allows a change at the meeting. It requires following these procedures: A majority of the members voting must approve change to the agenda and adding the items. The reason for the late addition must be stated. (In this case it is that completion of the CDBG projects are essential to public health and should not be delayed.) Motion to amend the Agenda to vote on the RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLAIRTON MUNICIPAL AUTHORITY, COUNTY OF ALLEGHENY AUTHORIZING AND APPROVING THE FILING OF A DECLARATION OF TAKING FOR THE PURPOSE OF ACQUIRING PERMANENT SANITARY SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO INSTALL, CONSTRUCT, PLACE, RECONSTRUCT, REPLACE, USE, OPERATE, MODIFY MAINTAIN AND/OR REPAIR A SANITARY SEWER SYSTEM AND ASSOCIATED FACILITIES ON OR ACROSS PROPERTY LOCATED AT THE FOLLOWING ADDRESSES IN THE CITY OF CLAIRTON, ALLEGHENY COUNTY: 421 OHIO AVENUE, 429 OHIO AVENUE, 431 OHIO AVENUE, 439 OHIO AVENUE, 443 OHIO AVENUE, 447 OHIO AVENUE, 449 OHIO AVENUE, 451 OHIO AVENUE, 453 OHIO AVENUE, 932 JEFFERSON DRIVE AND 948 JEFFERSON DRIVE The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve Final Settlement, Mutual Release, and Performance Agreement between Clairton Municipal Authority, Duperon Corporation, JWC Environmental, Wayne Crouse, Inc. and Bronder Technical Services for the replacement of equipment in the form submitted by the Authority, subject to changes agreed to by the Superintendent and Solicitor. The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to approve RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLAIRTON MUNICIPAL AUTHORITY, COUNTY OF ALLEGHENY AUTHORIZING AND APPROVING THE FILING OF A DECLARATION OF TAKING FOR THE PURPOSE OF ACQUIRING PERMANENT SANITARY SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO INSTALL, CONSTRUCT, PLACE, RECONSTRUCT, REPLACE, USE, OPERATE, MODIFY MAINTAIN AND/OR REPAIR A SANITARY SEWER SYSTEM AND ASSOCIATED FACILITIES ON OR ACROSS PROPERTY LOCATED AT THE FOLLOWING ADDRESSES IN THE CITY OF CLAIRTON, ALLEGHENY COUNTY: 421 OHIO AVENUE, 429 OHIO AVENUE, 431 OHIO AVENUE, 439 OHIO AVENUE, 443 OHIO AVENUE, 447 OHIO AVENUE, 449 OHIO AVENUE, 451 OHIO AVENUE, 453 OHIO AVENUE, 932 JEFFERSON DRIVE AND 948 JEFFERSON DRIVE The motion carried 4-0.

Doug Ozvath moved, and Kevin Johnson seconded the motion to adjourn at 7:40 PM. The motion carried 4-0.

SECRETARY

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS

Regular Monthly Meeting

Thursday September 21, 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 August 17th, 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
- 6. Collection & Operation Report
- 7. Engineer's Report
 - a. Motion to approve Pay Application No. 15 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the amount of \$1,862,271.80 for submission to PennVest.
 - b. Motion to approve Pay Application No. 12 to Bronder Technical Services, Inc. for Contract 2019-01 REBID Upgrades Phase 2 Electrical in the amount of \$130,477.50 for submission to PennVest and the Commonwealth Finance Authority.
 - c. Motion to approve the request submitted by Joe Gianvito of KLH, for Requisition 388-B in the amount of \$22,962.73.
 - d. Motion to approve purchase order issued by JWC on September 7th, 2023 in the amount of \$657,385.00 for screens

8. Solicitor's Report

- a. Sunshine act amendments require 24 hours' notice of the new agenda items. There is an exception that allows a change at the meeting. It requires following these procedures: A majority of the members voting must approve change to the agenda and adding the items. The reason for the late addition must be stated. (The replacement of the screens in the plant are essential to public health and should not be delayed. Motion to amend the Agenda to vote on the Motion to approve Final Settlement, Mutual Release, and Performance Agreement between Clairton Municipal Authority, Duperon Corporation, JWC Environmental, Wayne Crouse, Inc. and Bronder Technical Services for the replacement of equipment in the form submitted by the Authority, subject to changes agreed to by the Superintendent and Solicitor.
- b. Sunshine act amendments require 24 hours' notice of the new agenda items. There is an exception that allows a change at the meeting. It requires following these procedures: A majority of the members voting must approve change to the agenda and adding the items. The reason for the late addition must be stated. (In this case it is that completion of the CDBG projects are essential to public health and should not be delayed.) Motion to amend the Agenda to vote on the RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLAIRTON MUNICIPAL AUTHORITY, COUNTY OF ALLEGHENY AUTHORIZING AND APPROVING THE FILING OF A DECLARATION OF TAKING FOR THE PURPOSE OF ACQUIRING PERMANENT SANITARY SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO INSTALL, CONSTRUCT, PLACE, RECONSTRUCT, REPLACE, USE, OPERATE, MODIFY MAINTAIN AND/OR REPAIR A SANITARY SEWER SYSTEM AND ASSOCIATED FACILITIES ON OR ACROSS PROPERTY LOCATED AT THE FOLLOWING ADDRESSES IN THE CITY OF CLAIRTON, ALLEGHENY COUNTY: 421 OHIO AVENUE, 429 OHIO AVENUE, 431 OHIO AVENUE, 439 OHIO AVENUE,

443 OHIO AVENUE, 447 OHIO AVENUE, 449 OHIO AVENUE, 451 OHIO AVENUE, 453 OHIO AVENUE, 932 JEFFERSON DRIVE AND 948 JEFFERSON DRIVE

- c. Motion to approve Final Settlement, Mutual Release, and Performance Agreement between Clairton Municipal Authority, Duperon Corporation, JWC Environmental, Wayne Crouse, Inc. and Bronder Technical Services for the replacement of equipment in the form submitted by the Authority, subject to changes agreed to by the Superintendent and Solicitor.
- d. Motion to approve RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLAIRTON MUNICIPAL AUTHORITY, COUNTY OF ALLEGHENY AUTHORIZING AND APPROVING THE FILING OF A DECLARATION OF TAKING FOR THE PURPOSE OF ACQUIRING PERMANENT SANITARY SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO INSTALL, CONSTRUCT, PLACE, RECONSTRUCT, REPLACE, USE, OPERATE, MODIFY MAINTAIN AND/OR REPAIR A SANITARY SEWER SYSTEM AND ASSOCIATED FACILITIES ON OR ACROSS PROPERTY LOCATED AT THE FOLLOWINGADDRESSES IN THE CITY OF CLAIRTON, ALLEGHENY COUNTY: 421 OHIO AVENUE, 429 OHIO AVENUE, 431 OHIO AVENUE, 439 OHIO AVENUE, 443 OHIO AVENUE, 447 OHIO AVENUE, 449 OHIO AVENUE, 451 OHIO AVENUE, 453 OHIO AVENUE, 932 JEFFERSON DRIVE AND 948 JEFFERSON DRIVE
- 9. Old Business
- 10. New Business

Motion to Adjourn

CMA MEETING Check Register
For the Period From Aug 19, 2023 to Sep 20, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
9965	8/22/23	DUQUESNE LIGHT	10310-G	24,403.79
9966	9/1/23	AMERICAN WATER	10310-G	132.35
9967	9/1/23	Boxer LLC	10310-G	640.00
9968	9/1/23	C. GREGG BOYCE	10310-G	400.00
9969	9/1/23	CINTAS	10310-G	232.76
9970	9/1/23	COMCAST BUSINES	10310-G	508.92
9971	9/1/23	CRAWFORD ELLEN	10310-G	6,855.04
9972	9/1/23	EMD MILLIPORE CO	10310-G	1,216.50
9973	9/1/23	First National Bank	10310-G	3,109.51
9974	9/1/23	FRANK'S SHOES	10310-G	300.00
9975	9/1/23	GATEWAY ENGINE	10310-G	892.16
9976	9/1/23	Invoice Cloud Inc.	10310-G	369.20
9977	9/1/23	KIMBALL MIDWEST	10310-G	379.61
9978	9/1/23	LINK COMPUTER C	10310-G	1,436.15
9979	9/1/23	Madison National Life	10310-G	1,799.24
9980	9/1/23	Matheson Tri-Gas Inc	10310-G	242.67
9981	9/1/23	PA AMERICAN WAT	10310-G	23.94
9982	9/1/23	PASTORE PLUMBIN	10310-G	3,200.00
9983	9/1/23	PEOPLES NATURAL	10310-G	84.03
9984	9/1/23	Pioneer Research	10310-G	648.19
9985	9/1/23	BOWES BANK INC	10310-G	1,020.99
9986	9/1/23	POWERS ENGINEE	10310-G	1,290.70
9987	9/1/23	ROBERT W. ROSSI	10310-G	60.00
9988	9/1/23	STEEL RIVERS COU	10310-G	458.00
9989	9/1/23	The DT Firm	10310-G	3,000.00
9990	9/1/23	TOTAL SP LLC	10310-G	70.00
9991	9/1/23	TUCKER ARENSBE	10310-G	7,776.00
9992	9/1/23	USA BLUE BOOK	10310-G	895.10
9993	9/1/23	VERIZON WIRELES	10310-G	416.57
9994	9/1/23	WEX BANK	10310-G	1,442.81
9995	9/6/23	POSTMASTER	10310-G	10,000.00
10055	9/20/23	A&H EQUIPMENT	10310-G	3,684.43

CMA MEETING Check Register For the Period From Aug 19, 2023 to Sep 20, 2023 Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
10056	9/20/23	AIR TECHNOLOGIE	10310-G	8,400.00
10057	9/20/23	AIRGAS USA, LLC	10310-G	298.44
10058	9/20/23	ALL PRO PITTSBUR	10310-G	200.00
10059	9/20/23	AMERICAN WATER	10310-G	799.40
10060	9/20/23	Bronder Technical Se	10310-G	481,500.00
10061	9/20/23	C. GREGG BOYCE	10310-G	200.00
10062	9/20/23	CertaSite, LLC	10310-G	806.70
10063	9/20/23	CINTAS	10310-G	296.27
10064	9/20/23	COMCAST	10310-G	1,762.54
10065	9/20/23	COUNTY HAULING	10310-G	19,168.69
10066	9/20/23	COX PIPING SUPPL	10310-G	1,075.02
10067	9/20/23	CSI Investigation	10310-G	371.00
10068	9/20/23	CTS Sports	10310-G	478.00
10069	9/20/23	DE LAGE LANDEN F	10310-G	140.00
10070	9/20/23	DRNACH ENVIRON	10310-G	4,985.00
10071	9/20/23	DUQUESNE LIGHT	10310-G	26,297.82
10072	9/20/23	ELIZABETH ELECTR	10310-G	560.86
10073	9/20/23	ENVIRONMENTAL S	10310-G	332.25
10074	9/20/23	FAGAN SANITARY S	10310-G	371.90
10075	9/20/23	FAYETTE PARTS SE	10310-G	94.74
10076	9/20/23	FAYETTE WASTE L	10310-G	70.60
10077	9/20/23	First National Bank	10310-G	3,109.51
10078	9/20/23	FNB Commercial Cre	10310-G	4,281.44
10079	9/20/23	HACH COMPANY	10310-G	349.15
10080	9/20/23	Invoice Cloud Inc.	10310-G	451.20
10081	9/20/23	JD PRINTING INC	10310-G	3,973.00
10082	9/20/23	JEFFERSON HILLS	10310-G	88.98
10083	9/20/23	KLH ENGINEERS, IN	10310-G	32,014.83
10084	9/20/23	LINK COMPUTER C	10310-G	1,436.15
10085	9/20/23	Madison National Life	10310-G	1,799.24
10086	9/20/23	MEIT	10310-G	29,222.44
10087	9/20/23	MODEL UNIFORMS	10310-G	620.39
- -			.30.00	020.00

CMA MEETING Check Register
For the Period From Aug 19, 2023 to Sep 20, 2023
Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
10088	9/20/23	NOGA SERVICES	10310-G	95.00
10089	9/20/23	PA AMERICAN WAT	10310-G	1,546.46
10090	9/20/23	PA DEPARTMENT O	10310-G	60.00
10091	9/20/23	PASTORE PLUMBIN	10310-G	1,400.00
10092	9/20/23	PENNSYLVANIA ON	10310-G	127.76
10093	9/20/23	Phase One Computin	10310-G	1,323.00
10094	9/20/23	Pioneer Research	10310-G	599.70
10095	9/20/23	BOWES BANK INC	10310-G	74.47
10096	9/20/23	PITNEY BOWES GL	10310-G	1,226.91
10097	9/20/23	PRECISION COPY P	10310-G	58.67
10098	9/20/23	PUMPMAN PITTSBU	10310-G	1,223.81
10099	9/20/23	Quill.com	10310-G	233.07
10100	9/20/23	SAMS CLUB/SYNCH	10310-G	254.95
10101	9/20/23	SHILOH SERVICE, I	10310-G	1,109.25
10102	9/20/23	SNYDER BROTHER	10310-G	3.35
10103	9/20/23	St Clair Medical Grou	10310-G	438.00
10104	9/20/23	The DT Firm	10310-G	3,000.00
10105	9/20/23	TUCKER ARENSBE	10310-G	7,534.00
10106	9/20/23	UNIVAR SOLUTION	10310-G	3,705.98
10107	9/20/23	USA BLUE BOOK	10310-G	1,297.92
10108	9/20/23	VAULT HEALTH	10310-G	212.73
10109	9/20/23	WAYNE CROUSE, I	10310-G	805,845.82
10110	9/20/23	Web-Makeovers	10310-G	150.00
Γotal				1,534,065.0

CMA Year to Date Income Statement Collection Budget to Actual or the Eight Months Ending August 31,

For the Eight Months Ending August 31, 2023 Percent of Year 58.33% (7 months /12 months)

Revenues \$ 665,845.18 \$ 1,000,000.00 334,154.82 6 Commerical Flat Rate \$ 80,550.99 146,600.00 66,049.01 5 Alleg Housing Flat Rate 76,800.00 115,200.00 38,400.00 6 School Flat Rate 14,400.00 21,600.00 7,200.00 6 USS Flat Rate 573,200.00 859,000.00 285,800.00 6 Total Debt Service Revenues 1,410,796.17 2,142,400.00 731,603.83 6 Total Consumption Revenues 814,991.77 1,207,200.00 392,208.23 6	pended 66.58 54.95 66.67 66.67 66.73 65.85 67.51 0.00 0.00
Total Consumption Revenues 814,991.77 1,207,200.00 392,208.23	67.51 67.51 0.00 0.00
	0.00 0.00
m . 1 cm	0.00
Total Consumption Revenues \$ 814,991.77 \$ 1,207,200.00 392,208.23	0.00
CTH Consumption Revenues \$ 0.00 \$ 0.00 CTH Debt Service Revenues 106,400.00 0.00 (106,400.00) CTH Penalty and Interest 0.00 0.00 0.00	0.00
Total Century Townhomes 106,400.00 0.00 (106,400.00)	0.00
Dye Test Fees - Plumber (1,020.00) 0.00 1,020.00 Dye Test - Application Fees 2,650.00 6,300.00 3,650.00 4 Lien Letter Fees 4,000.00 4,500.00 500.00 8 NSF Fees 733.00 200.00 (533.00) 36 Posting Fees - Terminations \$20 39,678.46 60,000.00 20,321.54 6 Magistrate & Legal Fees (531.00) 0.00 531.00 Notice Fee - \$15 (445.00) 0.00 445.00 Miscellaneous Income 0.00 500.00 500.00	91.85 0.00 42.06 88.89 66.50 66.13 0.00 0.00 0.00 0.27.47 0.00
Total Other Revenues 189,456.73 221,700.00 32,243.27	85.46
Total Revenues \$ 2,521,644.67 \$ 3,571,300.00 1,049,655.33	70.61
Billing Expense 33,815.12 52,500.00 18,684.88 6 Collection System Supplies 6,416.02 39,300.00 32,883.98 1 Equipment 29,107.44 3,000.00 (26,107.44) 97 Maintenance & Repair 9,229.99 138,963.00 129,733.01 Vehicle Expense 7,470.07 23,000.00 15,529.93 3 Utilities 16,385.96 32,500.00 16,114.04 3 Wages & Taxes 253,648.22 370,192.00 116,543.78 6 Employee Benefits 78,438.74 156,957.75 78,519.01 4 Conference & Memberships 2,508.61 11,700.00 9,191.39 2 Professional Services 78,072.88 99,000.00 20,927.12 3 Insurance 48,577.00 51,000.00 2,423.00 3	106.36 64.41 16.33 970.25 6.64 32.48 50.42 68.52 49.97 21.44 78.86 95.25 76.01
	66.93

Total Debt Payments

CMA

Year to Date Income Statement

Collection Budget to Actual
For the Eight Months Ending August 31, 2023
Percent of Year 58.33% (7 months /12 months)

		Current Year		Current Year	Remaining	Percent
		Actual		Budget	Amount	Expended
Debt Pmt City of Clairton		178,323.77		454,107.12	275,783.35	39.27
Debt Pmt (full bond)		396,276.03		1,213,196.85	816,920.82	32.66
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		893,815.47		0.00	(893,815.47)	0.00
Interest Expense		112,068.07	-	0.00	(112,068.07)	0.00
Total Debt Payments	•	1,580,483.34	_	2,248,379.47	667,896.13	70.29
Total Expenses		2,891,635.19		4,207,492.22	1,315,857.03	68.73
Over/Under Budget	\$ _	(369,990.52)	\$	(636,192.22)	(266,201.70)	58.16

CMA Year to Date Income Statement WWTP Budget to Actual

WWTP Budget to Actual
For the Eight Months Ending August 31, 2023
Percent of Year 58.33% (7 months / 12 months)

		Current Year Actual		Current Year Budget	Remaining Amount	Percent Expended
Revenues		1 10 00001		Daagot	1 Hillowitt	Emperiaca
Clairton Collecti/Debt Service	\$	893,815.47	\$	1,191,638.00	297,822.53	75.01
Jefferson Hills Debt Service		619,026.64		928,601.00	309,574.36	66.66
Petersan WWTP Debt Service		534,010.08		801,067.00	267,056.92	66.66
South Park Debt Service	_	97,594.38		144,394.00	46,799.62	67.59
Total Debt Service Revenues	_	2,144,446.57		3,065,700.00	921,253.43	69.95
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		751,187.04		1,250,000.00	498,812.96	60.09
South Park Operation/Maint		184,503.61		240,000.00	55,496.39	76.88
Total Consumption Revenues	_	2,285,737.79		3,365,000.00	1,079,262.21	67.93
Other Revenue	-					
Sludge Acceptance		100,806.90		250,000.00	149,193.10	40.32
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		49,531.56		9,000.00	(40,531.56)	550.35
Investment Interest		40,912.32		19,000.00	(21,912.32)	215.33
Capacity Fees		51,776.00		50,000.00	(1,776.00)	103.55
Total Other Revenues		259,296.23	_	340,000.00	80,703.77	76.26
Total Revenues	\$_	4,689,480.59	\$	6,770,700.00	2,081,219.41	69.26
Expenses				,		
Office Expenses	\$	6,244.53	\$	10,700.00	4,455.47	58.36
Treatment Supplies & Chemicals	*	91,644.28	Ψ	133,100.00	41,455.72	68.85
Treatment Sludge Disposal		187,782.19		315,000.00	127,217.81	59.61
Flow Monitoring Data & Fees		104,503.00		149,500.00	44,997.00	69.90
Equipment		35,853.93		818,369.75	782,515.82	4.38
Maintenance & Repair		48,509.30		185,000.00	136,490.70	26.22
Vehicle Expense		8,279.53		18,000.00	9,720.47	46.00
Utilities Utilities		274,419.27		343,000.00	68,580.73	80.01
Wages & Taxes		567,750.89		827,860.00	260,109.11	68.58
Employee Benefits		244,661.78				63.26
Conference & Memberships		8,130.50		386,726.25 24,000.00	142,064.47	
Professional Services				,	15,869.50	33.88
Insurance		109,395.22 68,593.00		230,500.00 90,000.00	121,104.78 21,407.00	47.46 76.21
Total Operating Expenses	_	1,755,767.42	-	3,531,756.00	1,775,988.58	49.71
Total Debt Payments			-			
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
Total Debt Payments	_	945,250.00		3,065,500.00	2,120,250.00	30.84
Total Expenses		2,701,017.42	-	6,597,256.00	3,896,238.58	40.94
Over/Under Budget	\$	1,988,463.17	\$	173,444.00	(1,815,019.17)	1,146.46
	-					

CMA Cash Account Monthly Summary As of: August 31, 2023

		Beginning Balance		<u>Deposits</u>		Disbursements		Ending Balance
-	g Accounts							
10320-T	FN-WWTP Depository	5,022,241.62	\$	5,256,246.60	\$	(5,533,587.90)	\$	4,744,900.32
10330-C	FN-Collection Depository	3,499,536.53		2,720,170.14		(3,267,565.57)		2,952,141.10
10311-G	FN-Payroll	4,667.78		832,819.52		(831,947.97)		5,539.33
10310-G	FN-Disbursements	130,024.10		10,372,235.66		(10,268,805.28)		233,454.48
Reserved	Accounts							
10331-C	FN-Collection City Pmts	182,450.03		0.00		0.00		182,450.03
10322-T	FN-OPEB	506,303.71		8,179.01		(100.00)		514,382.72
10321-T	FN-WWTP Capacity & Capital Im	2,593,855.07		94,456.78		(302.64)		2,688,009.21
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		1,288.19		0.00		81,018.86
	Total FNB Accounts	13,235,166.74	\$	19,285,395.91	\$	(19,902,309.36)	\$	12,618,253.29
Trustee A	Accounts							
10200-C	WF Series A - Construction	3.10	\$	0.08	\$	0.00	\$	3.18
10200-T	WF - Series B - Construction	287,867.37		6,711.45	-	(198,404.87)	•	96,173.95
10220-T	WF - Debt Service	314,023.33		2,713,401.54		(1,104,113.54)		1,923,311.33
10221-T	WF - Debt Service Reserve	2,894,475.16		727,515.48		(42,191.43)		3,579,799.21
	Total Trustee Accounts	3,496,368.96	\$	3,447,628.55	\$	(1,344,709.84)	\$	5,599,287.67
			•					1 00 000 00 1 0 0 000 00 00 00 00 00 00
	Grand Total	16,731,535.70	\$	22,733,024.46	\$	(21,247,019.20)	\$	18,217,540.96
			:				:	

August 2023 Sewer Billing Sewer Receivables

Sewer Receivables Service ALLF1 ALLF2 COTRY COLLE COMF RESF PRIOR SSRF USSF Billed Collection Flat usage Charge	Allegheny Housing Flat (Wylie) Allegheny Housing Flat (Reed) Century Town Homes Flat Rate Metered Sewer Collection Commercial Sewer Flat Rate Residential Sewer Flat Rate Prior Balances School Sewer Flat Rate USS Sewer Flat Rate	Charges \$ 8,050.00 \$ 1,550.00 \$ 13,300.00 \$ 17,346.38 \$ 12,896.75 \$ 85,689.12 \$ 1,800.00 \$ 71,650.00 \$ 16.00	Adjustments \$ (402. \$ (77. \$ (7,019. \$ (8,229.) \$ (8,229.) \$ (8,229.) \$ (8,229.) \$ (8,229.) \$ (8,229.) \$ (8,229.) \$ (8,229.)	(402.50) (77.50) (77.50) - (7,019.65) - (8,229.61)	Penalties \$ - \$ 665.00 \$ 1,876.73 \$ 1,767.23 \$ - \$ - \$ -	\$ 4,6 \$ 4,6 \$ 6,8 \$ 6,8		Discounts			Refunds	
TE	Metered Sewer Collection	\$ 97,346.38	\$ (7,019.65)	\$ 1,876.	73 \$	4,80					**************************************
SF	Commercial Sewer Flat Rate Residential Sewer Flat Rate	\$ 12,896.75 \$ 85,689.12		- 8,229.61)	\$ 171. \$ 1.767.	3 8	\$. \$.	\$ 74.72 \$ \$ 6.848.58 \$				
IOR	Prior Balances	⊹	❖	1	\$ -		∙s ·	\$ 0.01 \$	\$ 0.01 \$	\$ 0.01 \$ - \$	\$ 0.01 \$ - \$	· · · · · · · · · · · · · · · · · · ·
n Ri	School Sewer Flat Rate	\$ 1,800.00	\$	ı	٠		ţņ.	\$ ·		· · · · · · · · · · · · · · · · · · ·	₩ · · · · · · · · · · · · · · · · · · ·	₩.
ST	USS Sewer Flat Rate	\$ 71,650.00	ş	1	- \$		፠	\$ - \$	ς.	· · · · · · · · · · · · · · · · · · ·	\$	\$. S S
led Collection Flat usage Charge		\$ 16.00	\$	-	\$		₩.	\$ - \$	· \$	\$ - \$ - \$	\$ - \$	\$ - \$ - \$
!	Sewer Receivables Totals	\$ 292,298.25	\$ (1	(15,729.26)	\$ 4,480.56	: <u>-</u>	٠		٠	\$ 16,373.72 \$	\$ 16,373.72 \$	\$16,373.72 \$ - \$
Service	Description	Charges	Adjustments	_	Penalties	Į	Interes	Interest		Discounts	Discounts Refunds	Discounts Refunds
NSF Fee	NSF Fee	\$ -	\$	8	\$	1	- \$,	,	\$ -	- \$ - \$ -	- \$ - \$ - \$
POST	Posting Fee - Shut Offs	⊹		4,140.90	₩		ν. ·	1	1	1	1	1
lumOff	Water Turn Off Fee	⊹	⊹	720.00	٠ ج		፠	\$ - \$	· · · · ·	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
TurnOn	Turn On Fee	⊹	ş	600.00	÷.		₩.	\$ ·	·γ.	\$	· · · · · · · · · · · · · · · · · · ·	\$ - \$ - \$ 60.00
Magistrate & Legal Fees	Magistrate & Legal Fees	⊹	Ş	ı	\$		ᠰ	\$ - \$	·	·	· · · · · · · · · · · · · · · · · · ·	\$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1
	Sewer Direct Totals	.	₩	5,750.90	\$ -		ب	\$ · · \$			· · ·	· · ·
Sewer Summary												
Charges	\$ 797.798.75											
Adjustments	\$ (9,978.36)											
Penalties	\$ 4,480.56								-			
Interest	\$ 16,373.72											
Discounts	⊹											
Kelalias												
usted Receipts	\$ 2,636.46											
Current Balance	\$ 2,687,915,54	"	Total Re		\$ (280,618.4		8)	8)	8)	8)	8)	8)
Adjusted Receipts Receipts Current Balance	w w w	2,636.46 (283,254.94) 2,687,915.54	2,636.46 (283,254.94) 2,687,915.54	II	Total Receipts	Total Receipts	II	Total Receipts	Total Receipts	Total Receipts	Total Receipts	Total Receipts

- Collections crew fixed broken sewer line at dry run. Replaced approximately 10' of pipe. Line was broken after rain event and tree came down the hill and broke line.
- Jefferson Hills placed a catch basin at the top of Carnegie, collections dept is finishing up tying that catch basin into our catch basin in the Alley above N. 6th
- A&H in to replace warranty item on sweeper, also replaced main broom on sweeper.
- Issued a P.O. to Pumpman for JWC Bandscreens.
- Solicitor, Engineer, Brian, and myself are working together with Duperon to get a final agreement for payment of fine screen replacement cost.
- Testing results are in and being analyzed by KLH for groundwater plant at USS.
- Eric Planey from Drnach environmental was asked to do a flow study for the proposed Clairton Industrial Park.
- Brian Fleming and Myself signed up to take the Class E wastewater test for collection systems
- Sean Smith is now our Lab tech replacement for Faith. Ron Hodge started his employment with us on September 5th.
- Submitted projects to KLH for CBDG 50 grant.
- Would like to discuss replacing our backhoe, current one is 12 years old.
- KLH, Solicitor, and myself met with Peoples gas at their facility.
- Plant upgrade is moving along nicely



CLAIRTON MUNICIPAL AUTHORITY

Consulting Engineer's Report September 21, 2023

ACTIVE ITEMS

Phase II Uparade Project

Construction meeting was held on September 12, 2023. Upstream Committee meeting was canceled.

Wayne Crouse submitted their Pay Application No. 15, in the amount of \$1,862,271.98 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. 12, in the amount of \$130,477.50. This pay application includes conduit/wire procurement and installation and equipment procurement. KLH has reviewed, and we recommend Board approval for submission to PENNVEST. The \$200,000 H2O Grant reimbursement from the Commonwealth Finance Authority has been received by CMA. This grant was used to cover all of Bronder's Pay Application No. 10 and part of No. 11, both of which were paid out of CMA reserve funds.

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 shop drawings provided by JWC. The only comment left to be resolved is effluent water demand and pressure requirements. Booster pumps will be required to supply JWC's design demand. JWC has committed to covering the cost of these booster pumps, however they are reevaluating their design to determine if the demand can be reduced.

KLH provided JWC shop drawings to Wayne Crouse to obtain an estimate for the mechanical installation. We will need to complete design for rerouting of the effluent water piping to accommodate the new screens. This design will be completed after approval of the JWC revised shop drawings, and design drawings will be provided to Wayne Crouse so that they can finalize their quote. KLH is working on electrical design drawings to provide Bronder for their quote.

CMA, Solicitor McTiernan, and KLH met with Duperon on September 6 to continue the contract negotiation. Duperon said that they remain committed to covering costs associated with replacement of their screens, however they are not willing to pay any costs for items that were not part of the original scope. Duperon indicated that they should be willing to transfer 90% of the JWC equipment procurement cost (\$591,646.50) into an escrow account to cover payments after submittal approval (30%) and after receipt of delivery (60%). They also indicated that they should be willing to transfer fundings matching the installation quotes from Wayne Crouse and Bronder, such that CMA has the funds available to pay the contractors as pay applications are received. The intent is for the contractors to invoice on a time and materials basis. Duperon does want to be involved with reviewing work completed and all pay applications to ensure that they are not paying for out-of-scope work.

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 10th Street and 3rd 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 388-B in the amount of \$22,962.73 is presented for Board approval. This requisition includes invoices from KLH for construction administration, construction inspection, and Phase II Oversite Committee for August.

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 proceeding with final 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, however this evaluation has been put on hold.**

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.

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,

Almkl

Joseph M. Gianvito, P.E.

APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor Architect Distribution to: Owner 5 8/31/2023 2019-01 Invoice #: 479-15 Application No. : Contract Date: Project Nos: Period To: 479- Clairton Wastewater Upgrades Phase 2 KLH Engineers Via Architect: Clairton WWTP Upgrades Phase 2 To Owner: Clairton Municipal Authority Pittsburgh, PA 15204 3370 Stafford Street From Contractor: Wayne Crouse, Inc. 1 North State Street Clairton, PA 15025 Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Confractor certifies that to the best of the Contractor's knowledge,

		The undersigned Contractor certifies that to the best of the Contractor's knowledge
Application is made for payment, as shown below, in connection with the Contract. Confinuation Sheet is attached.		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 issu	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
1. Original Contract Sum	\$28 494 000 00	herein is now due.
2. Net Change By Change Order		CONTRACTOR: Wayne Crouse, Inc.
3. Contract Sum To Date		***
4. Total Completed and Stored To Date		By: Just 15 sent Date: 8/24/2023
5. Retainage:		James Berry, Controller
a. 10.00% of Completed Work.	State	State of: Pennsylvania County of: Allegheny
b. 0.00% of Stored Material \$0.00	Subs Nota	Subscribed and swom to before me this 24th day of August, 2023 Notary Public: 1 young K Baran
Total Retainage	My C \$1,542,719.19	Commonwez
6. Total Earned Less Retainage	\$13,884,472.41 ARC	CHITECT'S CERTIFICATE FOR PAYMENT COmmission expires 20, 2020
7. Less Previous Certificates For Payments	In ac comj \$12,022,200,43.	In accordance with the Contract Documents, b <u>ased or or or the bisselveners and the relations</u> comprising the above application, the Architect destingeste the solve application, the Architect destingeste the solve and the bisself of the Architect and the solve and the solve and the solve architects are not a solve and the solve are not a solve and the solve architecture.
8. Current Payment Due		the quality of the Work sin accordance with the Contract Documents, and the Contractor is entitled to navment of the AMOI INT CEPTRIEF.
9. Balance To Finish, Plus Retainage	\$14,792,397,59	
		AMOUNT CERTIFIED \$1 862 071 08

Siller 24th	Commonwealth of Pennsylvania - Notary Seal	Lynne K. Baran, Notary Public Allegheny County	y commis of officiality	Nork has pr
By: Auril & Left James Berry, Controller State of: Pennsylvania Subscribed and swom to before me this	 1	8	ARCHITECT'S CERTIFICATE FOR PAYMENY commission expires June 20, 2023 In accordance with the Contract Documents, based or CORDINIES BOOD number 1006429 comprising the above application, the Architect destines the payanal payable 13 to 2007.	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 \$1,862,271.98

(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 configur with the amount certified.)

\$0.00 \$0.00 \$0.00 Deductions \$174,920.00 \$7,950.00 \$182,870.00 \$182,870.00 Additions TOTALS Net Changes By Change Order CHANGE ORDER SUMMARY Total changes approved in previous months by Owner Total Approved this Month

This Certificate is not regardable. 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. Date: 09-06-2028 ARCHITEOT

Application and Certification for Payment, containing Contractors signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line ite.

Application Date: 08/24/23

Application No.:

Jse Columi	Jse Column I on Contracts where variable retainage for line items may apply	for line items m	ay apply.			**************************************	<u>ا</u>		
Invoice #:	: 479-15 Contract:	479- Clairton	479- Clairton Wastewater Upgrades Phase 2	rades Phase 2		Architects	Architect's Project No.:	2019-01	
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Item	Description of Work	Scheduled	Work Completed	upleted	Materials	Total	*	Ralance	Potoinage
No.	e e e e e e e e e e e e e e e e e e e	Value	From Previous Application	This Period In Place	Presently Stored	Completed and Stored	(o / o)	To Firmsh (0-6)	Distribution of the state of th
		ten de part en en	(i) (i) (i)		- 15-14-1-10	To Date	den nelste	,	levingførder og
					(Not in D or E)	(0+5+1)			Begringt versus
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5		183,750.00	183,750.00	00.0	00.0	183,750,00	100.00%	00.0	18.375.00
72		183,175.00	183,175.00	00.00	0.00	183,175.00	100,00%	000	18317.50
20		39,270.00	39,270.00	0.00	0.00	39,270.00	100.00%	000	3.927.00
25	Field Offices.	75,000.00	35,250.00	1,500,00	0.00	36.750.00	49.00%	38 250 00	3.675.00
39		300,000.00	144,000.00	9,000.00	00.0	153,000,00	51.00%	147.000.90	15,300,00
32		20,000,00	7,000.00	0.00	0.00	7,000.00	35.00%	13,000,00	700.00
40		21,800.00	7,630.00	3,270.00	0.00	10,900.00	50.00%	10,900,00	1.090.00
45		15,600.00	4,368.00	312.00	000	4,680.00	30,00%	10:920.00	468.00
50		35,840,00	10;752.00	3,584.00	0.00	14,336.00	40.00%	21,504,00	1.433.60
99	As-Builts/O&M's	10,000.00	0.00	0.00	00.00	0.00	0.00%	10,000.00	0.00
09	Demobilization	15,000.00	0.00	00:0	00.0	0.00	9000	15,000.00	800
93	SHOP DRAWINGS	00.0	00.00	0.00	00.00	00.00	0.00%	0.00	00.0
22		10,000,00	10,000,00	00.0	0070	10,000.00	100.00%	0.00	1,000.00
72		1 1	- C C C C C C C C C C C C C C C C C C C	i i	3	;			
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C G		74,000,00	4,000.00	On'o	3	/4,000.00	100.00%	900	7,400.00
<u> </u>		24,900.00	24,900.00	0.00	0.00	24,900.00	100.00%	0.00	2,490,00
S	Membrane Bioréactor Equipment (MMBR)	239,800,00	239,800.00	00.0	00.00	239,800,00	100.00%	0:00	23,980.00
100		256,500.00	256,500.00	00.0	00.00	256,500,00	100.00%	00.00	25,650.00
105		96,500.00	19,300.00	19,300.00	00.00	38,600.00	40.00%	57,900.00	3,860.00
110		63,600.00	63,600.00	0.00	00.0	63,600.00	100.00%	00.0	6,360.00
75	Miscellanous Shop Drawings	30,000,00	27,000:00	00'0	00.00	27,000.00	%00.06	3,000:00	2,700.00
120	SITE WORK	0.00	00:00	0.00	000	0.00	0.00%	00'0	0.00
125	Surveying	99,750,00	74,812,50	7,980.00	0.00	82,792.50	83.00%	16,957.50	8,279.25
130		12,600.00	12,600.00	0.00	000	12,600.00	100,00%	00.00	1,260,00
135	Topsoil & Site Grading	68,250.00	00.00	0.00	0.00	0.00	0.00%	68,250.00	00.0
140	Aggregate Walkways	36,750.00	00'0	0.00	000	0.00	0.00%	36,750.00	0.00
145		47,250.00	00:0	00.00	00.00	00'0	0.00%	47,250.00	0.00
		210,000.00	140,700.00	0.00	00'0	140,700.00	%00.79	69,300.00	14,070.00
	Filter Socks and Inlet Bags	15,750.00	14,175,00	90.0	00.0	14,175.00	-90.00%	1,575.00	1,417.50
160	Shoring	131,250.00	128,625:00	0,00	00.00	128,625.00	98:00%	2,625.00	12,862.50

								Page 3 of 6	
Application Contractor's	Application and Certification for Payment, containing Contractor's stoned certification is alta-shed.	Sui				Appl	Application No.:	15	
In tabulation Use Columi	In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.	est dollar. for line items n	nay.apply.			Applic	Application Date:	08/24/23 08/31/23	
Invoice#:	: 479-15 Contract:	479- Clairfor	479- Clairton Wastewater Upgrades Phase 2	rades Phase 2		Architects	Architects Project No.:	2019-01	
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Item	Description of Work	Scheduled	Work Completed	peteldu	Materials	Total	36	Rainmo	4
o Z		Value	From Previous Application	This Period In Place	Presentily Stored	Completed and Stored	(G.ľ.ō)	To Finish (C-G)	Nedalisage
			<u> </u>		j	To Date			
165	Bulk Excavation & Stone Base	105,000,001	89 250 001	000	(NOT IN DOKE)	(D+E+F)	2000 10	1	
170		113,400,00	71,442,00	000	000	71,442,06	82.00%	15,750.00	8,925.00
175		52,500.00	0.00	0.00	000	00.0	8000	41,330,00	744.20
180		148,500.00	00.0	00.0	0.00	00:0	0.00%	148 500 00	000
185		15,750,00	00.00	00'0	00.0	00'0	0.00%	15,750,00	000
190		10,600.00	00.0	00.0	00.0	0.00	0.00%	10,600,00	00:0
(S)		472,500.00	302,400.00	80,325.00	0070	382,725.00	81.00%	89,775.00	38,272,50
200		26,250.00	9,187,50	3,412.50	00:0	12,600.00	48.00%	13,650.00	1,260.00
CU2		26,250.00	6,562.50	3,937.50	00.0	10,500.00	40.00%	15,750,00	1,050,00
77.0		150,100.00	82,555.00	7,505,00	0.00	00:090:06	60,00%	60,040.00	9,006.00
272		29,300.00	24,905.00	000	00.0	24,905.00	82.00%	4,395,00	2,490.50
777 332		47,250.00	00.0	0.00	00.00	0:00	%00.0	47,250,00	0.00
077		65,300.00	39,180.00	0.00	0.00	39,180.00	60.00%	26,120.00	3,918.00
732		72,500,00	00.0	0.00	00.00	0.00	0.00%	72,500.00	0.00
0.65		9,530.00	5,718.00	3,335,50	0.00	9,053.50	95.00%	476.50	905.35
240	****	00.086,11	2,585.00	00.00	000	8,685.00	75.00%	2,895,00	868,50
247 C 750	Den .	131,390,00	65,635.00	00.0	000	65,695.00	20.00%	65,695,00	6,569.50
720		230,020.00	126,511.00	000	900	126,511.00	55,00%	103,509,00	12,651.10
790		00,502,14	74,759.00	14,442.75	200	39,201.75	95:00%	2,063,25	3,920.19
280	CCT Displace	4,080.00	4,55U.UU	00.0	0.00	4,680,00	100,00%	0.00	468.00
270		00.015,001	02,039,40	00.0	20.0	33,689.20	32.00%	71,610.80	3,369,92
27.0	יייין אַ נוּנוּיַלְּייִין	0.00	0.00	0.00	00.0	00.0	0.00%	0.00	0.00
273	WDK Janks	00.000,676,7	425,250.00	315,000,00	00.0	740,250.00	47.00%	834,750.00	74,025.00
20 1		194,250.00	184,537.50	00.0	00.0	184,537,50	95.00%	9,712.50	18,453,75
782		52,500,000	52,500.00	0.00	0.00	52,500.00	100.00%	0.00	5,250.00
2 18		94,500.00	00,000	000	8 6	94,500.00	100.00%	0.00	9,450.00
65 5		94,500.00	94,500.00	0.00	0.00	94,500,00	100,00%	00.0	9,450.00
		52,500.00	52,500.00	00.0	0,00	52,500.00	100.00%	0.00	5,250,00
		42,000.00	42,000.00	8	0.00	42,000,00	100.00%	00.00	4,200.00
310		52,500,00	00.0	0.00	0.00	0.00	.0.00%	52,500.00	0.00
615 273		147,000.00	0.00	000	00.0	0.00	%00.0	147,000,00	0.00
026	Cilident water Storage Tarik	455,750,00	00.678,712	0.00	100.0	217,875,00	50.00%	217,875,00	21,787,50

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.

13 Application Date: 08/24/23 Application No.:

A	В	U	G	ш	ju				
Item	Description of Work	Scheduled	Work Completed	npleted	Materials	D Type		Ξ.	
Ó		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date:	8.6	Balance To Finish (C-G)	Retainage
			***************************************	· •••	(Not in D or E)				end (PALAN
325		378,000.00	378,000.00	0.00	000	378 000 001	400 000	c c	27 000 50
330	Clarifier Splitter Box	155,400.00	155,400,00	00.0	0.00	15E 400 00	100,002e.	00.0	37,800.00
335	Headworks Building Curb	23,100.00	23,100,00	800	00.0	22,400,00	100.00%	0.00	15,540.00
340	Chlorine Tank Additions	288.750.00	UUU	8 6	9	23,100.00	%00.001	8.5	2,310,00
345		567 000 00	00:00	900	0.00	0.00	0.00%	288,750.00	0.00
350		630,000,00	346 500.00	0,00	00.0	567,000.00	100.00%	0.00	56,700.00
355		52.500.00	42,000,00	0000	000	359,100.00	57,00%	270,900.00	35,910.00
		20.000.50	12,000,00	on:n	00.0	42,000.00	80.00%	10,500.00	4,200.00
360		20,050,00	0.00	0.00	0.00	00.00	0.00%	20.050.00	8
305		53,200.00	00.0	00.00	00.00	00:00	0.00%	53 200 00	- C
Q .		678,250.00	203,475.00	6,782.50	00'0	210.257.50	31,00%	467 992 50	27 200 10
375		18,300.00	00.00	0.00	0.00	00'0	8000	18 300 00	00.0
380		14,150.00	00'0	0.00	00.0	900	7,000 n	14 150 00	3 8
385		372,420.00	59,587,20	0.00	000	59 587.20	16.00%	00.000.000	0.00
330		0.00	0.00	0.00	00.0	000	2000	012,002,00	2,500,72
395		110,000.00	110,000,00	0.00	00:0	110 000 011	30000	200.0	74 0000
400		12,875.00	00.00	0.00	00.0	00.0	0.00%	12 875 00	00,000,11
			-)		8,000	00.670,21	2003
8		106,800.00	106,800.00	0.00	00.00	106,800.00	100.00%	00:0	10.680.00
410	•	6,700,00	1,340.00	00:00	0.00	1,340.00	20.00%	5.360.00	134.00
415	nistaliauon Clarifiers - Material	151.000.00	C	E	Ç	c c	, god		
420		225,400.00	00.0	0.00		3 6	%00.0	725 400 500	000
1	Material			-	†	}	2	00.00-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	5
425		344,900.00	0.00	00:0	0,00	0.00	%00°0	344.900.00	000
430		261,000.00	261,000.00	0.00	0,00	261.000.00	100 00%	ט ט	25.100.00
435		33,750,00	00:0	0.00	0.00	0.00	0.00%	33 750:00	00.0
440		224,100.00	224, 100.00	00.00	0.00	224,100,00	100.00%	00.0	20.02
445		60,530.00	30,265.00	0.00	0.00	30,265,00	50.00%	30.265.00	3,026,50
450	MEMBRANE BIOREACTOR FOLIPMENT (MAMBR)	000	0.00	00.0	0.00	0.00	0.00%	00.0	00.00
455		730,275.00	730,275.00	0.00	0.00	730,275,00	100 00%	U.U.	73 027 50
460	Procurement	60,400.00	36,240,00	0.00	0.00	36.240.00	80.00%	24 160 00	3 624 00
465	IOM Manuals	52,200.00	00.0	0,00	0.00	0.00	0.00%	52 200.00	0.00
470	Control System Programming	55,000.00	0.00	00.00	00.00	0.00	0.00%	55,000.00	00.0

Page 5 of 6

Ü

Application No. :

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 frems may apply.

479-15 Invoice #:

Contract: 479- Clairton Wastewater Upgrades Phase 2

Application Date: 08/24/23 To: 08/31/23

	2019-01
5	Architect's Project No.:

٧	В	S	a	ш	L.	Ø		1	,,,,,
Item	Description of Work	Scheduled	Work Completed	npleted	Materials	Total	%	Balance	Refainage
Ö.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G/G)	To Finish (C-G))
					(Not in D or E)	(D+E+F)	21. quadrana		
475	Installation QC, Mech Check & Training	52,000.00	0.00	0.00	00.00	00.0	%00.0	52,000,00	0.00
480		140,000.00	00.0	0.00	00.0	0.00	0.00%	140 000 00	ç
485	MMBR Equipment	3,664,085,00	1,099,225,50	989,302.95	0.00	2,088,528,45	57.00%	1,575,556,55	208 852 85
490	Membrane System (WTA) Order Placement	697,900.00	628,110.00	00.00	00.00	628,110.00	%00.06	69,790.00	62,811.00
495		3,275,600.00	884,412.00	458,584.00	0.00	1,342,996.00	41.00%	1.932 604 00	134 299 60
200	MBR System - Installation	948,600.00	0.00	0.00	0.00	0.00	0.00%	948,600,00	00.0
505	Composite Sampler	11,200.00	0.00	0.00	0.00	00:00	0.00%	11,200,00	0.00
510		253,500.00	00:00	00.0	0,00	0.00	0.00%	253,500.00	00.00
515		163,800.00	163,800.00	0.00	0.00	163,800.00	100.00%	0,00	76,380.00
920		63,540.00	44,478,00	0.00	0.00	44,478.00	70.00%	19,062,00	4,447.80
525		00.00	00.0	0.00	0.00	00:00	%,0000	00.0	00:00
530	HEADWORKS BUILDING	00:00	0.00	000	00.00	00:00	%00.0	000	0.00
535		3,610.00	3,610,00	00:00	00.00	3,610.00	100.00%	000	361.00
540		19,980.00	19,980.00	00.0	0.00	19,980.00	100.00%	00.00	1,998:00
		7,755.00	7,755.00	0.00	00.0	7,755,00	100.00%	0.00	775.51
		00:0	00.0	0.00	0.00	00'0	%00.0	0.00	00:00
	Drains	31,970,00	26,535.10	0.00	0.00	26,535,10	83.00%	5,434.90	2,653.51
560		944,180,00	236,045.00	66,092.60	00.00	302,137.60	32.00%	642,042.40	30,213.76
565	Return Activated Sludge	1,087,015,00	978,313.50	0.00	0.00	978,313,50	%00.06	108,701,50	97,831.35
270		126,960,00	27,931,20	00.00	00.0	27,931,20	22:00%	99,028.80	2,793.12
575		58,290,00	52,461.00	000	0.00	52,461.00	30.00%	5,829.00	5,246,10
280		6,520.00	6,520,00	00:00	0.00	6,520.00	100.00%	00:00	652.00
282		2,230.00	2,230.00	000	00.0	2,230.00	100,00%	00:0	223:00
290		808,280.00	404,140.00	40,414,00	0.00	444,554,00	55:00%	363,726.00	44,455.40
295	Permeate	911,970,00	264,471,30	00:00	000	264,471,30	29.00%	647,498.70	26,447.13
		6,060,00	1,515.00	00.0	00.00	1,515,00	25,00%	4,545,00	151.50
905	Air Exhaust	5,700.00	0.00	00.0	00.00	00.0	0.00%	5,700.00	0.00
610	Effluent Water	15,130,00	00:0	00.0	00.00	00:0	0.00%	15,130,00	0.00
615	Citric Acid System	22,600.00	00.00	00:0	00.00	00.00	0.00%	22,600.00	0.00
920	Sodium Hypochlorite.	22,450.00	0.00	00.0	00.00	000	0.00%	22,450.00	00.00
625		4,150.00	00.0	00.0	0,00	00.0	%00.0	4,150.00	00.0
630	EFFLUENT WATER STORAGE TANK	00.0	00:0	0.00	0.00	00.0	%00.0	00.0	0.00

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.

479-15

Invoice #:

Contract: 479- Clairton Wastewater Upgrade

Application Date: 08/24/23
To: 08/31/23

Application No.:

es Phase 2		Architect's	Architect's Project No.:	2019-01	
П	ļ.	9		æ	
ted	Materials	Total	%	Balance	Reta
his Period	Presently	Completed	(G/O)	To Finish	
In Place	Stored	and Stored To Date	gętjuster Któż rokum	(O-O)	
	(Not in D or E)	(0+至+0)		dia	
13,764.80	00.00	19,664.00	80.00%	4,916.00	43
0.00	0.00	224,470.80	%00:69	100,849.20	Ŋ
00.00	0.00	00:00	0.00%	21,850.00	
00:0	0.00	0.00	0.00%	3,875,00	
00:00	00.00	00.0	0.00%	00.00	
1		.i.			

Ą	В	С	D	E	ı	9		H	Territo.
Item	Description of Work	Scheduled	Work Completed	npleted	Materials	Total	%	Balance	Refainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G/B)	To Finish (C-G)	erializaren idaren elektroar elektroar elektroar elektroar elektroar elektroar elektroar elektroar elektroar e
			an observe		(Not in D or E)	(D+E+E)		dinie -	†-10-76-76-7
635	Drains	24,580.00	5,899.20	13,764.80	00.0	19,664.00	80.00%	4,916.00	1,966.40
640	Permeate	325,320,00	224,470.80	0.00	0.00	224,470.80	%00:69	100,849,20	22,447.08
645	Effluent Sample Piping	21,850,00	000	00.00	000	00:00	%00.0	21,850.00	00.00
650	Sample Piping	3,875.00	00.0	00:0	0.00	0.00	0.00%	3,875,00	00.00
655		00.0	00.0	00:0	0.00	00.00	0.00%	00.0	00.0
099	Drains	21,410.00	00'0	00.0	0.00	00:0	0.00%	21,410,00	0.00
999	Blower Air	123,880.00	00.0	0.00	0.00	00:00	0.00%	123,880.00	00.00
0/9	Sump 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	53,858.00	0.00	0.00	53,858.00	20.00%	215,432,00	5,385.80
089		4,290.00	0.00	00.0	00'0	0.00	0.00%	4,290.00	00:00
685	Potable Water	3,050,00	0.00	0.00	000	00:0	0.00%	3,050,00	00.0
069	Influent	671,090.00	402,654.00	0.00	00'0	402,654,00	.800.09	268,436.00	40,265.40
695	Drain Pumps S&D	75,610.00	0.00	00:00	00.0	0.00	%00.0	75,610.00	00.00
7007	Sodium Bisulfite	10,7770.00	0.00	0.00	0.00	00.0	0.00%	10,7770,00	0.00
705		00.00	0.00	00.00	0,00	0.00	0.00%	0,00	00.00
710	Drains	22,450.00	11,225.00	0.00	000	11,225.00	20.00%	11,225.00	1,122.50
715	Effluent	53,460.00	00.0	00:0	0.00	00:0	0.00%	53,450.00	00.0
720	MISCELLANEOUS	00.00	00.0	000	0.00	00.00	%00.0	00.00	00.0
725	HVAC	206,570,00	72,299.50	00.0	0.00	72,289.50	35.00%	134,270.50	7,229.95
729	Allowances	00.0	00.0	00:0	0.00	0,00	200%	0,00	00:00
730		25,000.00	13,057.00	00'0	00:00	13,057.00	52.23%	11,943.00	1,305.70
732		90,650.00	0.00	00.00	0:00	00.00	0:00%	90,650.00	00.00
733		37,300.00	33,570,00	00.0	000	33,570,00	%00.06	3,730,00	3,357.00
73.		72,050:00	36,025,00	00.0	0.00	36,025,00	50.00%	36,025.00	3,602,50
740		174,920:00	157,428.00	8,746.00	0.00	166,174.00	95.00%	8,746.00	16,617,40
750	CO 2 Additional Permeate Vent	7,950.00	00.00	00.0	00.00	00.0	0.00%	7,950,00	00.00
	Piping				***************************************	, (to tary me	
		***************************************					**************************************		
		- MA-4-1- 1864 1		- Language Pr. Pri			naline er vern	anaerd byjek	
		elinet eriler	·····		**************************************	er indentil	ment berke		
		· · · · · · · · · · · · · · · · · · ·	angirmum (f dalminings) og p		·		and was to a	***************************************	
	John Thinne	28 272 870 00	43 258 000 50	2 059 491 10	DO:0	15 427 191.60	53.80%	13,249,678.40 1,542,719.19	1,542,719.19
	Grand Joiens	70°010°010°07	norman incorect	Z,000,101,10	200	2000 200 200 620			

AFFIDAVIT OF PAYMENT

RELEASE OF LIENS

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.

By James Berry

Lynne K. Baran

Title Controller

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273/2019-01,02

F-15

Commonwealth of Pennsylvania) | SS:

personally agreed who who was the facts and 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 hest of his/her knowledge, information and belief.

Sworn to and subscribed before me this 24h day of August 2023.

24lbray of August , 2023 .

Commonwealth of Pennsylvania - Notary Sea Lynne K. Barah. Notary Public Lynne K. Barah. Notary Commission mumber 1006428

Ny Commission Barah. Sea Lynne Lynne Lynne Lynne Lynne K. Barah. Notary Pennsylvania Association of Notaries Rember, Pennsylvania Association of Notaries

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273/2019-01,02

F-16

HALLIDAY PRODUCTS

Halliday Products, Inc. 1705 6401 Edgewater Dr. Orlando, R. 32810 P: 407-298-4470 F: 407-298-4534 Sales@HallidayProducts.com

INVOICE NUMBER

Sage 1/1.

00099825

Date: 07/27/2023

Printed by: Mackena 08/03/23 10:30 Previous Doc 00099825

SHIPPED TO:	WAYNE CROUSE INC	1 N STATE STREET		150Z	a D	Contact	ERIC BRICKETT FO (412) 292-5525		No. Charles
Purchaseronder 3793104 mg/	I'P Salesman: ZACH HALLIDAY	Payment Terms: NET 30 - EMAIL	Note: A 3.5% Service Fee is Applied to all JOBSTTE DELIVERY Oredit Card Payments	Date Shipped: 07/26/2023	Ship Method: ODFL	Tracking # 05707547195	Packāges: 1 Weight, 654	Job Tau / Reference:	10PGRADES PHASE 2
BILL TO: WAY5216	WAYNE CROUSE INC	PITTSRIBGH DA 15204				US	PHONE (412) 771-5176	FAX: (412) 771-2357	fvogt@waynecrouse.com

Sub Total Unit Price

> Description 072072CBD-

> > W2S ACCESS F&C

OTY Item Number

2,230.00

4,460.00

AUE - 3 2023

2 lairton 479

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O 77

#370 ITEM #370

4460.00 / 757.41 \$5217.41 Subtotal 3740 00 ONLY) EXEMPT TOTAL AMOUNT DUE

Thank you



Invoice 100208

Date:	2023-08-31	Vendor	MMBR Systems, ILE
Doe-date:	2023-09-30	Address	2305 Donley Drive, Suite 114
Castomer	WAYNE CROUSE, INC	Phone	יייייייייייייייייייייייייייייייייייייי
सिर्ह्माणु address:	3370 STAFORD STREET PITTSDURGH PA 15204	Email	marvinleyba@minbrsystems.com
Shipping address:	ERIC BRICKET WATER CROUSE, INC IL M STATE STREET CLARKTON PA 15025 USA		
Order	CO00028		
Reference:	CLAIRTON, PA WMTP		

BLOWER, PD PACKAGE, 12" SHIPPED AUGUST 2023	, AES	\$ 629,326.43
PROBE_TURBIDITY_W/TRAVISIVITIER SHIPPED AUGUST; 2023	A EA	\$29,772.60
instruments, Hach, Warranny Extension Shipped August 2023	15.5	\$ 4,542.75
PUMP, PROSRESTIVE CAVITY, 2.5 TIVIZ TOIS, FLANGED SHIPPED AUGUST 2023	NET.	\$ 18,036.48
PUNA, ROTARY LOBE, 16"IN/10"DIS, FLANGEIS Shiffped August 2023	136	\$ 210,893.22
PUMP, SHIPPING, VOČELŠANG SHIPPED AUGUST 2023	15. 10.	\$1,416.36
PUMP, INVOLIT CORNECTION CHANGE, VOCELSANG SHIPPED AUGUST 2023	154	\$ 2,640.00
Totalt	22.54	\$ 896,627.84
Tax		
Total including tax:		\$ 896.627.84

ITEM # 485

NOTES. -THIS IS A REGRESS INVOICE FOR CUSTOMER PO 434-1001, FOR EQUIPÄENT DÉTIVEND. AND SHIPPED TO THÉ JOÉSTIE PER PÄY APPLICATION #6., -45 REQUESTED BY PRED WOGT, ATTACHED WITH THIS INVOICE ARE THE SUPPLIER INVOICES FOR REFERBÉNCE,

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!



Compressed air, gas and vacuum solutions

Aerzen USA Corporation 108 Independence Way Coatesville, PA 19320-1653 USA

Microdyn MBR Systems LLC. 2305 Donley Drive Suite 102 AUSTIN, TX 78758 USA

order-usa@aerzen.com www.aerzenusa.com Phone: 610-380-0244

Invoice

No.: Date:

Our Reference: Shipment Date

SPI-23-000629 08/14/23. 02/10/24 SO-22-00290 08/14/23 180 days net

Payment Terms:

21-06485 PO00103-REV9

Page 1/1

Your account no.: Your Document No.:

ltem Description

Pos.

Line Amount USD 28,044.85 Unit Price USD 28,044.85 Quantity Unit of M.

28,044,85

5% DUE UPON STARTUP, NOT TO EXCEED 180 DAYS AFTER
Amount USD

Package Tracking No.

Silo 101813 and 101814.

Ship-to Address:
Wayne Crouse, Inc.
C/O: Eric Brickett
1 N State Street
CLAIRTON, PA 15025
USA

COBAUSSX

EUR Payments - Wine
Committabenk: AG
Intermediany Bank: COBADÈFF
150113806800EUR
CORAUSSX
rémitlanice-usa@aerzen.coth USD Payments - Lickbox Aerzan USA Corp PO Box 21920 New York, NY 10087-1920 USA, USD Payments - ACHMine
JP Morigen Chase
(ZPIKIND21
250055383
CHASUSS3
remitance-usa@aerzen.com

Bank Roufing Account No S/MF-T Remittance email



Compressed air, gas and vacuum solutions

Aerzen USA Corporation 108 Independence Way Coatesville, PA 19320-1653 USA

Microdyn MBR. Systems 1LC. 2305 Donley Drive Suife 102 AUSTIN, TX 78758 USA

order-usa@aerzen.com www.aerzenusa.com Phone: 610-380-0244

Invoice

SPI-23-000627 08/14/23 09/28/23 SO-22-00/290 08/14/23 Date: Due:

Our Reference: Shipment Date Payment Terms:

Net 45 days

21-06485 PO00103-REV9 Your account no.: Your Document No.:

Page 1 / 1

Line Amount USD 448,717.50 Unit Price USD 448,717.60

448,717.60

Amount USD

80% DUE UPON 160% EQUIPMENT DELIVERY, NET45 DAYS

Unit of M.

Quantity

Item. Description

Pos.

2

Package Tracking No.

Silo 101813 and 101814

Ship-to Address:
Wayne Crouse, Inc.
C/O: Eric Brickett
1 N State Street
CLAIRTON, PA 15025
USA
USA

COBAUSSX

USD Payments - Lockbox Aerzen USA Corp PO Box 21920 New York, NY 17087-1920 USA

EUR Payments - Wire Commerzbank AG Internetiary Bank; COBADEFF Internetiary Bank; COBADEFF COBAJISSX (entitlative-usa@erzen.com

USD Payments - ACHIMire
JP Mörgan Chase
Rothbrouch
250056393
CHASUS33
remitance-usa@aezzen.com Bank Rouling Account No SWIFT Remittance email



Be Right

POETACH TOP PORTION AND RETURN WITH PAYMENT TO:

Hach Company 2207 Collection Center Drive Chicago; II. 60693 Phone: (800) 227-4224

INVOICE NUMBER 13670964 DATE: 07/25/2023 Page: 1

TOTAL: \$25,996.48

Have you ordered online? Order at WWW.HACH.COM

	DATE: 07/25/2023			Net 30 Days From Invoice Date				Remit to:	Hach Company Z207 Collection Center Drive Chicago, II., 60683 Phoner (800) ZZI-4224
Original	13670964	PO00134		Net 30 Days Fi			40321091	320208810-4	·
HERE	INVOICE NO 13670964	PURCHASE PO00134	NUMBER	TERMS	FREIGHT	CARRIER	ACCOUNT	REF. NO.	
DETACH HERE		And the second s	MICRODYN MBR SYSTEMS, LLC	MICRODYN MBR SYSTEMS, LLC2305 DONLEY DR.SUITE 102 AUSTIN, TX 78758-4535 United States		Sort Seg. 7	WAYNE CROUSE INC.	INSTATEST	CLAIRTON, PA 15025 United States

00-10

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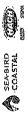
These commiddies are sold, packaged, marked, and labeled for deliansions in the United States. Exportation of these commiddites may require special Ecarising, packaging, marking or tabeling.

LN#	PRODUCT DESCRIPTION	ITEM NO.	QUANTITY	QUANTITY UNIT PRICE EXT. PRICE	EXT. PRICE	
V.	KTO: TU5300sc, Sys Chk RFID Flow ACM w/so4 LXV525.97KTO037 500 2 CH	LXV525.97KT0037	24	5,638.75	5,638.75 11,277.50	
7	*UNIT PRICE INCLIDES: 5,554.00 less \$44,75 (+,80%) discount = \$5,538.75 het price. KTO: TU5300'sc, Sys Chik RFID: Flow ACM w/so4 LXV525.97KTO037 500 2 CR.	LXV525.97KTO037	5	5,638.75	5,638.75 11,277.50	
	*UNIT PRICE MCLUDES: .5,594.00 less \$44.75 (-,80%) discount = \$5,638.75 net price.					
ಣ	aa Extended Warranty Program (M) - 2 db ee nn EXT WARRANTY TU5300sc + Kabel ohne Kopf: 25-JUL-23 - 24- JUL-24	EXT WARRANTY	7	382.60	765.20	
4	aa Extended Warranty Program (M) - 2 SC4500 EXT WARRANTY w/o plug Prognosys mAOutput 2DigSensors: 25- JUL-23 - 24-JUL-24	EXT WARRANTY	И	305.60	611.20	
ro	aa Extended Warranty Program (M) - 2 SC4500 EXT WARRANTY with plug Proginissys mAOutput 2DigSensors: 25- JUL-23 - 24-JUL-24	EXT WARRANTY	71	305.60	611.20	
ဖ	aa Extended Warranty Program (M)- 2.db ee nn EXT WARRANTY TU5300sc + Kabel ohne Kopf: 25-JÜL-23 - 24- JÜL-24	EXT WARRANTY	4	363.47	726.94	

An additional Supply Chain Surcharge, if applicable, has been included in the above pitche, more litformation can be found at https://www.hach.com/faq.
PURCHASE AND ACCEPTANCE OF PRODUCT(S) SUBJECT TO HACH COMPANY'S TERMS AND CONDITIONS OF SALE, PUBLISHED ON HACH COMPANY'S WEBSITE AT
MANY LANCL MONT/FERMS. If you have a savince Agreement, it will attorn markally renew at the find Date broose year and at the anniversary of the End Date unfersy you notify hach in writing by no later than onlinesy days before the End Date.
For older discrepancies or product exchanges please call 806-227-4228 as 979-669-8050 to obtain Return Authorization.









FEDERAL TAX ID # 42-D704420



Be Right"

INVOICE NUMBER 13670964 DATE: 07/25/2023

Page: 2

QUANTITY UNIT PRICE EXT. PRICE 726.94 363.47 N aa Extended Warranty Program (M) - 2 db ee nn EXT WARRANTY TU5300sc + Kabel ohne Kopf. 25-JUL-24 - 24-JUL-25 ITEM NO. PRODUCT DESCRIPTION

LN#

SUBTOTAL ŢĀX ORDER CONTACT: MARVIN LEYBA 5128068830

0.00

25,996.48

INVOICE TOTAL

Notes:

25,996.48

An additional Supply Chain Surcharge, if applicable, has been included in the above priduge more information can be found at https://www.hacti.com/faq. PURCHASEAND ACCEPTANCE OF PRODUCT(S) SUBJECT TO HAGH COMPANY'S TERNIS AND CONDITIONS OF SALE, PUBLISHED, DNI HACH COMPANY'S UNESSITE AT WORK LISHCH, ONLY DIENS A PRODUCT(S) SUBJECT TO HAGH COMPANY'S TERNIS AND CONDITIONS OF SALE, PUBLISHED, DNI HACH COMPANY'S UNESSITE AT ANY MAY LISHCH, DUNING THE WAY TO BE A PUBLISHED AND THE WAY TO BE A PUBLISHED AND THE WAY TO BE A THE ARMINISTEN OF THE END DER UNIESS YOU FOR ORDER OF THE WAY TO BE A THE WAY TO BE A THE WAY TO BE A THE WAY TO BE A TO BE OTHER BRAHIDS FROM HACH SEA-BIRD 6 Environmental Test Systems

FEDERAL TAX ID # 42-0704420

io Microdyn MBR Systems, LLC
in Chuck Perrell
iii 1100 East Howard Lane, Suite 1
iii Austin, TX 78753-9762

MOGELSANG ENGINEERED TO WORK

Invoice #: 50015902

WAYNE CROUSE, INC, P. C/O: ERIC BRICKETT B. 1 N STATE STREET G. CLAIRTON, PA 15025 6

Date: 08.15.2023

No. of Pages: 1
Customer #: 134054
Delivery Terms: FOB Jab Site
Credit Terms: None (Due on Receipt)
Purchase Order #: 91392500
Sales Order #: 31392500

Ship Via: CH Robinson (Vogelsang

Questions? Please contact Accounting at 330.296.3820 or accounting@vogetsangusa.com Item #: Part

)			:
Item #:	ten#: Part#	Ouantity	Unit Price	Ext. Price
	Description	ı		
This inv	This invoice is for the 90% advance payment on Sales Order# 31392500, Customer Purchase Order PO00122.	31392500, Custo	omer Purchase Or	rder P000122.
0.5	#Advance Advance Payment	5	146,556,53	146,556,58 \$
	Suiptotal			146.556.53 \$
	Postage.			€9
	Freight			€9
	Packaging			. 69
	Surcharges			69
	Taxes			0.00
	Invoice Total			4 AC EEC ES &

Roufing Number: 041001039 Banking Account Number: 359681343836 Remittance Email: ar@vogelsangusa.com Name on Account: Vogelsang USA, Ltd. Remit via ACH; Key Bank

Remit Check Payment To: PO Box 92962, Cleveland, OH 44194-2562

Vogelsaing | P.O. Box 751 | Raivenina, OH 44266 | Phr. 330-296-3820 | Faxt. 330-296-4113 | www.vogelsangusa.com

BILL TO: MICROYDYN MBR SYSTEMS LLC 2305 Donley Srive Suite 102 AUSTIN TX 78758 USA

Phone (937)884-7150 Fax (937)864-7157 www.seepex.com insidesales.tis@seepex.com

Page 1(2)

Invoice

08/04/2023 30923901

Date

inc. 511 Speedway Drive Eron, Ohio 45823 USA.

SEEPEX

WATNECROUSE, INC, C/O; ENC BRICKETT 1 N State St CLAIRTON PA 15025-2172 USA SEP 70:

Delivery Note No. Delivery Date Our Order No. Your P.O. No.

Your Customer No. dated

Preferred Payment: ACH/Wire

PNC Bank

10348907 08/04/2023 P02012855 P000136 07/11/2022 210512

Terms of delinery FOB Shipping Point SEEPEX Inc Plant; Enon, OH Shipping terms: by truck Remit to address: ar.us@SEEPEX.com

Routing: 041000124 Swift Code: PNCCUS33

Cleveland, Ohio 44135 Acct. 4209394184 4100 W 150th Street

Weight total(LB) 230.0

095986674 Tracking No.

Check remit to address: SEEPEX inc. P.O. Box 951454 Cleveland, OH 44193 USA

Total(USD) 13,436.00

Discount

Price p. unil 13,436.00 1 EAC å SEEPEX pump BN 5-6L data acc. data sheet 885550 885550.2 Malerial Item 6

1 EAC SKD60X24-01 60 X 24 Skid ____

STOCK SKID

13,436,00 228,00 13,664,00 13,664,00 (CSD) Freight + insurance Net value Final amount Items total

within 30 days net Terms of payment

Please note: These commodifies, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

This invoice is subject to SEEPEX Inc. Terms & Conditions of Sale and/or Repair (08.21), available online at

invoice 30923901 08/04/2023 Page 2(.2) www.seepex.com.

Where permissible by law, all products and services paid with a credit card will be subject to a 2.5% convenience fee. This fee is not greater than our cost of acceptance, and will not apply to orders placed through an online platform.



wz, unisot enath - fibe Bobmaun-Str. 1 - gaser Gabn. Firma Wayne, Crouse, Inc. 37370 Stafford - Street Pittsburght, PA 15204 USA

Proforma invoice 2023-00039 14.08.2023 D000143 Walter Lamparter Walter Lamparter +491717540218 w.lamparter@wta-unisol.com please state in case of questions T200241 517 Project No.
Event No.
Reference No.
Datie
Costomer No.
Project manager
Official in charge
Phone

< Infodruck >

Shipping method Forwarder		VAT No.	DE314168339
Terms of delivery Ex Work Gotha	Ex Work Gotha	Tax No.	156/122/02254
Reference		Foreign tax No.	
costumer contact		Your VAT No.	
p.o. number			
The submerged me MYTB-000000-050	The submerged membrane unit H3L8-13840x2501100 has botal 792m2 of membrane area, having 12 membrane blocks (MYTB-9 MYTB-goodgo-5501160 with 52m2 each and is membrane blocks (MYTB's) with MYTB-05j840-000botio with 28m2 each.	m2 of membrane a YTB's) with MYTB-	rea, having 12 membrane blocks (MYTB's) 035840-0000000 with 28m2 each.

otal o	ğ	4	8	8
	189,065,72	229.165,44	412.230	9
Price	1,584,66	842,52	Subtotal USS	412 230 66
Ouantity	117 pcs	272 pos		280
Delivery	14,08.2023	14.08.2023		
Pos. Jišni No. Description Description Description	MYTB-000000-0501100. rrembisne-material: UFI PES MYTB-X Membrane Block with 52 m2 Membrane Area Costonis fariff number: 84212100 Country of Oxigin: DE	MYTB-035840-0000000 meritoirane materiati. UFI PES MYTEX Membrane Block with 28 m2 Meritaine Arga Country vol Origin: DE	300 C 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	native VAT
Item No.	M12501100	M11350840	11.	
g	₩	14	5 . 5 . 1	

0,00 % 412.230,68

Total USS

Tax/free export consignment arctirding to section 94 Nr. 18 in conjunction with § 6 USIG

Cost of Materials \star Production Cast for MYTBs is $ab_1 ab_1 bb_1 nc$. As per Poly Co. The involved ambient is USD 472.230, bb beased on an exchange refer of EUR 1 = USD 1,788B (August, 14th 2023). It is a pleassure working with you.

payment terms 45Days

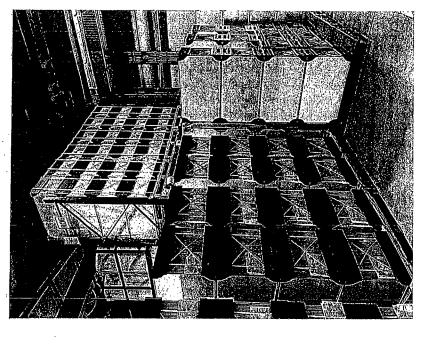
412,230,66USD without discount

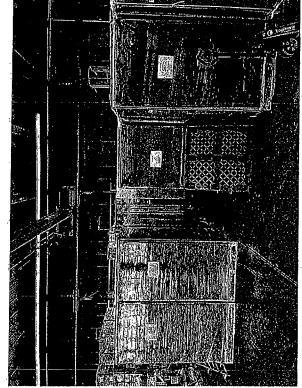
Control and the control and th

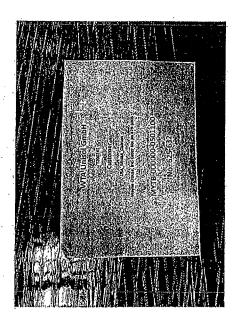
Photo documentation 5. Down payment invoice

MYTB-000000-0501100: 117 pc

Production área of 9 pallets, each pallet with 4 or 8 MTYBs from number 521 $^-$ 604, taken June 27 $^{\rm h}$; 2023



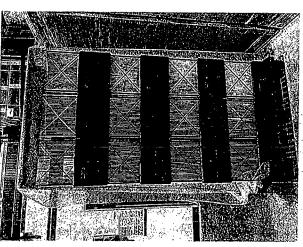


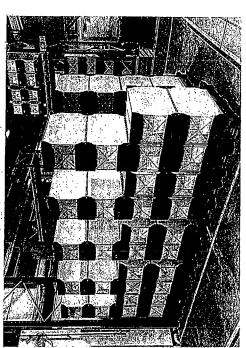


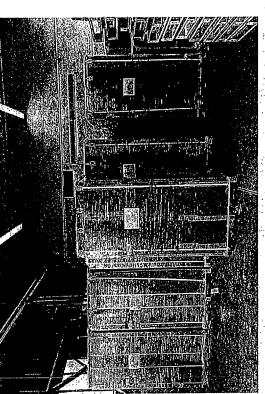
External storage of 79 pallets, each pallet with 8 MTVBs from number 00½ – 632, taken August 8th, 2023

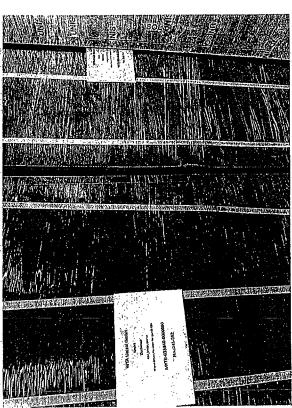
MYTB-035840-0000000: 272 pc

Production area of 10 pallets, each pallet with 12 or 6 MIYBs from number 016—081, taken June 27th, 2023









External storage of 22 pallets, each pallet with 12 MIYBs from number 001 – 264, taken August 8th, 2023



1830' Chilg Faux Count. Statistics in State.

Bentleyville, Pa Branch #288 Total Amount Due

Tennit To:

Gons & Mark To:

Do sox 28330
ST EQUIS, Mc GILS.

14601

		, , , , , , , , , , , , , , , , , , , ,	Invoice# T066967		UM Extended Price
Shipped To: C/O SEWACE PLANT I N'SYAIE STREET CLAIRTON, PA	CUSTOMER JOB- CLAIRID CEALRIDN WHIP	appreciate your prompt payment.	happ	Organica	Price
000/000 0000	CUSTOMER JOB- CLAIRTO	Thank you for the opportunity to sarve you! We appreciate your prompt payment.	O # Joh Name Job # CLAIRTON WWTP CLAIRTO	;	Ordered Shipped B/O
WAYNE CROUSE COMPANY 3370 STAFFORD ST PITTSBURGE PA 15204-1442		Thank you for the opportunity	red Date Shipped Chatomer PO 8/10/23 SEE BELOW		ode Description
WAYNE 3370 PITTS		- (- - 1	6/19/23		Product Code

Price UM Extended Price

	CUSTOMER POS	CUSTOMER PO#- CLAIRTON - FRED	の一個なるでは、一人なんが	g-to		4】 み	Z.	
	CORE & MAIN PO#-	N PO#~	1360022				-	
/19217404950	PIPE 6"X0'9 C/L MK #WP	6"X0'9-3/4" FF PRIME & MK #WAS-MBR	uk Ka	н		ri	290.80000 EA	00-
/19217404952	PIPE 6"X2'2 C/L MK #RE	6"X2'2-3/4" FF PRIME & MK #WAS-MBR	us na	r-t	۳ ا		403.0000.EX	₹03.00 €
/19217404956	PIPE 6"X7'2 C/L MK #WD	6"X7'2-7/8" FF PRIME & MK #WAS-MBR	ıð	ęd	m		724.90000 BR	724.00 ~
/19217404959	PIPE 6"X17" C/L MK #WP	6"X17'6" FF PRIME & C/L OK NK #WAS-MBR	C/I OK	el	٧,		1298.0000c ga	7,288.00
/19217404961	PIPE 18"X17 C/L MK #WB	18"XI7'6" PF PRIME & C/L	: C/L	100	\ \	.44	5695.00000 EA	22,780.00 0
/19217404963	PIDE 6"X2 13 C/L MK #WA	6#X213-7/8" FPE PRIME & MK #WAS-MBR	ह्य स्र	Ä	, rı		277.00000 EA	237.00
/19217404965	PIPE 18"X7" C/L MK #WA	18"X7'9-1/8" FPE PRIME & MK #WAS-MBR	ME &	4	5, 10		2675.00000 EA	10,700.00
/19217404968	PIPE 18"X17 C/L MK #WR	18"X17'5" FPE PRIME & MK #WAS-MBR	_{لا} ب	퍃	> "	ы	50%0-00000 EM	15,128.00 V

Clairton

51,302.00 .00 \$51,302.00 Invoice Total: Subtotal: Other: Tax: Misc Restock Handling Delivery Terms: NRT 25TH PROX Freight

This principlies is governed by and antiplet to Core a bain's sundered terms and conditions, which are incorporated by reference and screened.
To review there became and conditions, plants visits http://wads.coreandusin.com/

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10572

L/B.Water Service, Inc.

INVOICE

INVOICE

593 S HIGH STREET PO BOX 60 SELINSGROVE, PA 17870

15200

Bill To:

L/B Water Service, Inc. REMIT TO

PO BOX 60 SELINSGROVE, PA 17870 Phone: 570-374-2355 Fax: 570-374-7045

Invoice Date Page 1 of 2 ORDER NUMBER 1845933 08/02/2023

AUG - 8 2023

Ship To: 15200

WAYNE CROUSE, INC. 1 NORTH STREET CLAIRTON, PA 15025 CLAIRTON WWTP

> 3370 STAFFORD STREET PITTSBURGH, PA 15204

WAYNE CROUSE, INC.

Ordered By: RYAN EMING (REWING@WAYNECROUSE.COM)

Cruer Date Pic					
	Pick nicket No	Carrier	Tracking #	Coloran	
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Delivery Instructions 479-1031 Clairton Contact. Eric (412)-292-5525

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104.95	266.95	276.25	330.40	1760 # 560	
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S9206 6IN STANDON #S92 SADDLE SUPPORTWIBASE. & ADJUSTMENT COLLAR (2IN PIPE NOT SUPPLIED)	S9216 16IN STANDON S92 SADDLE SUPPORTWITH BASE & ADJ COLLAR (3IN PIPE NOT SUPPLIED	MSC-10227661 "NON-STOCK" S9616 16* STANDON MODEL S96 FLANGE CRADLE PIPE SUPPORT	MSC-10227662 ""NON-STOCK"" S9618	18" STANDON MODEL S96 FLANGE CRADLE PIPE:SUPPORT)
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12.00 🗸	3,00 %	8.00	8.00 /	w	
12.00	3.00	8.00	8.00		

ORIGINAL 12 10,1707 -11/12/14

483,94

tax

N M

Pilisburgh L/B Water Service, Inc. SELINSGROVE, PA 17870 593 S HIGH STREET PO BOX 60 Location: 106

REMIT TO

INVOICE

PO BOX 60 SELINSCROVE, PA 17870 Phone: 570-374-7045 Fax: 570-374-7045 L/B Water Service, Inc.

g. Item ID E. Item Description

Shipped Rem

ICE	114	Page	2 of 2	NUMBER	933
INVOICE	3733114	Invoice Date	08/02/2023	ORDER	1845933

PA - Allegheny: D IM SUB-TOTAL:

483,94 7,397.39

6,913,45

AMOUNT DUE:

ALL CLAINS AND RETURNS MUST BEACCOMPANIED BY A PACKING SLIP

LIB Water Service, Inc., TERMS AND CONDITIONS OF SALE

Pivasa sae hui terms and conditions at www.http.com. These tears and conditions (these "Tearie") apply to the publicae and sale of products Pooder") from LIB Water Service, hp. (iis "Soller") and sre subject to charige by Seller without poor within notice at any fine, at Seller's sole discretion. Any purchases by Purchaser after written notice by Soller of such chariges other vie its website er other writing will constitute Purchaser's accordance of each signed sone to the Janus.

Application and Certification for Payment AIA Type Document

Page 1 of 3 OWNER ARCHITECT CONTRACTOR DISTRIBUTION ARCHITECT'S. PROJECT NO: 2019-02 Rebid APPLICATION NO: 12 PERIOD TO:8/31/2023 PROJECT CLAIRTON WMTP UPGRADE PH C-5127 VIA (ARCHITECT): KLH Engineers 5173 Campbells Run Rd Pittsburgh, PA 15205 nvoice 5127-23080 FROM (CONTRACTOR): Bronder Technical Services TO (OWNER): CLAIRTON MUNICIPAL AUTHORITY 1 NORTH STATE STREET CLAIRTON, PA 15025 990 W, Old Route 422 Prospect, PA 16052

CONTRACT DATE: 5/26/2022

CONTRACT FOR: WMTP Upgrade Ph 2 Electrical

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.

1,738,025.75 4,154,555.00 203,113,71 4,357,668.71 en. 3. CONTRACT SUM TO DATE (Line 1 + 2). \$ 69 4. TOTAL COMPLETED AND STORED TO DATE 2. Net Change by Change Orders 1. ORIGINAL CONTRACT SUM ...

RETAINAGE:

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173,802,58 69 10.00 % of Completed Work αi

0.00 Total retainage (Line 5a + 5b) 0.00 % of Stored Material

69

173,802,58 69

₩ 6, TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total

(Line & from prior Certificate)\$ 8. CURRENT PAYMENT DUE\$

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

2,793,445.54

130,477.50

1,433,745.67

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	203,113.71	0.00
Total approved this Morth	0.00	00'0
TOTALS	203,113.71	0.00
NET CHANGES by Change Order	203,113.71	

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 The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and

Commonwealth of Pennsylvania - Notary Seal Stacey Marie Newelf, Notary Public current payment shown herein is now due,

Member, Pennsylvania Association of Notaries My commission expires March 5, 2026 Commission number 1328274 Lawrence County Date: 915/23 990 W. Old Route 422 Prospect, PA 16052 CONTRACTOR: Bronder Technical Services

Frederick S McMillen / Director Operations

State of: PA

Ŗ.

County of, BUTLER

なな Notary Public: Statem Wilder Subscribed and Sworn to before me this

2022

My Commission Expires: 8/5/21

1,564,223,17

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data compising 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.

\$ \$130,477,50

(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.)

04/02/ Date: ARCHITECT:

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.

This Certificate is not negotiable,

			Application and C	Application and Certification for Payment	ment				Page 3 of 3
TO (OWNE	TO (OWNER); CLAIRTON MUNICIPAL AUTHORITY 1 NORTH STATE STREET CLAIRTON, PA 15025		PROJECT: CLAIRT C-5127 Invoice	CLAIRTON WMTP UPGRADE PH 2 C-5127 Invoice 5127-23080	DE PH 2	APPLICATION NO; 12 PERIOD TO: 8/31/2023	: 12	DIG TO T	DISTRIBUTION TO: OWNER
FROM (COI	FROM (CONTRACTOR): Bronder Technical Services 990 W. Old Route 422 Prospect , PA 16052		VIA (ARCHITECT):	KLH Engineers 5173 Campbells Run Rd Pittsburgh, PA 15205	un Rd 05	ARCHITECT'S PROJECT NO: 2019-02 Rebid	19-02 Rebid	ਵ ੱ ਹ 1	CONTRACTOR
CONTRACT	CONTRACT FOR: WWTP Upgrade Ph 2 Electrical					CONTRACT DATE: 5/26/2022	5/26/2022		
ITEM	DESCRIPTION	SCHEDULE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	70	BALANCE	RETAINAGE
22	Disconnect Switches	105,000,00	5,250.00	10,500.00	00.0	15,750.00	15.00	89,250.00	1.575.00
23	Metric Switches	50,000.00	1,000.00	9,000.00	0.00	10,000,00	20.00	40,000.00	1.000.00
24	Transformer Pad	3,000.00	0.00	00.0	00'0	0.00	00'0	3,000.00	0.00
25	Variable Freg. Drives	650,000.00	545,500.00	0.00	00'0	545,500.00	83.92	104,500.00	54,550.00
56	PVC Conduit	159,530.00	84,000.00	00'0	0.00	84,000.00	52.65	75,530.00	8,400.00
27	Aluminum Conduit	715,000,00	270,250.00	35,750.00	0.00	306,000,00	42.80	409,000.00	30,600,00
28	Wire/Cable	750,000.00	160,000.00	42,525.00	0.00	202,525.00	27.00	547,475.00	20,252.50
23	Equipment Racks	143,800.00	107,850.00	00.00	0.00	107,850.00	75.00	35,950.00	10,785,00
30	Boxes	40,000,00	14,000.00	0.00	00.00	14,000.00	35,00	26,000.00	1,400.00
31	Wiring Devices	14,505.00	2,175.75	0.00	0.00	2,175.75	15.00	12,329.25	217.58
33	Lighting	250,000.00	0.00	12,500.00	0.00	12,500.00	2.00	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	00.00	6,500.00	0.00	6,500.00	2.00	123,500.00	650.00
35	Control Panels	40,000.00	0.00	0.00	00.00	0.00	0,00	40,000,00	0.00
36	Lighting Pole Foundations	45,000.00	00'0	00.00	00'0	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	00.00	00.00	5,000.00	16.67	25,000,00	500.00
39	Punch List	5,000.00	00.00	00.00	0.00	0.00	00.0	5,000.00	0.00
۳	Change Order 1	203,113.71	0.00	0.00	0.00	0.00	0.00	203,113.71	0.00
	REPORT TOTALS	\$4,357,668.71	\$1,593,050,75	\$144,975.00	\$0.00	\$1,738,025.75	39.88	\$2,619,642.96	\$173,802.58

Application and Certification for Payment **AIA Type Document**

Page 1 of 3

OWNER ARCHITECT CONTRACTOR DISTRIBUTION ARCHITECT'S PROJECT NO: 2019-02 Rebid APPLICATION NO: 12 PERIOD TO:8/31/2023 PROJECT; CLAIRTON WWITP UPGRADE PH 2 VIA (ARCHITECT): KLH Engineers 5173 Campbells Run Rd Pittsburgh, PA 15205 invoice 5127-23080 C-5127 FROM (CONTRACTOR): Bronder Technical Services TO (OWNER): CLAIRTON MUNICIPAL AUTHORITY 1 NORTH STATE STREET CLAIRTON, PA 15025 990 W, Old Route 422 Prospect, PA 16052

CONTRACT DATE: 5/26/2022

CONTRACT FOR: WWTP Upgrade Ph 2 Electrical

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.

1. ORIGINAL CONTRACT SUM	4,154,555.00	55.00
2. Net Change by Change Orders	203,113.71	13.71
3. CONTRACT SUM TO DATE (Line 1+2) \$	4,357,668.71	38.71
4, TOTAL COMPLETED AND STORED TO DATE\$	1,738,025.75	25.75

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a. 10.00 % of Completed Work	69	173,802,58	
b. 0.00 % of Stored Material	sp.	0.00	
Total retainage (Line 5a + 5b)\$	697		173,802.58
6. TOTAL EARNED LESS RETAINAGE \$ (Line 4 less Line 5 Total)	69		1,564,223.17
THE SECTION OF SEPTICION AT SECTION DAYSENT	TNEENT		

CHANGE ORDER SI IMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	203,113.71	00.00
Total approved this Month	0.00	0.00
TOTALS	203,113.71	0.00
NET CHANGES by Change Order	203,113.71	

Commonwealth of Pennsylvania - Notary Seal accordance with the 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 The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and current payment shown herein is now due.

Stacey Marie Newell, Notary Public Lawrence County My commission expires March 5, 2026 Commission number 1328274	Member, Pennsylvania Association of Notaries Date: 역气/23	
CONTRACTOR: Bronder Technical Services 990 W. Old Route 422 Prospect , PA 16052		Ecodoric's Matallion / Director Operations
ម	Ŗ	

Director Operations Frederick S McMillen /

State of: PA

County of: BUTLER

Day of Na Notary Public State Many Many Jewell びず Subscribed and Sworn to before me this

2023

My Commission Expires : 85/2b

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.

130,477.50 1,433,745.67

8. CURRENT PAYMENT DUE\$ (Line 6 from prior Certificate)

9, BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

2,793,445.54

AMOUNT CERTIFIED. \$ \$130, 477,50

Application and on the Continuation Sheet that are changed to conform to the amount certified.) Attach explanation if amount certified differs from the amount applied, Initial all figures on this 12023 Date: ARCHITECT:

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.

/pe Document	AIA Ty
Certification for	lication and (

			Application and C	Application and Certification for Payment	nent				Page 2 of 3
TO (OWNE	TO (DWNER); CLAIRTON MUNICIPAL AUTHORITY 1 NORTH STATE STREET CLAIRTON, PA 16025		PROJECT: CLAIRT C-5127 Invoice	PROJECT: CLAIRTON WMTP UPGRADE PH 2 C-5127 Invoice 5127-23080	DE PH 2	APPLICATION NO: 12 PERIOD TO: 8/31/2023	: 12 :023	SIG TO	DISTRIBUTION TO: OWNER ARCHITECT
FROM (COM	FROM (CONTRACTOR): Bronder Technical Services 990 W. Old Route 422 Prospect , PA 16052		VIA (ARCHITECT):	KLH Engineers 5173 Campbells Run Rd Pittsburgh, PA 15205	ın Rd 05	ARCHITECT'S PROJECT NO: 2019-02 Rebid	9-02 Rebid	(0	CONTRACTOR
CONTRACT	CONTRACT FOR: WWTP Upgrade Ph 2 Electrical					CONTRACT DATE: 5/26/2022	5126/2022		
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED	%	BALANCE	RETAINAGE
*	Mobilization	200,000.00	. 200,000.00	0.00	0.00	200,000.00	100.00	0.00	20,000.00
8	Insurance/Bonds	39,000,00	39,000.00	00.00	0.00	39,000,00	100.00	00'0	3,900.00
ო	B&O Tax	48,520.00	0.00	00.00	0.00	0.00	0.00	48,520.00	0.00
4	Electrical Permit	10,000.00	10,000.00	00.0	0.00	10,000.00	100.00	0.00	1,000.00
ເດ	Demolition	20,000.00	8,500.00	0.00	0.00	8,500.00	42.50	11,500.00	850.00
g	Temporary	24,000,00	21,600,00	0.00	0.00	21,600.00	90.00	2,400.00	2,160.00
. 1	Demobilization	10,000.00	000	0.00	0.00	0.00	0.00	10,000.00	00.00
κo	As Builts	1,500.00	0.00	0.00	0.00	00'0	0.00	1,500.00	0.00
6	O/M Manuals	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	00'0
10	Aliowance	50,000.00	0.00	00.0	0.00	0.00	0.00	50,000.00	0.00
T.	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	0.00	0.00	32,500.00	38.60	61,700.00	3,250,00
13	Hber	10,000.00	0.00	00.0	0.00	00.00	0.00	10,000.00	0.00
41	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	11,000.00	5,500.00	0.00	16,500.00	15.00	93,500.00	1,650.00
17	Capacitor	40,000,00	32,000,00	4,000.00	00'0	36,000.00	90.00	4,000.00	3,600.00
18	Mator-Control Center	140,000,00	14,000.00	7,000.00	00.00	21,000,00	15.00	119,000.00	2,100.00
19	Panelboard	1,000.00	0.00	500.00	00.00	500.00	50.00	500.00	60.00
20	Transformer	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
24	Pad Transformer	160,000.00	4,800.00	11,200.00	0.00	16,000.00	10.00	144,000.00	1,600.00

AIA Type Document	ation and Certification for Payment
	Applicatio

			Application and C	Application and Certification for Payment	ment				Dage 2 of 3
TO (OWNE	TO (OWNER); CLAIRTON MUNICIPAL AUTHORITY 1 NORTH STATE STREET CLAIRTON, PA 15025		PROJECT: CLAIRT C-5127 Invoice	PROJECT: CLAIRTON WMTP UPGRADE PH 2 C-5127 Invoice 5127-23080	DE PH 2	APPLICATION NO; 12 PERIOD TO: 8/31/2023	: 12.	or O	DISTRIBUTION TO: OWNER
FROM (CO)	FROM (CONTRACTOR): Bronder Technical Services 990 W. Old Route 422 Prospect , PA 16052	ø	VIA (ARCHITECT):	KLH Engineers 5173 Campbells Run Rd Pittsburgh, PA 15205	ın Rd 05	ARCHITECTS PROJECT NO: 2019-02 Rebid	19-02 Rebid	40	_ARCHITECT _CONTRACTOR
CONTRACT	CONTRACT FOR: WWTP Upgrade Ph 2 Electrical					CONTRACT DATE: 5/26/2022	5/26/2022		
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED	à	BALANCE	700
22	Disconnect Switches	105,000.00	5,250.00	10,500.00	0.00	15.750.00	15.00	80 250 00	KEIAINAGE
23	Metric Switches	50,000.00	1,000.00	9,000.00	0.00	10,000,00	20.00	40 000 00	1,975,00
24	Transformer Pad	3,000,00	0.00	0.00	0.00	0.00	0.00	3.000.00	00.000,1
25	Variable Freq. Drives	650,000.00	545,500.00	00'0	0.00	545,500.00	83.92	104.500.00	54 550 00
56	PVC Conduit	159,530.00	84,000.00	0.00	00'0	84,000.00	52.65	75,530,00	8 400 00
27	Aluminum Conduit	715,000,00	270,250.00	35,750.00	0.00	306,000,00	42.80	409,000,00	30.600.00
28	Wire/Cable	750,000.00	160,000.00	42,525.00	0.00	202,525.00	27.00	547,475.00	20.252.50
28	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	0.00	0.00	14,000.00	35,00	26,000.00	1,400.00
31	Wiring Devices	14,505.00	2,175.75	0.00	0.00	2,175.75	15.00	12,329.25	217.58
33	Lighting	250,000.00	0.00	12,500.00	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	15,000.00	0.00
3 4	Instrumentation	130,000.00	0.00	6,500.00	0.00	6,500.00	5.00	123,500.00	650.00
35	Control Panels	40,000.00	0.00	0.00	00.00	0.00	0,00	40,050.00	0.00
36	Lighting Pole Foundations	45,000.00	0.00	00.00	00.00	0.00	00'0	45,000.00	0.00
37	Conduit/ Cable Tags	30'000'00	10,000.00	00.00	0.00	10,000.00	33,33	20,000,00	1,000.60
38	Equipment Connections	30,000.00	5,000.00	0.00	0.00	5,000.00	16.67	25,000,00	500.00
33	Punch List	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
₹	Change Order 1	203,113,71	0.00	0.00	0.00	0.00	0.00	203,113.71	0.00
	REPORT TOTALS	\$4,357,668.71	\$1,593,050.75	\$144,975.00	\$0.00	\$1,738,025,75	39.88	\$2,619,642.96	\$173,802,58

CAPITAL IMPROVEMENT FUND

REQUISITION NUMBER 388-B

Date: September 21, 2023

TO:

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

E-Mail:

Rose.Anne.Camilo@wellsfargo.com

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.

Item Number	Payee (Name & Address):	Amount	Purpose of Obligation
1.	KLH Engineers, Inc. 5173 Campbells Run Road Pittsburgh, PA 15205	\$ 22,127.73	WWTP Phase II Upgrades Constr. Admin. & Res. Observation Invoice No. 75696
2.	KLH Engineers, Inc. 5173 Campbells Run Road Pittsburgh, PA 15205	\$ 835.00	Phase II Oversite Committee Invoice No. 75697

TOTAL \$ 22,962.73

September 21, 2023 Requisition No. 388-B

Account No.: 48117303 2012B CONSTRUCTION FUND

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

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

CLAIRTON MUNICIPAL AUTHORITY ALLEGHENY COUNTY, PENNSYLVANIA

Ву		Ву	
	Secretary, Assistant Secretary		Chairman or Vice Chairman

A. <u>CONSULTING ENGINEER'S CERTIFICATE</u>

- 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 21th day of September 2023

Seel PROFESSIONAL

JOSEPH MICHAEL GIANVITO

ENGINEER
No. PENTAINS

273 Regulsition 388-B September 2023

KLH ENGINEERS, INC.

Consulting Engineer

Joseph M. Gizavito, P.E.



Clairton Municipal Authority 1 North State Street Clairton, PA 15025

Invoice number

75696

Date

08/31/2023

Project 273-124 WWTP PHASE II UPGRADES

Professional Services through August 31, 2023

Description		Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
DESIGN PHASE			· · · · · · · · · · · · · · · · · · ·			
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
BID PHASE		15,000.00	100.00	15,000.00	15,000,00	0.00
CONSTRUCTION PHASE					,	0.00
GENERAL PROJECT SERVICES		270,000.00	55.99	151,175.14	144,062.64	7,112.50
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	36.87	151,175.14	144,062.64	7,112.50
	Total	1,845,000.00	85.97	1,586,175.14	1,579,062.64	7,112.50

Construction Phase

Resident Observation

Professional Fees

DAVID H. TARTLER MARTIN MORGAN Reimbursable Expenses

Hours	Rate	Amount
62.00	83.00	5,146.00
118.50	83,00	9,835.50

Phase subtotal Construction Phase subtotal

Billed Amount 33.73 15,015.23 15,015.23

Invoice total 22,127.73



Clairton Municipal Authority 1 North State Street Clairton, PA 15025

Invoice number

75697

Date

08/31/2023

Project 273-140 PHASE 2 OVERSITE COMMITTEE

Professional Services through August 31, 2023

001 Phase 2 Oversite Committee

CHELSEA CRAIN JOSEPH M. GIANVITO

Billed Hours Rate Amount 1.00 75,00 75.00 5.00 152.00 760.00 Phase 2 Oversite Committee subtotal 835.00

> Invoice total 835.00

PO Order Form

Vendor	Clairton Municipal Authority
JWG Envilonmental	1 North State Street
2850 S. Red Hill Ave Suite 125	Clairton, PA 15025
SANTA ANA, CA 92705	(412) 233-3245
	PO#8292023

QTY.	Item	Price	Total Price
72	- JWC Monster Band Screen		
	MONSTER WASH PRESS		
	MAIN CONTROller		
2	LOCAL CONTROL STATION		
	DOM MANUALS		
}	SLART-UP TRAINING		
1	MARRANTY		
	JWC Quote 70213	· · · · · · · · · · · · · · · · · · ·	
	Payment Herms;		_
	D. 197, 215,50 After Subnithal Approval		
	3. \$394, 431 After Aelnexy of equipment x	aterials	\$657,385
(3 \$65 738 50 AFLOR STALT-UP, TESTING	OWNER AC	CEPTANCE

K No payment will

Be made until

submitted approval

By KLH, And JWC

Signing of CMA

Agreement

ordered By

8-29-2023 Date

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) JWC Environmental, of 2850 S. Red Hill Avenue, Suite 125, Santa Ana, CA 92705 ("JWC"), (d) Wayne Crouse, Inc. ("Crouse") of 3370 Stafford Street, Pittsburgh, PA 15204, and (e) Bronder Technical Services ("Bronder"), of 990 West Old Route 422, Prospect, PA 16052. Collectively, Clairton, Duperon, JWC, 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, 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 shall be the responsibility of JWC. 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 and JWC, 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 September 2229, 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 September 2229, 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,

Commented [MD1]: We will need to execute a separate escrov agreement between CMA, Duperon and the escrow agent. 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.
- 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:

Ву:
Its:
Dated:, 2023
DUPERON CORPORATION:
Ву:
its:
Dated:, 2023
JWC ENVIRONMENTAL:
Ву:
Its:
Dated:, 2023
WAYNE CROUSE, INC.:
Ву:

Its:
Dated:, 2023
BRONDER TECHNICAL SERVICES:
Ву:
Its:
Dated: 2022

RESOLUTION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLAIRTON MUNICIPAL AUTHORITY. COUNTY ALLEGHENY AUTHORIZING AND APPROVING THE FILING OF A DECLARATION OF TAKING FOR THE PURPOSE OF ACQUIRING PERMANENT SANITARY SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS INSTALL, CONSTRUCT, PLACE, RECONSTRUCT, REPLACE. USE, OPERATE, MODIFY MAINTAIN AND/OR REPAIR A SANITARY SEWER SYSTEM AND ASSOCIATED FACILITIES ON OR ACROSS PROPERTY LOCATED AT THE FOLLOWING ADDRESSES IN THE CITY OF CLAIRTON, ALLEGHENY COUNTY: 421 OHIO AVENUE, 429 OHIO AVENUE, 431 OHIO AVENUE, 439 OHIO AVENUE, 443 OHIO AVENUE, 447 OHIO AVENUE, 449 OHIO AVENUE, 451 OHIO AVENUE, 453 OHIO AVENUE, 932 JEFFERSON DRIVE AND 948 JEFFERSON DRIVE

WHEREAS, in order for the Clairton Municipal Authority, County of Allegheny (the "Authority") to best protect the health, safety and welfare of its residents, it is necessary to repair certain portions of the sanitary sewer system maintained by the Authority, located in the City of Clairton, Pennsylvania;

WHEREAS, the only practical way to repair the sanitary sewer system maintained by the Authority is to access certain portions of private property identified as the following addresses within the City of Clairton, Allegheny County, Pennsylvania 15025:

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-421 Ohio Avenue, Allegheny County Parcel ID 657-J-190, DBV 18575, Page 479
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- -447 Ohio Avenue, Allegheny County Parcel ID 657-J-176, DBV 16997, Page 147
- -449 Ohio Avenue, Allegheny County Parcel ID 657-J-175, DBV 15452, Page 61
- -451 Ohio Avenue, Allegheny County Parcel ID 657-J-174, DBV 15452, Page 55
- -453 Ohio Avenue, Allegheny County Parcel ID 657-J-172, DBV 19119, Page 177
- -932 Jefferson Drive, Allegheny County Parcel ID 879-P-169, DBV 18159, Page 364
- -948 Jefferson Drive, Allegheny County Parcel ID 879-P-161, DBV 19013, Page 22

WHEREAS, the Authority has attempted to obtain easements by consent from the owners of the properties identified above (the "Properties"), but the owners have not consented to the easements;

WHEREAS, the Board of Directors of the Authority desires to obtain easements over portions of the Properties by the Power of Eminent Domain to access, repair, maintain, replace and/or construct the sanitary sewer system in order to protect the health, safety and welfare of the residents served by the Authority; and

WHEREAS, the condemnation of the above-described portions of the Properties by the Authority is authorized by the power of eminent domain pursuant to the Eminent Domain Code

⁻⁴²⁹ Ohio Avenue, Allegheny County Parcel ID 657-J-187, DBV 18368, Page 453

⁻⁴³¹ Ohio Avenue, Allegheny County Parcel ID 657-J-186, DBV 18930, Page 580

⁻⁴³⁹ Ohio Avenue, Allegheny County Parcel ID 657-J-181, DBV 19002, Page 424

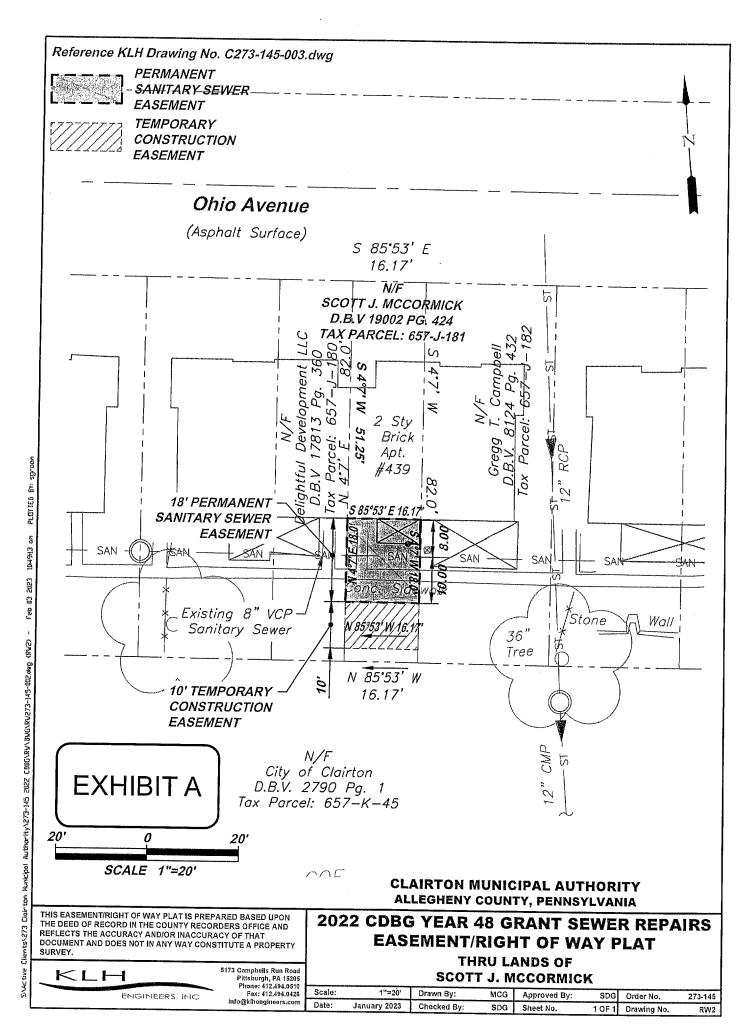
⁻⁴⁴³ Ohio Avenue, Allegheny County Parcel ID 657-J-178, DBV 8353, Page 479

(26 Pa.C.S. §§ 101 et seq.) and Section 5607(d)(15) of the Municipal Authorities Act, 53 Pa.C.S. § 5607(d)(15);

AND NOW, be it therefore RESOLVED that the Board of Directors of the Clairton Municipal Authority, County of Allegheny, Pennsylvania, as follows:

- The Authority desires to acquire access to land for use as a permanent sanitary sewer easement to install, construct, place, reconstruct, replace, use, operate, modify, maintain and/or repair pipes, conduits, drains, and other related facilities for the purpose of providing sewer service to the public across a portion of the Properties which is more fully described and identified on **Exhibit A** which is attached hereto and incorporated herein by reference;
- The Authority desires to acquire a temporary construction easement across a portion of the Properties which is more fully described and identified on Exhibit A to install, construct, place, reconstruct, replace, use, operate, modify, maintain and/or repair pipes, conduits, drains, and other related facilities for the purpose of providing sewer service to the public across Properties;
- 3. The condemnation of the above-described portions of the Properties by the Authority is authorized by the power of eminent domain pursuant to the Eminent Domain Code (26 Pa.C.S. §§ 101 et seq.) and Section 5607(d)(15) of the Municipal Authorities Act, 53 Pa.C.S. § 5607(d)(15)
- 4. The Authority hereby approves and authorizes its solicitor, Tucker Arensberg, P.C., and its management to execute all necessary declarations of taking and other documents necessary to condemn said Properties and to take all other steps necessary and proper under applicable law and the Eminent Domain Code, its supplements and amendments, to condemn said Properties and compensate the owners, or reputed owners, according to law.
- 5. In the alternative, the Authority hereby approves and authorizes its solicitor, Tucker Arensberg, P.C., and its management to execute all necessary documents to acquire the above-described property interests and compensate the owners, or reputed owners by deed or deeds in lieu of condemnation.
- 6. Should any section, paragraph, clause or phrase of this resolution be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of said resolution shall not be affected thereby and shall remain in full force and effect.

RESOLVED, this	day of September, 2023.	
ATTEST:		
Secretary	Chairman	



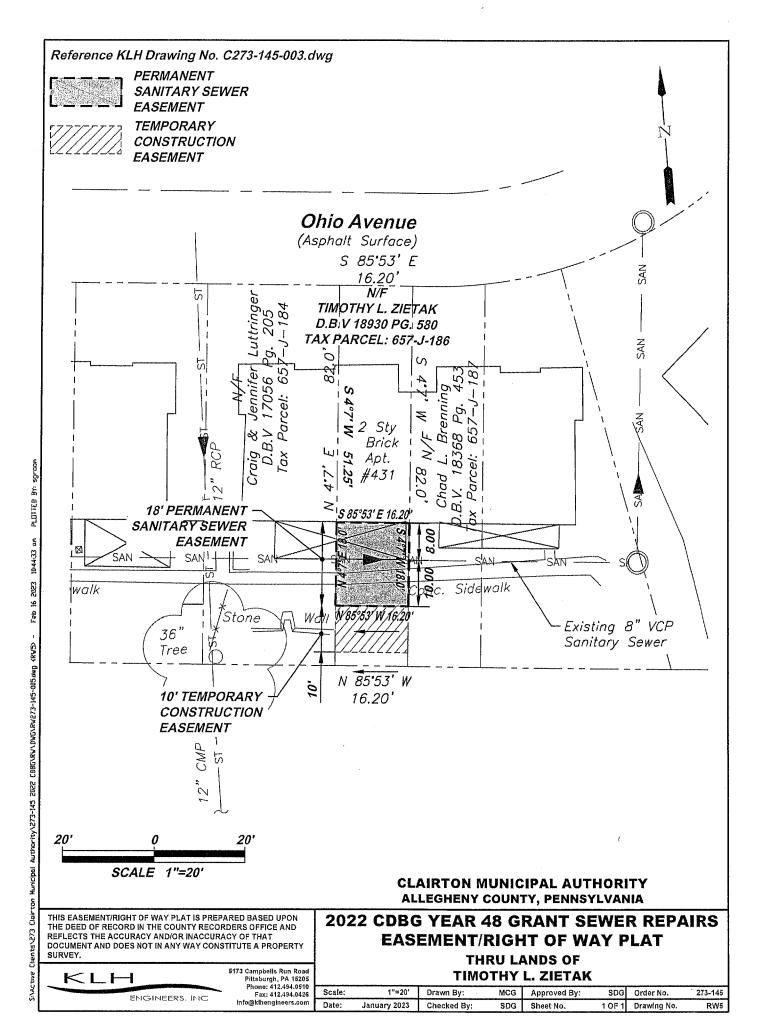
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of Scott J. McCormick Drawing No. RW2

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of Scott J. McCormick, as recorded in Deed Book Volume 19002, Page 424, also known as Tax Parcel 657-J-181, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the westerly property line of the grantor, said point being located South 85°53' East a distance of 148.22' and South 4°7' West, a distance of 51.25' from intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, South 85°53' East a distance of 16.17' to a point on the easterly property line of the grantor; thence along the easterly line of the grantor, South 4°7' West a distance of 18.0' to a point on the easterly property line of the grantor; thence through property of the grantor, North 85°53' West a distance of 16.17' to a point on the westerly property line of the grantor, North 4°7' East a distance of 18.0' to a point on the westerly property line of the grantor, the point of beginning.

Containing 291.06 square feet or 0.0067 acres.



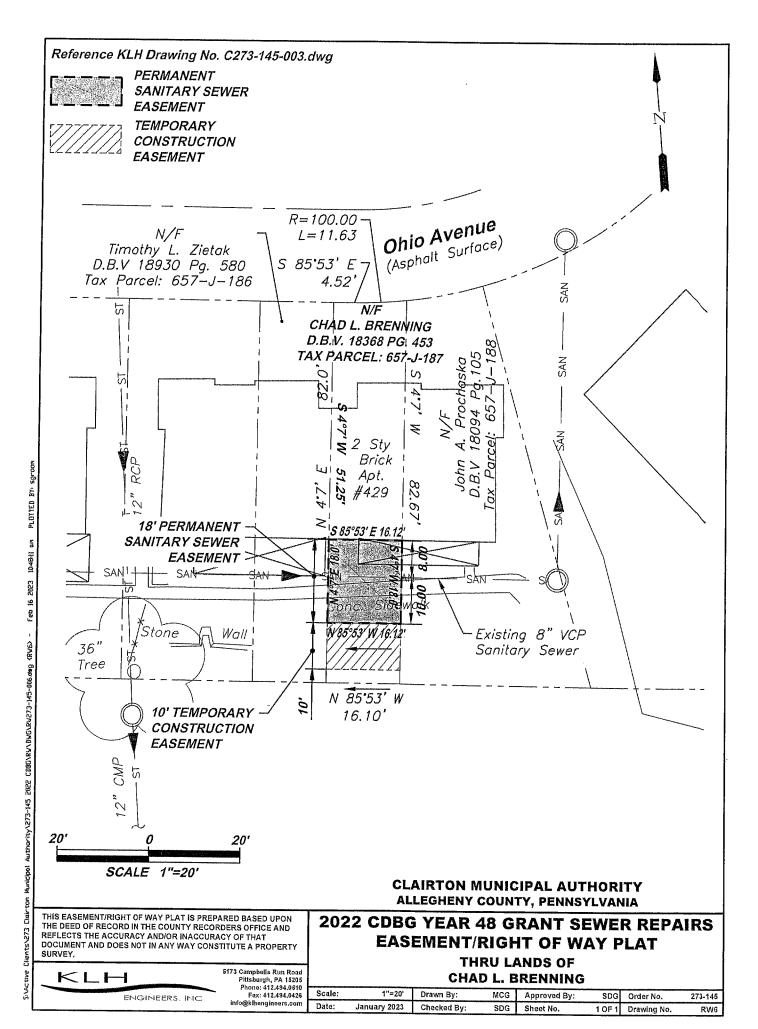
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of Timothy L. Zietak Drawing No. RW5

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of Timothy L. Zietak, as recorded in Deed Book Volume 18930, Page 580, also known as Tax Parcel 657-J-186, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the westerly property line of the grantor, said point being located South 85°53' East a distance of 222.47' and South 4°7' West, a distance of 51.25' from intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, South 85°53' East a distance of 16.20' to a point on the easterly property line of the grantor; thence along the easterly line of the grantor, South 4°7' West a distance of 18.0' to a point on the easterly property line of the grantor; thence through property of the grantor, North 85°53' West a distance of 16.20' to a point on the westerly property line of the grantor, North 4°7' East a distance of 18.0' to a point on the westerly property line of the grantor, the point of beginning.

Containing 291.60 square feet or 0.0067 acres.



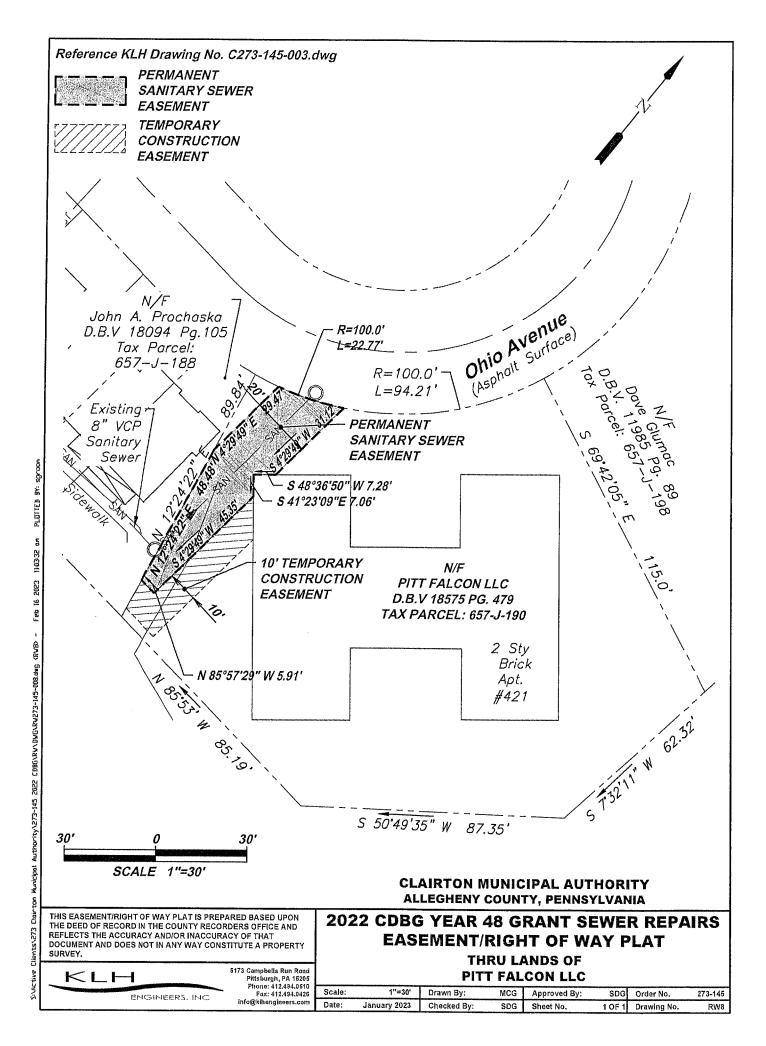
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of Chad L. Benning Drawing No. RW6

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of Chad L. Benning, as recorded in Deed Book Volume 18368, Page 453, also known as Tax Parcel 657-J-187, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the westerly property line of the grantor, said point being located South 85°53' East a distance of 238.67' and South 4°7' West, a distance of 51.25' from intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, South 85°53' East a distance of 16.12' to a point on the easterly property line of the grantor; thence along the easterly line of the grantor, South 4°7' West a distance of 18.0' to a point on the easterly property line of the grantor; thence through property of the grantor, North 85°53' West a distance of 16.12' to a point on the westerly property line of the grantor, North 4°7' East a distance of 18.0' to a point on the westerly property line of the grantor, the point of beginning.

Containing 290.16 square feet or 0.0067 acres.



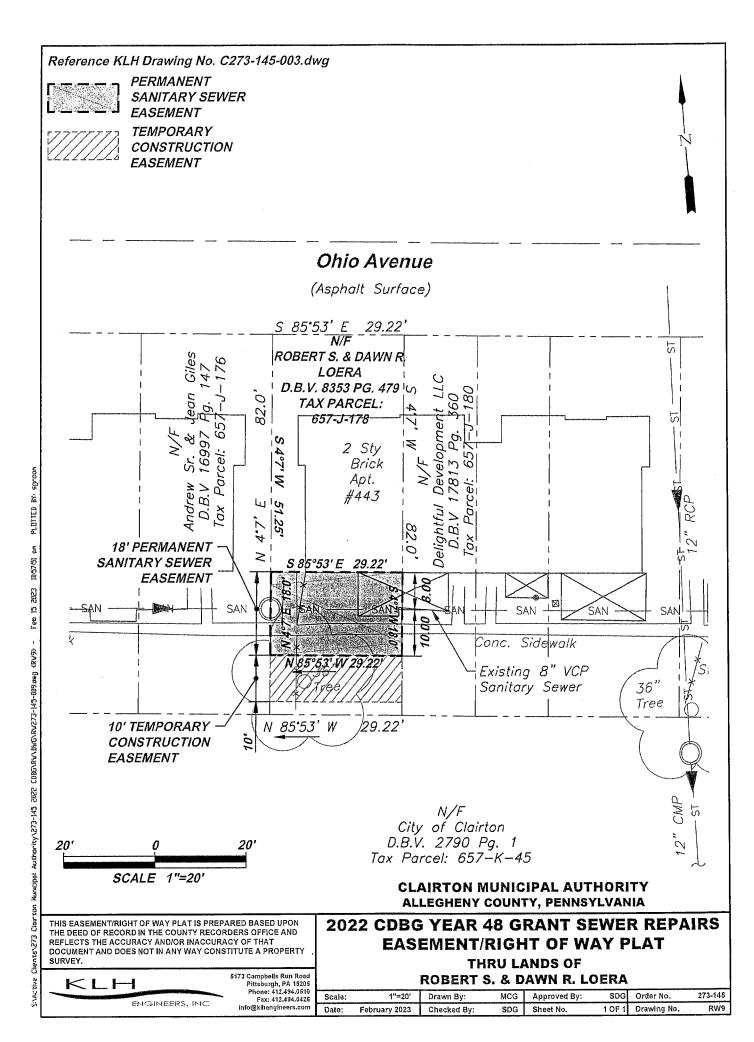
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of Pitt Falcon LLC Drawing No. RW8

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of Pitt Falcon LLC, as recorded in Deed Book Volume 18575, Page 479, also known as Tax Parcel 657-J-190, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the southerly line of Ohio Avenue also being the northerly property line of the grantor, said point being located South 85°53' East a distance of 243.19' and by a curve to the left with a radius of 100.0' and an arc length of 37.42' from the intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence along the southerly line of Ohio Avenue also being the northerly property line of the grantor by a curve to the left with a radius of 100.0' and an arc length of 22.77' to a point along the southerly line of Ohio Avenue also being the northerly property line of the grantor; thence through property of the grantor, thence South 4°29'49" West a distance of 31.12 feet to a point; thence through property of the grantor, South 48°36'50" West a distance of 7.28' to a point; thence through property of the grantor, South 41°23'09" East a distance of 7.06' to a point; thence through property of the grantor, South 4°29'49" West a distance of 45.35' to a point; thence through property of the grantor, North 85°57'29" West a distance of 5.91 feet to a point; thence along the westerly line of the grantor, North 12°24'22" East a distance of 48.48 feet to a point; thence through property of the grantor, North 4°29'49" East a distance of 29.47 feet to a point along the southerly line of Ohio Avenue also being the northerly property line of the grantor, the point of beginning.

Containing 1262.46 square feet or 0.0290 acres.



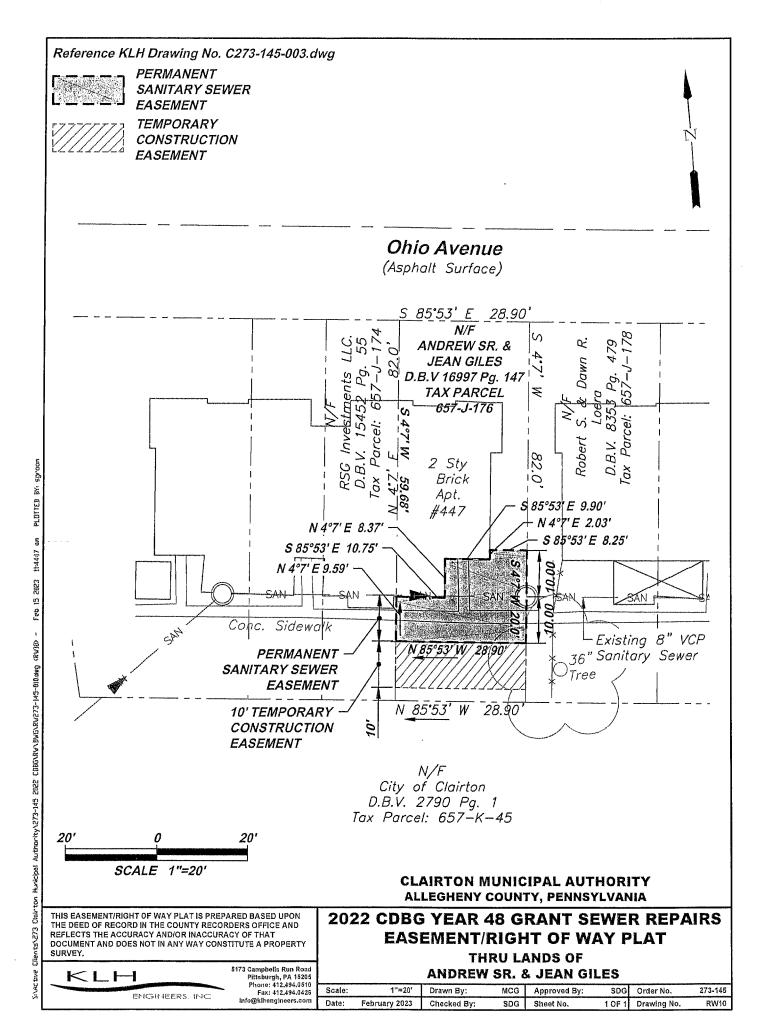
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of Robert S. and Dawn R. Loera Drawing No. RW9

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of Robert S. and Dawn R. Loera, as recorded in Deed Book Volume 8353, Page 479, also known as Tax Parcel 657-J-178, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the westerly property line of the grantor, said point being located South 85°53' East a distance of 102.48' and South 4°7' West, a distance of 51.25' from the intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, South 85°53' East a distance of 29.22' to a point on the easterly property line of the grantor; thence along the easterly line of the grantor, South 4°7' West a distance of 18.0' to a point on the easterly property line of the grantor; thence through property of the grantor, North 85°53' West a distance of 29.22' to a point on the westerly property line of the grantor, North 4°7' East a distance of 18.0' to a point on the westerly property line of the grantor, the point of beginning.

Containing 525.96 square feet or 0.0121 acres.



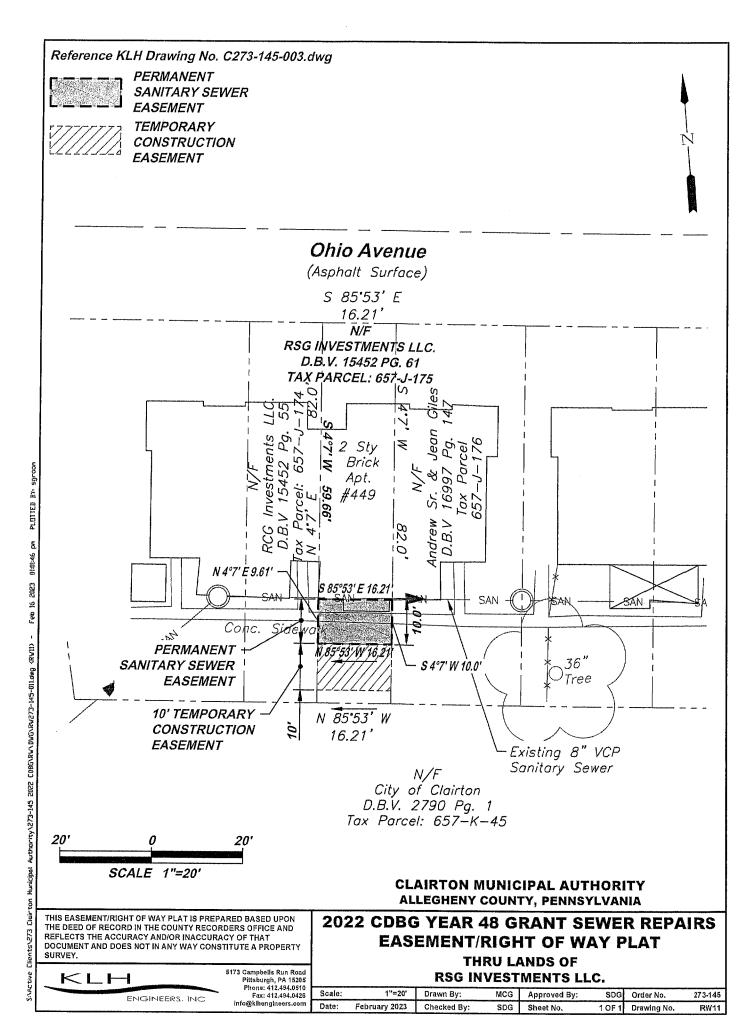
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of Andrew Giles Sr. and Jean Giles Drawing No. RW10

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of Andrew Giles Sr. and Jean Giles, as recorded in Deed Book Volume 16997, Page 147, also known as Tax Parcel 657-J-176, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the westerly property line of the grantor, said point being located South 85°53' East a distance of 73.94' and South 4°7' West, a distance of 59.68' from the intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, South 85°53' East a distance of 10.75' to a point; thence through property of the grantor, North 4°7' East a distance of 8.37' to a point; thence through property of the grantor, South 85°53' East a distance of 9.90' to a point; thence through property of the grantor, North 4°7' East a distance of 8.25' to a point; thence through property of the grantor, South 85°53' East a distance of 8.25' to a point on the easterly property line of the grantor; thence along the easterly line of the grantor, South 4°7' West a distance of 20.0' to a point on the easterly property line of the grantor; thence through property of the grantor, North 85°53' West a distance of 28.90' to a point on the westerly property line of the grantor; thence along the westerly line of the grantor, North 4°7' East a distance of 9.59' to a point on the westerly property line of the grantor, the point of beginning.

Containing 446.02 square feet or 0.0102 acres.



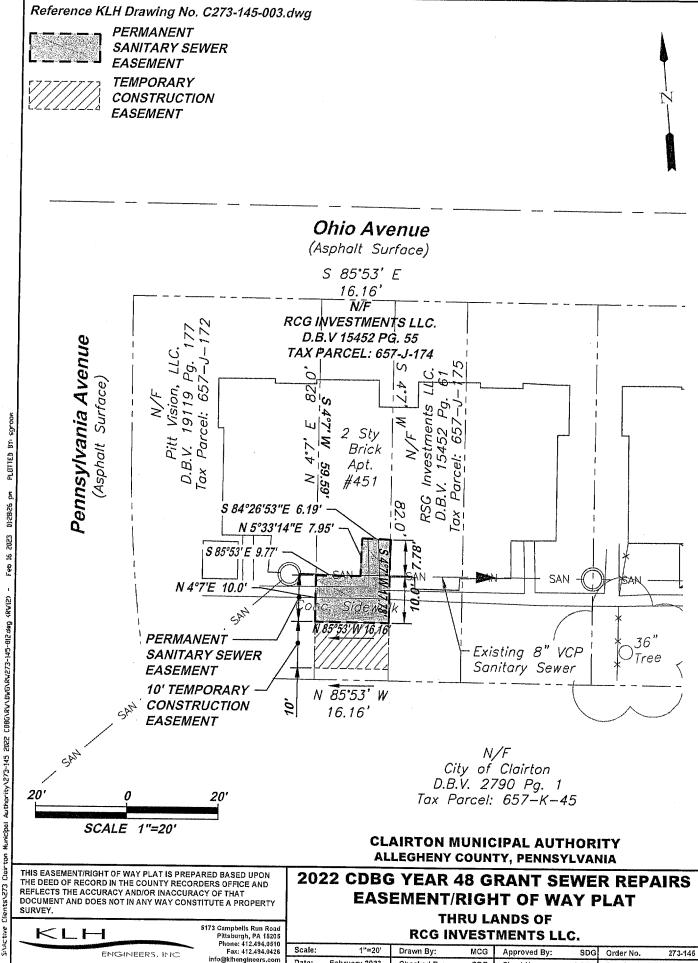
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of RSG Investments, LLC Drawing No. RW11

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of RSG Investments, LLC, as recorded in Deed Book Volume 15452, Page 61, also known as Tax Parcel 657-J-175, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the westerly property line of the grantor, said point being located South 85°53' East a distance of 57.73' and South 4°7' West, a distance of 59.66' from the intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, South 85°53' East a distance of 16.21' to a point on the easterly property line of the grantor; thence along the easterly line of the grantor, South 4°7' West a distance of 9.61' to a point on the easterly property line of the grantor; thence through property of the grantor, North 85°53' West a distance of 16.21' to a point on the westerly property line of the grantor, North 4°7' East a distance of 9.61' to a point on the westerly property line of the grantor, the point of beginning.

Containing 155.78 square feet or 0.0036 acres.



Date:

February 2023

Checked By:

Sheet No.

1 OF 1 Drawing No.

RW12

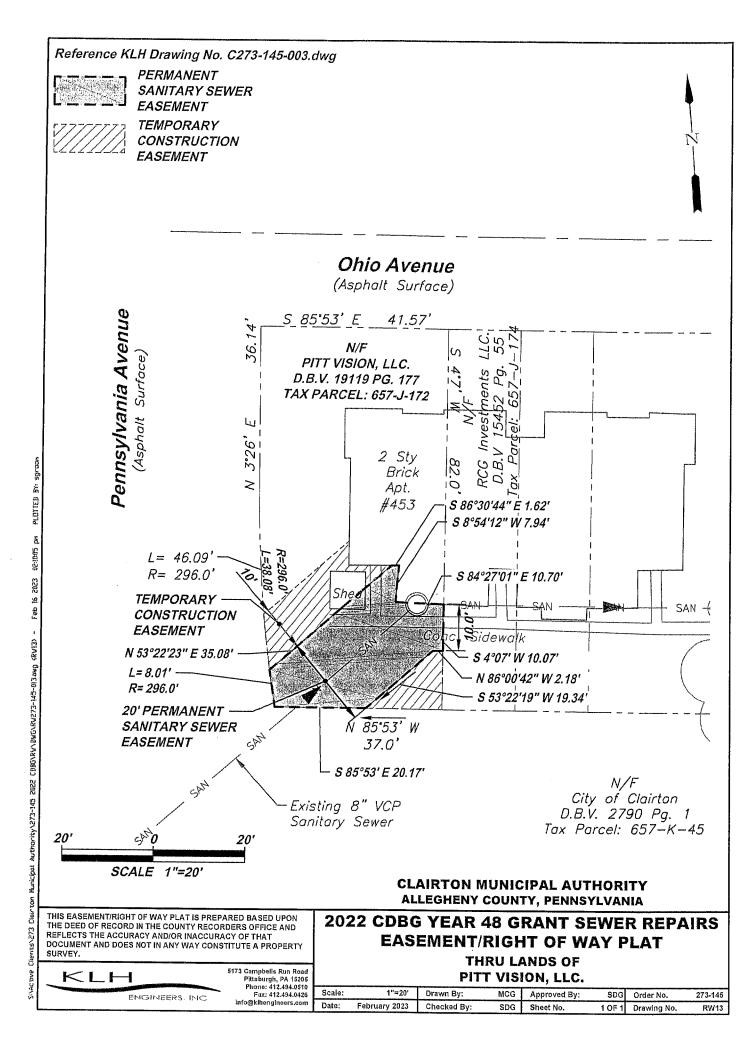
Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of RCG Investments, LLC Drawing No. RW12

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of RCG Investments, LLC, as recorded in Deed Book Volume 15452, Page 55, also known as Tax Parcel 657-J-174, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point along the westerly property line of the grantor, said point being located South 85°53' East a distance of 41.57' and South 4°7' West, a distance of 59.68' from the intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, South 85°53' East a distance of 9.77' to a point; thence through property of the grantor, North 5°33'14" East a distance of 7.95' to a point; thence through property of the grantor, South 84°26'53" East a distance of 6.19' to a point on the easterly property line of the grantor; thence along the easterly property line of the grantor, South 4°7' West a distance of 17.78' to a point on the easterly property line of the grantor; thence through property of the grantor, North 85°53' West a distance of 16.16' to a point on the westerly property line of the grantor; thence along the westerly line of the grantor, North 4°7' East a distance of 10.0' to a point on the westerly property line of the grantor, the point of beginning.

Containing 212.37 square feet or 0.0049 acres.



Legal Description for a Permanent Sanitary Sewer Easement through lands now or formerly of Pitt Vision, LLC Drawing No. RW13

All that certain parcel of ground to be known as a Permanent Sanitary Sewer Easement through lands now or formerly of Pitt Vision, LLC, as recorded in Deed Book Volume 19119, Page 177, also known as Tax Parcel 657-J-172, situate in the City of Clairton, County of Allegheny and Commonwealth of Pennsylvania, and more fully described here to wit:

Perimeter description of the Permanent Sanitary Sewer Easement:

Beginning at a point on the westerly property line of the grantor, also being the easterly line of Pennsylvania Avenue, said point being located South 3°26' West a distance of 36.14' and by an arc with a radius of 296.0 feet and arc length of 38.08 feet from the intersection of the southerly line of Ohio Avenue and the easterly line of Pennsylvania Avenue; thence through property of the grantor, North 53°22'23" East a distance of 35.08 feet to a point; thence through property of the grantor, South 86°30'44" East a distance of 1.62 feet to a point; thence through property of the grantor, South 8°54'12" West a distance of 7.94 feet to a point; thence through property of the grantor, South 84°27'01" East a distance of 10.70 feet to a point on the easterly line of the grantor; thence along the easterly line of the grantor, South 4°07' West a distance of 10.07 feet to a point along the easterly line of the grantor; thence through property of the grantor, North 86°00'42" West a distance of 2.18 feet to a point; thence through property of the grantor, South 53°22'19" West a distance of 19.34 feet to a point on the southerly property line of the grantor; thence along the southerly line of the grantor, South 85°53' East a distance of 20.17 feet to a point at the intersection of the southerly line of the grantor and the westerly line of the grantor, also being the easterly line of Pennsylvania Avenue; thence along the westerly line of the grantor, also being the easterly line of Pennsylvania Avenue by an arc with a radius of 296.0 feet and arc length of 8.01 feet to a point on the westerly line of the grantor, also being the easterly line of Pennsylvania Avenue, the point of beginning.

Containing 667.41 square feet or 0.0153 acres.

