

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

August 15th, 2024

Meeting called to order at 6:00 PM by John Vitullo.

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Workshop Session was held from 5:00 P.M. until 6:30 P.M. discuss operations and construction.

	Present	Absent
<u>Roll Call</u>		
Brian Koontz	<u>      X      </u>	<u>                  </u>
Lawrence Wulf	<u>      X      </u>	<u>                  </u>
John Verlich	<u>                  </u>	<u>          X      </u>
Doug Ozvath	<u>          X      </u>	<u>                  </u>
John Vitullo	<u>          X      </u>	<u>                  </u>

Administration/Professional

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

Citizens Comments:

None:

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Doug Ozvath moved, and Larry Wulf seconded the Motion to approve the minutes from the Board Meeting of June 20<sup>th</sup>, 2024. The motion carried 4-0.

Doug Ozvath moved, and John Vitullo seconded the Motion to approve the bills from June 20<sup>th</sup>, 2024 thru August 14th, 2024. The motion carried 4-0.

Doug Ozvath moved, and John Vitulo seconded the Motion to approve the Year-to-Date Income Statements for both Treatment and Collection. The motion carried 4-0.

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

Doug Ozvath moved, and John Vitullo seconded the Motion to approve Pay Application 25 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$1,128,425.22 for submission for payment. The motion carried 4-0.

John Vitullo moved, and Brian Koontz seconded the Motion to approve letter of acceptance to Jet Jack Inc for CBDG Year 49 Project in the amount of \$229,445.00. The Motion Carried 4-0.

Doug Ozvath moved, and John Vitullo seconded the Motion to approve Pay Application 23 to Bronder Technical Services, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$240,445.91 for payment. The Motion Carried 4-0.

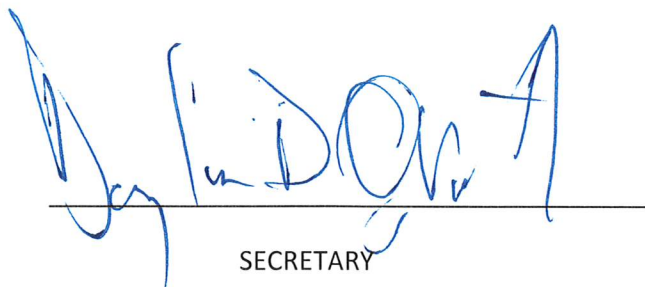
Doug Ozvath moved, and John Vitullo seconded the Motion to adopt Resolution 08152024 requesting funds through the Redevelopment Authority of Allegheny County in the amount of \$1,400,000.00. The Motion Carried 4-0.

Doug Ozvath moved, and John Vitullo seconded the Motion to approve Contract 2024-01 Removal, Hauling, and Disposal of Dewatered Municipal Wastewater Treatment Plant Solids Republic Services at the estimated cost of \$187,891.00. The motion carried 4-0.

Doug Ozvath moved, and Larry Wulf seconded the Motion to approve letter to upstream communities regarding Capital Improvements Plans. The motion carried 4-0.

Doug Ozvath moved, and Larry Wulf seconded the Motion approve AUP Audit Report for Distribution. The motion carried 4-0.

John Vitullo moved, and Doug Ozvath seconded the motion to adjourn. The motion carried 4-0.



SECRETARY

**CLAIRTON MUNICIPAL AUTHORITY**

BOARD OF DIRECTORS

Regular Monthly Meeting

Thursday August 15<sup>th</sup>, 2024

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 on June 20<sup>th</sup>, 2024.
2. Motion to approve the bills.
3. Motion to approve the Year-to-Date Income Statements for both Treatment and Collection.
4. Motion to approve Collection System Billing Summary.
5. Finance Report
  - a. Motion to approve AUP Audit Report for Distribution
6. Collection & Operation Report
7. Engineer's Report
  - a. Motion to approve Pay Application No. 25 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the amount of \$1,128,425.22 for payment
  - b. Motion to approve Pay Application No. 23 to Bronder Technical Services, Inc. for Contract 2019-01 REBID Upgrades Phase 2 Electrical in the amount of \$240,445.91 for payment
  - c. Motion to approve Letter of Acceptance to Jet Jack CBDG Year 49 Project.
  - d. Motion to adopt Resolution 08152024 Requesting Grant Funds through the Redevelopment Authority of Allegheny County.
  - e. Motion to Approve Waste Hauling Bid.
8. Solicitor's Report
  - a. Motion to Approve letter to upstream communities regarding Capital Improvement Plans.
9. New Business
10. Motion to Adjourn

**CMA**  
**MEETING Check Register**  
**For the Period From Jun 20, 2024 to Aug 31, 2024**

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
10720	6/20/24	A&H EQUIPMENT	10310-G	2,305.64
10721	6/20/24	AERZEN USA CORP	10310-G	5,100.00
10722	6/20/24	AIRGAS USA, LLC	10310-G	830.42
10723	6/20/24	AMAZON CAPITAL S	10310-G	347.26
10724	6/20/24	AQUA FILTER FRES	10310-G	9.50
10725	6/20/24	Bronder Technical Se	10310-G	79,302.34
10726	6/20/24	C. GREGG BOYCE	10310-G	200.00
10727	6/20/24	CINTAS	10310-G	177.78
10728	6/20/24	COLUMBIA GAS OF	10310-G	716.34
10729	6/20/24	COMCAST	10310-G	1,666.68
10730	6/20/24	DE LAGE LANDEN F	10310-G	140.00
10731	6/20/24	DRNACH ENVIRON	10310-G	5,295.00
10732	6/20/24	DRV, Incorporated	10310-G	482.16
10733	6/20/24	PACE ANALYTICAL	10310-G	171.38
10734	6/20/24	FAYETTE PARTS SE	10310-G	210.11
10735	6/20/24	FAYETTE WASTE L	10310-G	78.31
10736	6/20/24	FNB Commercial Cre	10310-G	899.39
10737	6/20/24	HORIZON	10310-G	816.00
10738	6/20/24	Invoice Cloud Inc.	10310-G	487.60
10739	6/20/24	JEFFERSON HILLS	10310-G	393.24
10740	6/20/24	KINZUA ENVIRONM	10310-G	652.00
10741	6/20/24	KLH ENGINEERS, IN	10310-G	36,569.92
10742	6/20/24	LINK COMPUTER C	10310-G	1,484.98
10743	6/20/24	MAHER DUESSEL	10310-G	4,300.00
10744	6/20/24	MODEL UNIFORMS	10310-G	599.84
10745	6/20/24	NOBLE ENVIRONME	10310-G	24,941.02
10746	6/20/24	North Central Labs	10310-G	425.95
10747	6/20/24	O'Reilly Automotive I	10310-G	61.98
10748	6/20/24	PASTORE PLUMBIN	10310-G	1,400.00
10749	6/20/24	PENNSYLVANIA ON	10310-G	32.39
10750	6/20/24	PRECISION COPY P	10310-G	108.48
10751	6/20/24	PUMPMAN PITTSBU	10310-G	20,016.28

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Check #	Date	Payee	Cash Account	Amount
10752	6/20/24	Quill LLC	10310-G	67.98
10753	6/20/24	RC WALTER & SON	10310-G	156.44
10754	6/20/24	RENO BROTHERS, I	10310-G	4,490.00
10755	6/20/24	RONDINELLI, DEBO	10310-G	100.00
10756	6/20/24	SAMS CLUB/SYNCH	10310-G	177.46
10757	6/20/24	SHILOH SERVICE, I	10310-G	1,765.00
10758	6/20/24	St Clair Medical Grou	10310-G	226.00
10759	6/20/24	TOTAL INSTRUMEN	10310-G	400.00
10760	6/20/24	TUCKER ARENSBE	10310-G	5,175.00
10761	6/20/24	UNISAFE	10310-G	659.88
10762	6/20/24	USA BLUE BOOK	10310-G	1,966.29
10763	6/20/24	WAYNE CROUSE, I	10310-G	180,475.87
10764	6/21/24	First National Bank	10310-G	3,109.51
10765	6/28/24	Aerzen Rental USA L	10310-G	13,755.00
10766	6/28/24	AMERICAN WATER	10310-G	737.35
10767	6/28/24	Boxer LLC	10310-G	890.00
10768	6/28/24	Bronder Technical Se	10310-G	2,474.44
10769	6/28/24	CINTAS	10310-G	390.03
10770	6/28/24	HORIZON	10310-G	1,056.00
10771	6/28/24	Madison National Life	10310-G	1,962.57
10772	6/28/24	PEOPLES NATURAL	10310-G	147.59
10773	6/28/24	SFR3 LLC	10310-G	31.50
10774	6/28/24	TUCKER ARENSBE	10310-G	2,435.00
10775	6/28/24	USA BLUE BOOK	10310-G	754.87
10776	6/28/24	WEX BANK	10310-G	1,323.97
10777	7/12/24	DUQUESNE LIGHT	10310-G	24,182.81
10778	7/12/24	MEIT	10310-G	35,445.06
10779	7/12/24	SAMS CLUB/SYNCH	10310-G	289.60
10780	7/12/24	Web-Makeovers	10310-G	400.00
10781	7/18/24	A&H EQUIPMENT	10310-G	344.56
10782	7/18/24	AIRGAS USA, LLC	10310-G	403.71
10783	7/18/24	ALL PRO PITTSBUR	10310-G	200.00

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10784	7/18/24	AMAZON CAPITAL S	10310-G	726.17
10785	7/18/24	AMERICAN WATER	10310-G	802.10
10786	7/18/24	AQUA FILTER FRES	10310-G	65.50
10787	7/18/24	CINTAS	10310-G	465.81
10788	7/18/24	COLUMBIA GAS OF	10310-G	412.20
10789	7/18/24	COMCAST	10310-G	1,643.45
10790	7/18/24	Court Pest Control	10310-G	170.00
10791	7/18/24	DE LAGE LANDEN F	10310-G	140.00
10792	7/18/24	DRNACH ENVIRON	10310-G	32,179.00
10793	7/18/24	PACE ANALYTICAL	10310-G	59.12
10794	7/18/24	FAGAN SANITARY S	10310-G	319.31
10795	7/18/24	FAYETTE PARTS SE	10310-G	276.31
10796	7/18/24	FAYETTE WASTE L	10310-G	78.31
10797	7/18/24	First National Bank	10310-G	3,109.51
10798	7/18/24	FNB Commercial Cre	10310-G	1,037.94
10799	7/18/24	GATEWAY ENGINE	10310-G	531.74
10800	7/18/24	Groff Tractor and Equ	10310-G	3,987.20
10801	7/18/24	HOME DEPOT CRE	10310-G	420.46
10802	7/18/24	Invoice Cloud Inc.	10310-G	476.80
10803	7/18/24	KAG SIGN WORKS	10310-G	100.00
10804	7/18/24	KLH ENGINEERS, IN	10310-G	53,726.01
10805	7/18/24	LINK COMPUTER C	10310-G	1,484.98
10806	7/18/24	William Merlino	10310-G	40.45
10807	7/18/24	MODEL UNIFORMS	10310-G	599.84
10808	7/18/24	NOBLE ENVIRONME	10310-G	25,006.23
10809	7/18/24	North Central Labs	10310-G	496.33
10810	7/18/24	PA AMERICAN WAT	10310-G	9,865.19
10811	7/18/24	PA DEP	10310-G	500.00
10812	7/18/24	PASTORE PLUMBIN	10310-G	3,000.00
10813	7/18/24	PENNSYLVANIA ON	10310-G	61.19
10814	7/18/24	BOWES BANK INC	10310-G	1,037.50
10815	7/18/24	PRECISION COPY P	10310-G	203.52

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Check #	Date	Payee	Cash Account	Amount
10816	7/18/24	PUMPMAN PITTSBU	10310-G	5,217.23
10817	7/18/24	R.E. MICHEL COMP	10310-G	49.90
10818	7/18/24	RC WALTER & SON	10310-G	19.76
10819	7/18/24	SHILOH SERVICE, I	10310-G	1,151.35
10820	7/18/24	SNYDER BROTHER	10310-G	226.44
10821	7/18/24	St Clair Medical Grou	10310-G	650.00
10822	7/18/24	UNIVAR SOLUTION	10310-G	3,945.00
10823	7/18/24	USA BLUE BOOK	10310-G	993.06
10824	7/18/24	VAULT HEALTH	10310-G	223.00
10825	7/18/24	VERIZON WIRELES	10310-G	491.31
10826	7/18/24	WILMINGTON TRUS	10310-G	746.42
10827	7/31/24	Aerzen Rental USA L	10310-G	11,127.50
10828	7/31/24	Applied Industrial Tec	10310-G	488.70
10829	7/31/24	Boxer LLC	10310-G	1,000.00
10830	7/31/24	Bronder Technical Se	10310-G	110,700.00
10831	7/31/24	CINTAS	10310-G	193.63
10832	7/31/24	Court Pest Control	10310-G	85.00
10833	7/31/24	CRAWFORD ELLEN	10310-G	2,621.64
10834	7/31/24	DRV INCORPORATE	10310-G	1,452.24
10835	7/31/24	GATEWAY ENGINE	10310-G	464.11
10836	7/31/24	HENWIL CORPORA	10310-G	7,907.94
10837	7/31/24	Madison National Life	10310-G	2,480.22
10838	7/31/24	NSS LIFE	10310-G	3,449.70
10839	7/31/24	PA AMERICAN WAT	10310-G	27.77
10840	7/31/24	PEOPLES NATURAL	10310-G	62.82
10841	7/31/24	Precision Industrial C	10310-G	571.72
10842	7/31/24	PUMPMAN PITTSBU	10310-G	1,500.00
10843	7/31/24	RENO BROTHERS, I	10310-G	414.02
10844	7/31/24	SNYDER BROTHER	10310-G	160.78
10845	7/31/24	David M. Spence	10310-G	130.25
10846	7/31/24	STEEL RIVERS COU	10310-G	9,867.00
10847	7/31/24	TUCKER ARENSBE	10310-G	3,242.75

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Check #	Date	Payee	Cash Account	Amount
10848	7/31/24	US Asset Manageme	10310-G	12,871.06
10848V	8/12/24	US Asset Manageme	10310-G	-12,871.06
10849	7/31/24	VERIZON WIRELES	10310-G	390.52
10850	7/31/24	WAYNE CROUSE, I	10310-G	982,657.66
10851	7/31/24	Web-Makeovers	10310-G	200.00
10852	7/31/24	WEBBS AUTOMOTI	10310-G	71.00
10853	7/31/24	WEX BANK	10310-G	1,435.80
10854	8/7/24	Vinoski Winery LLC	10310-G	2,025.00
10855	8/15/24	A&H EQUIPMENT	10310-G	296.64
10857	8/15/24	AIRGAS USA, LLC	10310-G	644.36
10858	8/15/24	AMERICAN WATER	10310-G	134.80
10859	8/15/24	AQUA FILTER FRES	10310-G	52.50
10860	8/15/24	COMCAST	10310-G	1,778.70
10861	8/15/24	DRNACH ENVIRON	10310-G	5,295.00
10862	8/15/24	DRV INCORPORATE	10310-G	270.84
10863	8/15/24	DUQUESNE LIGHT	10310-G	36,853.90
10864	8/15/24	PACE ANALYTICAL	10310-G	59.12
10865	8/15/24	FAYETTE PARTS SE	10310-G	244.99
10866	8/15/24	FAYETTE WASTE L	10310-G	76.35
10867	8/15/24	FedEx	10310-G	87.00
10868	8/15/24	FNB Commercial Cre	10310-G	3,409.40
10869	8/15/24	HORIZON	10310-G	10,767.00
10870	8/15/24	Invoice Cloud Inc.	10310-G	480.40
10871	8/15/24	JEFFERSON HILLS	10310-G	133.89
10872	8/15/24	KLH ENGINEERS, IN	10310-G	65,389.64
10873	8/15/24	LINK COMPUTER C	10310-G	1,484.98
10874	8/15/24	MEIT	10310-G	35,445.06
10875	8/15/24	MODEL UNIFORMS	10310-G	881.80
10876	8/15/24	Municipal Finance Pa	10310-G	1,500.00
10877	8/15/24	NOBLE ENVIRONME	10310-G	18,900.03
10878	8/15/24	PA AMERICAN WAT	10310-G	7,224.58
10879	8/15/24	PENNSYLVANIA ON	10310-G	46.72



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**MEETING Check Register**  
**For the Period From Jun 20, 2024 to Aug 31, 2024**

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Check #	Date	Payee	Cash Account	Amount
10880	8/15/24	PITNEY BOWES GL	10310-G	477.39
10881	8/15/24	RC WALTER & SON	10310-G	383.32
10882	8/15/24	RONDINELLI, DEBO	10310-G	100.00
10883	8/15/24	SAMS CLUB/SYNCH	10310-G	554.68
10884	8/15/24	SHILOH SERVICE, I	10310-G	1,151.35
10885	8/15/24	STEEL RIVERS COU	10310-G	289.85
10886	8/15/24	TOTAL SP LLC	10310-G	630.00
10887	8/15/24	US Asset Manageme	10310-G	9,728.91
10888	8/15/24	USA BLUE BOOK	10310-G	724.74
10889	8/15/24	VAULT HEALTH	10310-G	55.75
<b>Total</b>				<b><u>1,983,232.5</u></b>

CMA  
Year to Date Income Statement  
WWTP Budget to Actual  
For the Seven Months Ending July 31, 2024  
Percent of Year 58.33% (7 months / 12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Clairton Collect/Debt Service	\$ 682,908.61	\$ 1,192,000.00	509,091.39	57.29
Jefferson Hills Debt Service	541,343.53	928,000.00	386,656.47	58.33
Petersan WWTP Debt Service	466,995.90	808,000.00	341,004.10	57.80
South Park Debt Service	88,722.24	145,000.00	56,277.76	61.19
<b>Total Debt Service Revenues</b>	<b>1,779,970.28</b>	<b>3,073,000.00</b>	<b>1,293,029.72</b>	<b>57.92</b>
Clairton Collec/Operation/Main	552,366.00	1,100,000.00	547,634.00	50.22
Jefferson Hills Operation/Main	453,546.87	1,075,000.00	621,453.13	42.19
Petersan Operation/Maint	975,560.61	1,125,000.00	149,439.39	86.72
South Park Operation/Maint	132,626.00	240,000.00	107,374.00	55.26
<b>Total Consumption Revenues</b>	<b>2,114,099.48</b>	<b>3,540,000.00</b>	<b>1,425,900.52</b>	<b>59.72</b>
<b>Other Revenue</b>				
Sludge Acceptance	85,607.90	200,000.00	114,392.10	42.80
Miscellaneous Income	205,054.68	0.00	(205,054.68)	0.00
Collection Office Rent	0.00	12,000.00	12,000.00	0.00
Interest Income	88,688.94	50,000.00	(38,688.94)	177.38
Investment Interest	99,530.49	50,000.00	(49,530.49)	199.06
Capacity Fees	51,776.00	50,000.00	(1,776.00)	103.55
Gain of Sale of Assets	7,111.97	0.00	(7,111.97)	0.00
<b>Total Other Revenues</b>	<b>537,769.98</b>	<b>362,000.00</b>	<b>(175,769.98)</b>	<b>148.56</b>
<b>Total Revenues</b>	<b>\$ 4,431,839.74</b>	<b>\$ 6,975,000.00</b>	<b>2,543,160.26</b>	<b>63.54</b>
<b>Expenses</b>				
Office Expenses	\$ 10,863.66	\$ 12,925.00	2,061.34	84.05
Treatment Supplies & Chemicals	102,292.63	156,700.00	54,407.37	65.28
Treatment Sludge Disposal	164,587.41	330,000.00	165,412.59	49.87
Flow Monitoring Data & Fees	105,993.19	161,000.00	55,006.81	65.83
Equipment	160,080.70	504,000.00	343,919.30	31.76
Maintenance & Repair	56,778.15	191,000.00	134,221.85	29.73
Vehicle Expense	8,426.29	19,500.00	11,073.71	43.21
Utilities	259,932.27	457,750.00	197,817.73	56.78
Wages & Taxes	562,842.17	848,960.00	286,117.83	66.30
Employee Benefits	242,309.13	445,200.00	202,890.87	54.43
Conference & Memberships	9,713.28	24,200.00	14,486.72	40.14
Professional Services	135,207.38	264,500.00	129,292.62	51.12
Insurance	275,573.31	82,312.00	(193,261.31)	334.79
<b>Total Operating Expenses</b>	<b>2,094,599.57</b>	<b>3,498,047.00</b>	<b>1,403,447.43</b>	<b>59.88</b>
<b>Total Debt Payments</b>				
Series B Bond Interest Expense	916,887.50	1,890,500.00	973,612.50	48.50
Debt Service Coverage - 10%	0.00	307,000.00	307,000.00	0.00
<b>Total Debt Payments</b>	<b>916,887.50</b>	<b>2,197,500.00</b>	<b>1,280,612.50</b>	<b>41.72</b>
<b>Total Expenses</b>	<b>3,011,487.07</b>	<b>5,695,547.00</b>	<b>2,684,059.93</b>	<b>52.87</b>
<b>Over/Under Budget</b>	<b>\$ 1,420,352.67</b>	<b>\$ 1,279,453.00</b>	<b>(140,899.67)</b>	<b>111.01</b>

For Management Purposes Only

CMA  
Year to Date Income Statement  
Collection Budget to Actual  
For the Seven Months Ending July 31, 2024  
Percent of Year 58.33% (7 months /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Residential Flat Rate	\$ 732,164.37	\$ 1,404,000.00	671,835.63	52.15
Commerical Flat Rate	104,735.07	200,000.00	95,264.93	52.37
Alleg Housing Flat Rate	83,328.00	142,848.00	59,520.00	58.33
School Flat Rate	15,876.00	6,672.00	(9,204.00)	237.95
USS Flat Rate	621,922.00	1,066,152.00	444,230.00	58.33
<b>Total Debt Service Revenues</b>	<b>1,558,025.44</b>	<b>2,819,672.00</b>	<b>1,261,646.56</b>	<b>55.26</b>
<b>Total Consumption Revenues</b>	<b>1,014,195.30</b>	<b>1,700,000.00</b>	<b>685,804.70</b>	<b>59.66</b>
<b>Total Consumption Revenues</b>	<b>\$ 1,014,195.30</b>	<b>\$ 1,700,000.00</b>	<b>685,804.70</b>	<b>59.66</b>
<b>CTH Consumption Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>	<b>0.00</b>
CTH Debt Service Revenues	93,100.00	0.00	(93,100.00)	0.00
CTH Penalty and Interest	0.00	0.00	0.00	0.00
<b>Total Century Townhomes</b>	<b>93,100.00</b>	<b>0.00</b>	<b>(93,100.00)</b>	<b>0.00</b>
<b>Other Revenue</b>				
Penalty	177,851.31	170,000.00	(7,851.31)	104.62
Dye Test Fees - Plumber	(2,600.00)	0.00	2,600.00	0.00
Dye Test - Application Fees	2,225.00	6,500.00	4,275.00	34.23
Lien Letter Fees	3,095.00	4,700.00	1,605.00	65.85
NSF Fees	1,591.00	300.00	(1,291.00)	530.33
Posting Fees -Terminations \$20	41,805.00	62,500.00	20,695.00	66.89
Notice Fee - \$15	(35.00)	0.00	35.00	0.00
Vactor Rental	1,575.28	0.00	(1,575.28)	0.00
Grant	104,330.00	0.00	(104,330.00)	0.00
Miscellaneous Income	250.00	0.00	(250.00)	0.00
Interest Income	142.43	0.00	(142.43)	0.00
Investment Interest	0.16	0.00	(0.16)	0.00
<b>Total Other Revenues</b>	<b>330,230.18</b>	<b>244,000.00</b>	<b>(86,230.18)</b>	<b>135.34</b>
<b>Total Revenues</b>	<b>\$ 2,995,550.92</b>	<b>\$ 4,763,672.00</b>	<b>1,768,121.08</b>	<b>62.88</b>
<b>Expenses</b>				
Office Expenses	\$ 1,587.60	\$ 7,200.00	5,612.40	22.05
Billing Expense	34,207.07	80,500.00	46,292.93	42.49
Collection System Supplies	8,115.00	47,250.00	39,135.00	17.17
Equipment	3,113.94	51,200.00	48,086.06	6.08
Maintenance & Repair	5,815.21	45,950.00	40,134.79	12.66
Vehicle Expense	8,897.85	28,000.00	19,102.15	31.78
Utilities	19,040.91	49,800.00	30,759.09	38.23
Wages & Taxes	246,708.64	407,500.00	160,791.36	60.54
Employee Benefits	82,348.99	231,200.00	148,851.01	35.62
Conference & Memberships	2,696.41	11,700.00	9,003.59	23.05
Professional Services	65,028.34	158,000.00	92,971.66	41.16
Insurance	26,347.69	61,200.00	34,852.31	43.05
WWTP Treatment Charges	552,366.00	1,100,000.00	547,634.00	50.22
<b>Total Operating Expenses</b>	<b>1,056,273.65</b>	<b>2,279,500.00</b>	<b>1,223,226.35</b>	<b>46.34</b>

For Management Purposes Only

CMA  
Year to Date Income Statement  
Collection Budget to Actual  
For the Seven Months Ending July 31, 2024  
Percent of Year 58.33% (7 months /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Total Debt Payments				
Debt Pmt City of Clairton	158,385.91	454,107.12	295,721.21	34.88
Debt Pmt (full bond)	310,375.93	0.00	(310,375.93)	0.00
Debt Service Coverage - 10%	0.00	55,000.00	55,000.00	0.00
Debt Pmt WWTP Transfers	682,908.61	1,492,000.00	809,091.39	45.77
Interest Expense	108,976.28	0.00	(108,976.28)	0.00
	<hr/>	<hr/>	<hr/>	
Total Debt Payments	1,260,646.73	2,001,107.12	740,460.39	63.00
	<hr/>	<hr/>	<hr/>	
Total Expenses	2,316,920.38	4,280,607.12	1,963,686.74	54.13
	<hr/>	<hr/>	<hr/>	
Over/Under Budget	\$ 678,630.54	\$ 483,064.88	(195,565.66)	140.48
	<hr/>	<hr/>	<hr/>	

CMA  
Cash Account Monthly Summary  
As of: July 31, 2024

		<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursements</u>		<u>Ending Balance</u>
<b>Operating Accounts</b>								
10320-T	FN-WWTP Depository	3,437,759.60	\$	1,019,880.19	\$	(2,115,829.66)	\$	2,341,810.13
10330-C	FN-Collection Depository	2,822,183.02		358,593.83		(513,789.07)		2,666,987.78
10311-G	FN-Payroll	22,983.90		164,118.88		(164,263.57)		22,839.21
10310-G	FN-Disbursements	124,730.64		1,389,719.86		(1,373,730.87)		140,719.63
<b>Reserved Accounts</b>								
10331-C	FN-Collection City Pmts	492,664.31		41,820.00		0.00		534,484.31
10322-T	FN-OPEB	528,141.13		1,875.90		0.00		530,017.03
10321-T	FN-WWTP Capacity & Capital Im	3,073,019.67		1,531,181.94		(1,298,195.66)		3,306,005.95
10333-C	Collection Capital Improvement	1,216,357.24		0.00		0.00		1,216,357.24
10332-T	WWTP Debt Coverage	83,185.93		205,794.89		0.00		288,980.82
Total FNB Accounts		<u>11,801,025.44</u>	\$	<u>4,712,985.49</u>	\$	<u>(5,465,808.83)</u>	\$	<u>11,048,202.10</u>
<b>Trustee Accounts</b>								
10200-C	WF Series A - Construction	3.28	\$	0.01	\$	(3.29)	\$	0.00
10200-T	WF - Series B - Construction	23.65		0.10		(23.75)		0.00
10220-T	WF - Debt Service	298,985.41		955.44		(299,940.85)		0.00
10221-T	WF - Debt Service Reserve	4,641,564.17		18,017.07		(4,659,581.24)		0.00
10400-T	Refunding bond A&B Cost	1,000.00		19.63		0.00		1,019.63
10402-T	2024 Refi. Bond A&B Debt Resrv	0.00		3,613,993.39		0.00		3,613,993.39
10403-C	2024 Bond A Debt Service	0.00		241,754.73		0.00		241,754.73
10404-T	2024 Bond B Debt Service	0.00		1,377,607.35		0.00		1,377,607.35
Total Trustee Accounts		<u>4,941,576.51</u>	\$	<u>5,252,347.72</u>	\$	<u>(4,959,549.13)</u>	\$	<u>5,234,375.10</u>
<b>Grand Total</b>								
Grand Total		<u>16,742,601.95</u>	\$	<u>9,965,333.21</u>	\$	<u>(10,425,357.96)</u>	\$	<u>16,282,577.20</u>

Motion to approve Collection System Billing Summary.

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

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

		Yes	No
<u>Roll Call</u>	Brian Koontz	_____	_____
	Lawrence Wulf	_____	_____
	John Verlich	_____	_____
	Doug Ozvath	_____	_____
	John Vitullo	_____	_____

# Sewer Receivables

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
ALLF1	Allegheny Housing Flat (Wylie)	\$ 9,982.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,982.00)
ALLF2	Allegheny Housing Flat (Reed)	\$ 1,922.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,922.00)
CNTRY	Century Town Homes Flat Rate	\$ 13,300.00	\$ -	\$ 665.00	\$ 6,270.37	\$ -	\$ -	\$ -	\$ -
COLLE	Metered Sewer Collection	\$ 93,306.34	\$ (1,106.48)	\$ 1,430.86	\$ 6,715.56	\$ -	\$ -	\$ 2,993.54	\$ (110,125.25)
COMF	Commercial Sewer Flat Rate	\$ 15,357.59	\$ -	\$ 276.95	\$ 229.58	\$ -	\$ -	\$ 125.00	\$ (13,783.38)
RESF	Residential Sewer Flat Rate	\$ 105,646.14	\$ (1,681.50)	\$ 2,275.91	\$ 7,888.12	\$ -	\$ -	\$ 1,220.45	\$ (117,046.39)
SSRF	School Sewer Flat Rate	\$ 2,268.00	\$ -	\$ 104.89	\$ -	\$ -	\$ -	\$ -	\$ (56.93)
USSF	USS Sewer Flat Rate	\$ 88,846.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (88,846.00)
PRIOR	Prior Balances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.04	\$ (0.04)
Billed Collection Flat usage Charge		\$ 16.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sewer Receivables Totals	\$ 330,644.07	\$ (2,787.98)	\$ 4,753.61	\$ 21,103.63	\$ -	\$ -	\$ 4,339.03	\$ (341,761.99)

# Sewer Direct

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
NSF Fee	NSF Fee	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ (100.00)
POST	Posting Fee - Shut Offs	\$ -	\$ 7,275.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ (8,037.68)
TurnOff	Water Turn Off Fee	\$ -	\$ 2,220.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,249.98)
TurnOn	Turn On Fee	\$ -	\$ 780.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (720.00)
Dollar Energy Fund Discount	Dollar Energy Fund Discount CMA	\$ (284.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 284.00	\$ -
	Sewer Direct Totals	\$ (284.00)	\$ 10,650.00	\$ -	\$ -	\$ -	\$ -	\$ 509.00	\$ (10,107.66)

# Sewer Summary

Previous Ending Balance	\$ 3,178,181.88
Charges	\$ 330,360.07
Adjustments	\$ 7,862.02
Penalties	\$ 4,753.61
Interest	\$ 21,103.63
Discounts	\$ -
Refunds	\$ -
Adjusted Receipts	\$ 4,848.03
Receipts	\$ (351,869.65)
Current Balance	\$ 3,195,239.59

Total Receipts \$ (347,021.62)

**Century Townhomes** – A mediation session was held in our offices on July 9, 2021. A video conference was held with the solicitor in July, he will report on that. A mediation session is scheduled for September 12, 2022. There was a meeting on site concerning the water line separation project. **The solicitor will report on this.**

**Delinquent Accounts shutoffs** – In July we sent out 354 10- day delinquent notices, 109 properties were posted for shutoff, and 32 accounts were sent over to the water company for shut off and 20 were shut off.

**Collections Crew Management and Reporting** – The July 2024 report has been sent to you.

**\$Energy Fund** – In May, the fund processed 9 applications, approved 9. We received a total of \$1,083 from Dollar Energy. The funds are now exhausted, there will be no more funds for the year.

**Grants** –We received notification that we a Grant for \$180,439.00 from a PA Small Waters and Streams grant for Golden Gate Phase II.

**LIHWAP** –

**PAHAF** – Pennsylvania Homeowners Assistance Fund opened up applications again on March 18<sup>th</sup>, 2024. Applicants are eligible for up to \$10,000.00 in utility payments. We have advertised this on our Facebook page, are in the process of getting information on our Webpage, and are planning on getting the phone number to the program added to our future bills.

**Bond refinancing:** Our Rate was affirmed at BBB+, so there is no change from our last rating. We will need to pick savings threshold for the bond reissue. I think 3% is a good goal. On April 25<sup>th</sup> 2024 our bonds went to market. Between bonds A and B, we got a cost reduction of 3.0172%, The Net Present Value of that savings would be \$1.3 million. The refinancing should be completed by the first week of June. **This process is wrapping up at this point. We have our new schedule of monthly payment requirements to satisfy remaining bond payments for 2024.**

**Sludge Hauling:** We had discussed this last August when it came time to renew our contract for the year. It was stated that we wanted to bid this contract again to see if there are any savings. So we decided to revisit the topic in May of 2024. **This will be discussed in the Engineers Report.**

We have been getting requests to transfer taps between properties. We don't think there is ill intent in moving these taps but the process does involve some work on our end. Ryan and I believe that the ones we have recently received are not really a issue, but our thought is that some fee should be assessed to compensate for the time spent processing the requests.

**The Agreed Upon Procedures Audit** has been completed. We will not owe the communities any money for the year. Once the audit is approved by the board we will distribute the files to the Communities.

**On September 4<sup>th</sup> 2024** we are having another tour for the members of the upstream communities. Invitations have been sent.



BUDGETED REVENUE [BR]	BUDGETED EXPENSE [BE]	BUDGET REVENUE (LOSS) [BE]	[BR]
\$ 6,776,700.00	\$ 6,859,256.00	\$	(82,556.00)

AUDITED REVENUE [AR]	AUDITED EXPENSE [AE]	AUDITED REVENUE (LOSS) [AR- AE]	ALLOWABLE REVENUE [5% OF AE]	BALANCE TO BE REFUNDED (REPAYED) - AUDITED [(D-C)*-1]
\$ 6,656,196.00	\$ 6,752,990.00	\$ (96,794.00)	\$ 337,649.50	\$ (434,443.50)

PRIOR LOSS CARRY FORWARD FROM 2022	ANNUAL CREDIT FLOW BASED - CLAIRTON	ANNUAL CREDIT FLOW BASED - JEFFERSON HILLS	ANNUAL CREDIT FLOW BASED - SOUTH PARK	ANNUAL CREDIT FLOW BASED - PCSA	LOSS CARRIED FORWARD TO 2024
\$ -	\$ (130,419.94)	\$ (118,385.85)	\$ (39,534.36)	\$ (146,103.35)	\$ (434,443.50)

MUNICIPALITY	FLOW (MILLION GALLONS)	% OF TOTAL FLOW
Clairton	418.24	30.02%
Jefferson Hills	379.72	27.25%
South Park	126.75	9.10%
Peters	468.62	33.63%
Total	1,393.33	100.00%

BUDGETED REVENUE [BR]	BUDGETED EXPENSE [BE]	BUDGET REVENUE (LOSS) [BR- BE]
\$ 6,776,700.00	\$ 6,859,256.00	\$ (82,556.00)

AUDITED REVENUE [AR]	AUDITED EXPENSE [AE]	AUDITED REVENUE (LOSS) [AR- AE]	ALLOWABLE REVENUE [5% OF AE]	BALANCE TO BE REFUNDED (REPAID) - AUDITED [(D-C)*-1]
\$ 6,656,196.00	\$ 6,752,990.00	\$ (96,794.00)	\$ 337,649.50	\$ (434,443.50)

PRIOR LOSS CARRY FORWARD FROM 2022	ANNUAL CREDIT FLOW BASED - CLAIRTON	ANNUAL CREDIT FLOW BASED - JEFFERSON HILLS	ANNUAL CREDIT FLOW BASED - SOUTH PARK	ANNUAL CREDIT FLOW BASED - PCSA	LOSS CARRIED FORWARD TO 2024
\$ -	\$ (130,419.94)	\$ (118,385.85)	\$ (39,534.36)	\$ (146,103.35)	\$ (434,443.50)

MUNICIPALITY	FLOW (MILLION GALLONS)	% OF TOTAL FLOW
Clairton	418.24	30.02%
Jefferson Hills	379.72	27.25%
South Park	126.75	9.10%
Peters	468.62	33.63%
Total	1,393.33	100.00%

Motion approve AUP Audit Report for Distribution.

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

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

		Yes	No
<u>Roll Call</u>	Brian Koontz	_____	_____
	Lawrence Wulf	_____	_____
	John Verlich	_____	_____
	Doug Ozvath	_____	_____
	John Vitullo	_____	_____

# **Clairton Municipal Authority**

## **2012 Wastewater Treatment Agreement Agreed-Upon Procedures**

**For the Year Ended December 31, 2023**

**MaherDuessel**

Pursuing the profession while promoting the public good®  
[www.md-cpas.com](http://www.md-cpas.com)

# **CLAIRTON MUNICIPAL AUTHORITY**

## **2012 WASTEWATER TREATMENT AGREEMENT AGREED-UPON PROCEDURES**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

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#### **Independent Accountant's Report**

#### **Agreed-Upon Procedures Schedules:**

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## Independent Accountant's Report on Applying Agreed-Upon Procedures – Wastewater Treatment Agreement

**Board of Directors  
Clairton Municipal Authority  
Clairton, Pennsylvania**

We have performed the procedures enumerated below, to assist Clairton Municipal Authority (Authority) in satisfying the provisions of Appendix B of the Authority's 2012 Wastewater Treatment Agreement (Agreement) with its member participants (the Borough of Jefferson Hills, South Park Township, and Peters Creek Sanitary Authority, collectively, the member participants) as of and for the year ended December 31, 2023. Authority management is responsible for satisfying the provisions of the Agreement.

The Authority has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of determining the entity complied with the required provisions of the Agreement. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and results are as follows:

1. **Procedure:** Obtain the Annual Operating Budget prepared by the Authority's duly appointed Professional Engineer that was adopted by the Authority's Board of Directors.

**Result:** The annual budget for the year ended December 31, 2023 was obtained from the Authority's Finance Director on January 24, 2024.

2. **Procedure:** Obtain the final adjusted trial balance for the treatment operations of the Authority that was incorporated into the audited financial statements of the Authority for the corresponding year.

**Result:** We performed the audit for the above-mentioned year-end. As such, we obtained copies of the final adjusted trial balance from our audit engagement file for the corresponding year.

3. **Procedure:** Create a schedule for the above-mentioned year-end that has the following columns:
  - a) Revenue and expense accounts per the Operations trial balance.

- b) Reconciling items for difference in presentation between the Operations trial balance and the Annual Operating Budget to prepare the Operations trial balance on a comparable basis to the Annual Operating Budget. Any reconciling items will be clearly footnoted and explained.
- c) A column for the Operations trial balance on the same basis as the Annual Operating Budget (the result of Column a) and Column b)).
- d) Annual Operating Budget.
- e) Differences between the Annual Operating Budget of Column d) and the Operations trial balance of Column c).

**Result:** We prepared a schedule for the above-mentioned year-end to include each of the columns prescribed above.

4. **Procedure:** The schedule created for Procedure 3 will include the following rows:

- a) All revenue line items of the Annual Operating Budget and a total for all revenues.
- b) All expense line items of the Annual Operating Budget, including the subtotals for operating and debt expenses.
- c) An amount equal to the difference between total revenues and total expenses.

**Result:** We prepared a schedule for the above-mentioned year-end to include each of the rows prescribed above.

5. **Procedure:** Prepare a summary schedule of total revenues, total expenses, and the difference between total revenues and total expenses for the above-mentioned year-end. Obtain the flow data by municipality for the above-mentioned year-end and allocate the net income in the "Adjusted Trial Balance" column and the "Variance" column to each municipality as a percentage of individual municipality flow to total flow.

**Result:** We prepared a summary schedule of total revenues, total expenses, and the difference between total revenues and total expenses for the above-mentioned year-end and performed the aforementioned allocations.

We were engaged by the Authority to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the Agreement. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Authority and its member participants, and is not intended to be, and should not be, used by anyone other than those specified parties.

*Mahe Duessel*

Pittsburgh, Pennsylvania  
August 8, 2024



# CLAIRTON MUNICIPAL AUTHORITY

## OPERATIONS BUDGET TO ACTUAL COMPARISON SCHEDULE

FOR THE YEAR ENDED DECEMBER 31, 2023

ACCOUNT DESCRIPTION	2023 AUDITED TRIAL BALANCE	TRIAL BALANCE ADJUSTMENTS	ADJUSTED TRIAL BALANCE	2023 APPROVED BUDGET	VARIANCE
<b>Operating Revenues:</b>					
Consumption Revenues:					
Clairton Collection/Operations/Maintenance	\$ 836,492	\$ -	\$ 836,492	\$ 975,000	\$ (138,508)
Jefferson Hills Operations/Maintenance	757,902	-	757,902	900,000	(142,098)
Peters Operations/Maintenance	937,234	-	937,234	1,250,000	(312,766)
South Park Operations/Maintenance	253,480	-	253,480	240,000	13,480
Total Consumption Revenues	2,785,108	-	2,785,108	3,365,000	(579,892)
Other Revenues:					
Miscellaneous Income	162,587	-	162,587	-	162,587
Office Rent	-	-	-	12,000	(12,000)
Total Other Revenues	162,587	-	162,587	12,000	150,587
Total Operating Revenues	2,947,695	-	2,947,695	3,377,000	(429,305)
<b>Operating Expenses:</b>					
Wages & Taxes	797,669	-	797,669	827,860	30,191
Employee Benefits	377,864	-	377,864	385,526	7,662
Utilities	391,469	-	391,469	343,000	(48,469)
Contracted Services	157,514	-	157,514	149,500	(8,014)
Maintenance & Repairs	105,612	-	105,612	240,000	134,388
Sludge Disposal	268,402	-	268,402	315,000	46,598
Insurance	68,593	-	68,593	90,000	21,407
Professional Services	182,663	-	182,663	230,500	47,837
Supplies and Equipment	141,792	-	141,792	133,100	(8,692)
Equip Replmt/Debt Coverage/Deprec.	1,133,173	(474,274) (a)	658,899	806,570 (c)	147,671
Other Expenses	16,320	-	16,320	10,700	(5,620)
Vehicle Expense	12,301	-	12,301	38,000	25,699
Conference & Memberships	26,715	-	26,715	24,000	(2,715)
Total Operating Expenses	3,680,087	(474,274)	3,205,813	3,593,756	387,943
<b>Non-Operating Revenues &amp; Expenses:</b>					
Debt Service Revenues:					
Clairton Collection/Debt Service	1,290,923	-	1,290,923	1,191,638	99,285
Jefferson Hills Debt Service	955,779	-	955,779	928,601	27,178
Petersan WWTB Debt Service	824,513	-	824,513	801,067	23,446
South Park Debt Service	148,621	-	148,621	144,394	4,227
Pennvest	-	-	-	50,000	(50,000)
Total Debt Service Revenues	3,219,836	-	3,219,836	3,115,700	104,136
Debt Payments:					
Series B Bond Interest expense	1,890,500	-	1,890,500	1,890,500	-
Pennvest interest expense	90,071	-	90,071	200,000	109,929
DEBT PMT Transfers Wells Fargo	-	1,175,000 (b)	1,175,000	1,175,000	-
Total Debt Payments	1,980,571	1,175,000	3,155,571	3,265,500	109,929
Net non-operating revenue (expense)	1,239,265	(1,175,000)	64,265	(149,800)	214,065
<b>Other Revenues &amp; (Expenses):</b>					
Sludge Acceptance	158,066	-	158,066	250,000	(91,934)
Investment Inc./Fees & Capacity Fees	429,525	(121,350) (d)	308,175	34,000 (d)	274,175
Rebate Communities	(387,352)	-	(387,352)	-	(387,352)
Transfers	18,170	-	18,170	-	18,170
Total Other Revenues & (Expenses)	218,409	(121,350)	97,059	284,000	(186,941)
Total Net Income (Loss)	\$ 725,282	\$ (822,076)	\$ (96,794)	\$ (82,556)	\$ (14,238)

### Adjustments:

- (a) Per the rate covenant, depreciation expense is not intended to be factored into the Engineer's budget. Therefore, it was adjusted out of this analysis. The deduction was offset by any treatment capitalized projects that were paid solely from Clairton Municipal Authority funds. For the year ended December 31, 2023, these projects amounted to \$659,899.
- (b) Amounts represent principal payments not included as expenses on the audited trial balance, as they represent reductions to a liability account under accrual accounting.
- (c) Debt coverage does not represent an actual expense of the Authority. Therefore, there is no adjusted trial balance equivalent.
- (d) Capacity fees were excluded from this schedule, as they represent funds that belong solely to the Authority.

# CLAIRTON MUNICIPAL AUTHORITY

## OPERATIONS BUDGET TO ACTUAL SUMMARY SCHEDULE

FOR THE YEAR ENDED DECEMBER 31, 2023

	<b>AUDITED</b>	<b>TRIAL BALANCE</b>	<b>ADJUSTED</b>	<b>APPROVED</b>	
	<b>TRIAL BALANCE</b>	<b>ADJUSTMENTS</b>	<b>TRIAL BALANCE</b>	<b>BUDGET</b>	<b>VARIANCE</b>
Total Revenues	\$ 6,777,546	\$ (121,350)	\$ 6,656,196	\$ 6,776,700	\$ (120,504)
Total Expenses	\$ 6,052,264	\$ 700,726	\$ 6,752,990	\$ 6,859,256	\$ 106,266
Net Income	\$ 725,282	\$ (822,076)	\$ (96,794)	\$ (82,556)	\$ (14,238)
Net Income Allocation by Municipality:					
Clairton			\$ (29,055)		\$ (4,273)
Jefferson Hills			\$ (26,379)		\$ (3,880)
South Park			\$ (8,805)		\$ (1,295)
Peters			\$ (32,555)		\$ (4,789)

# CLAIRTON MUNICIPAL AUTHORITY

## FLOW DATA

FOR THE YEAR ENDED DECEMBER 31, 2023

### **Municipality:**

#### Clairton:

Flow (MG)	418.24
Percentage	30.02%

#### Jefferson Hills:

Flow (MG)	379.72
Percentage	27.25%

#### South Park:

Flow (MG)	126.75
Percentage	9.10%

#### Peters:

Flow (MG)	468.62
Percentage	33.63%

<b>Total Flow (MG)</b>	<b>1,393.33</b>
------------------------	-----------------

\* Flow data was obtained from the Drnach Environmental, Inc.  
Flow and Sludge Report for each respective year.

BUDGETED REVENUE [BR]	BUDGETED EXPENSE [BE]	BUDGET REVENUE (LOSS) [BR BE]
\$ 6,776,700.00	\$ 6,859,256.00	\$ (82,556.00)

AUDITED REVENUE [AR]	AUDITED EXPENSE [AE]	AUDITED REVENUE (LOSS) [AR- AE]	ALLOWABLE REVENUE [5% OF AE]	BALANCE TO BE REFUNDED (REPAID) - AUDITED [(D-C)*-1]
\$ 6,656,196.00	\$ 6,752,990.00	\$ (96,794.00)	\$ 337,649.50	\$ (434,443.50)

PRIOR LOSS CARRY FORWARD FROM 2022	ANNUAL CREDIT FLOW BASED - CLAIRTON	ANNUAL CREDIT FLOW BASED - JEFFERSON HILLS	ANNUAL CREDIT FLOW BASED - SOUTH PARK	ANNUAL CREDIT FLOW BASED - PCSA	LOSS CARRIED FORWARD TO 2024
\$ -	\$ (130,419.94)	\$ (118,385.85)	\$ (39,534.36)	\$ (146,103.35)	\$ (434,443.50)

MUNICIPALITY	FLOW (MILLION GALLONS)	% OF TOTAL FLOW
Clairton	418.24	30.02%
Jefferson Hills	379.72	27.25%
South Park	126.75	9.10%
Peters	468.62	33.63%
<b>Total</b>	<b>1,393.33</b>	<b>100.00%</b>

- Matt Elyes from KLH has been in contact with the steel rivers COG to discuss and apply for funding for Glick repair work
- Had a Teams meeting with PennDot to discuss the future roadway replacement of 837 and 885. We will be working with them during this time. CMA will give them the inverts of the manholes along route 837. This project is expected to start in 2026
- CMA had a few visitors on site to see our MBR plant. Visitors were from Mexico and the others were from Fairmont, WV. Both groups were impressed with our plant
- Demolition started at the plant for the second half of construction
- CMA employees are learning the new MBR system and seem to have a good understanding of our system. We are continually learning how everything works.
- JWC sent the new discharge pipe for screen #2. WC is to install. JWC is also sending out a new motor for screen #2. That should be shipped next week.
- We sent the rental blower back to Aerzen rental.
- Aerzen is expected to ship our replacement blower in the first week of September. The just received to motor from WEG.
- Met with Mike Perone and a gentleman from Thermal processing. This process has to do with our operations of our digesters and reducing the amount of solids produced and sent to the landfill. This may be something we take a closer look at depending on a cost estimate.
- Bob and Joe are reviewing the sludge hauling bid. Republic came in as the lowest bidder.
- I am starting to look for projects to apply for CBDG51 working with Matt Elyes and Ed Gasdick (CMA).



## **CLAIRTON MUNICIPAL AUTHORITY**

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

**August 15, 2024**

#### **ACTIVE ITEMS**

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

MBR Train 3 and 4 startup began on July 8, 2024. These trains are now fully operational, and the 10-day testing has been completed. The MBR system met the testing requirements. KLH issued Substantial Completion on August 1, 2024, for work associated with Trains 3 and 4. Associated equipment warranties began on this date. The contractors are proceeding with Trains 1 and 2 and clarifier work.

A construction startup status meeting was held on July 24. The construction progress meeting was held on August 13, 2024. The Upstream Committee meeting was canceled.

Wayne Crouse submitted their Pay Application No. 26, in the amount of \$1,128,425.22 for payment. This pay application includes MBR equipment installation and startup as well as retainage reduction to 5%. KLH has reviewed, and we recommend Board approval for payment from CMA project funds.

Bronder submitted their Pay Application No. 23, in the amount of \$240,445.91. This pay application includes installation of conduit/wire, lighting, instrumentation, and startup as well as retainage reduction to 5%. KLH has reviewed, and we recommend Board approval for payment from CMA project funds.

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

Both screens are running without issue. The washer/compactor for Screen No. 1 experienced throughput issues which JWC addressed through control changes. The washer/compactor for Screen No. 2 also experienced throughput issues. JWC cut the top off this discharge chute as a short-term fix while they fabricate a larger diameter chute.

##### **CDBG Year 49**

CMA was awarded \$170,571 for sewer rehabilitation work. The total project cost estimate was \$291,659. KLH prepared plans and specifications for sewer replacement and lining work on Shaw Ave, Holly Way, Worthington, and 6<sup>th</sup>. The drawings and specifications were provided to the COG for bid advertisement. The lower bidder was Jet Jack with a bid price of \$229,445. KLH recommends award to Jet Jack. CMA will need to issue a letter of acceptance to move forward with this project.

### **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). The Concurring Resolution, adopted by the Board at the November Board meeting, was provided to the COG. We are waiting for the COG to award the contract.

### **CDBG Year 51**

**KLH is working with CMA to prepare a cost estimate and application.**

### **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.

The Authority was awarded a grant in the amount of \$180,439. The total amount requested was \$425,000. The Authority will need to decide whether or not to accept this grant and move forward with the project.

KLH is proceeding with preparation of plans and specifications. We recommend advertising this project in early January 2025 so that work can begin after the school is out of session next year.

This project needs to be constructed before the end of September 2026.

### **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. Design has been completed and the Part II Permit was issued by DEP. This project is ready for bid as soon as funding has been secured.

### **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 prepared a grant application for the septage receiving station. The estimated cost for this project is \$868,000. KLH submitted the grant application on October 30, 2023.

### **Sludge Hauling Bid**

**KLH prepared the Authority's Sludge Removal, Hauling, and Disposal Bid Documents and advertised the project. Bids were publicly opened and read aloud on August 1 at 10 AM. The low bidder was Republic Services (bid report attached). Republic included an**

**“Exhibit A – Legal Considerations” with their bid (see attached). KLH has no objections from a technical standpoint, however we recommend that Solicitor McTiernan review from a legal perspective before awarding to Republic.**

**Glick Run Sewer Study**

**KLH completed site survey, and we are currently evaluating alternatives. The COG’s GEDTF grant application is due on August 23. KLH recommends submitting this application for the most cost-effective alternative which will be determined through KLH’s evaluation. KLH also recommends adopting Resolution No. 08-15-2024 as required for the Grant. Adoption of the resolution and submission of the grant application does not commit CMA to completing any project work.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'J. M. Gianvito', written in a cursive style.

---

Joseph M. Gianvito, P.E.



Motion to approve Pay Application 25 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$1,128,425.22 for submission for payment.

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

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

		Yes	No
<u>Roll Call</u>	Brian Koontz	_____	_____
	Lawrence Wulf	_____	_____
	John Verlich	_____	_____
	Doug Ozvath	_____	_____
	John Vitullo	_____	_____

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 479-26

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

Project: 479-Clairton Wastewater Upgrades  
Phase 2

Application No.: 26

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

Via Architect: K.L.H. Engineers

Period To: 7/31/2024

Contract For: Clairton WWTP Upgrades Phase 2

Project Nos: 2019-01

Distribution to:  
☐ Owner  
☐ Architect  
☐ Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT


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

1. Original Contract Sum	\$28,494,000.00
2. Net Change By Change Order	\$182,870.00
3. Contract Sum To Date	\$28,676,870.00
4. Total Completed and Stored To Date	\$23,185,848.48
5. Retainage:	
a. 5.00% of Completed Work	\$1,159,292.43
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$1,159,292.43
6. Total Earned Less Retainage	\$22,026,556.05
7. Less Previous Certificates For Payments	\$20,898,130.83
8. Current Payment Due	\$1,128,425.22
9. Balance To Finish, Plus Retainage	\$6,650,313.95

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

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

CONTRACTOR: Wayne Crouse, Inc.

By:  Date: 7/26/2024

Anthony Marino, Treasurer

State of: Pennsylvania  
Subscribed and sworn to before me this 26th day of July, 2024  
Notary Public: Lynne K. Baran  
My Commission expires: July 20, 2025

County of: Allegheny  
Commonwealth of Pennsylvania - Notary Seal  
Lynne K. Baran, Notary Public  
Allegheny County  
My commission expires June 20, 2025

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
I, Architect, Pennsylvania Association of Notaries in accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$1,128,425.22

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

ARCHITECT:  Date: 08-02-2024

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

# CONTINUATION SHEET

Page 2 of 6

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.

Invoice #: 479-26

Contract: 479-Clairton Wastewater Upgrades Phase 2

Application No.: 26

Application Date: 07/26/24

To: 07/31/24

Architect's Project No.: 2019-01

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored	G Total Completed and Stored To Date	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)							
5	Mobilization - WCI	330,000.00	330,000.00		0.00	0.00	330,000.00	100.00%	0.00	18,635.48
10	Mobilization - Palotta	183,750.00	183,750.00		0.00	0.00	183,750.00	100.00%	0.00	5,199.21
15	Bond	183,175.00	183,175.00		0.00	0.00	183,175.00	100.00%	0.00	10,365.87
20	Insurance	39,270.00	39,270.00		0.00	0.00	39,270.00	100.00%	0.00	2,222.29
25	Field Offices	75,000.00	56,250.00		3,750.00	0.00	60,000.00	80.00%	15,000.00	3,289.29
30	Supervision	300,000.00	240,000.00		15,000.00	0.00	255,000.00	85.00%	45,000.00	14,006.02
35	Scheduling	20,000.00	15,000.00		0.00	0.00	15,000.00	75.00%	5,000.00	848.85
40	Photos	21,800.00	15,260.00		0.00	0.00	15,260.00	70.00%	6,540.00	863.56
45	Temporary Toilets	15,600.00	9,360.00		780.00	0.00	10,140.00	65.00%	5,460.00	551.75
50	Storage Building	35,840.00	35,840.00		0.00	0.00	35,840.00	100.00%	0.00	2,028.19
55	As-Builts/O&Ms	10,000.00	0.00		0.00	0.00	0.00	0.00%	10,000.00	0.00
60	Demobilization	15,000.00	0.00		0.00	0.00	0.00	0.00%	15,000.00	0.00
65	SHOP DRAWINGS	0.00	0.00		0.00	0.00	0.00	0.00%	0.00	0.00
70	Sludge Holding Tank Dewatering Pumps	10,000.00	10,000.00		0.00	0.00	10,000.00	100.00%	0.00	565.90
75	Chem Feed Pump Skids	7,500.00	7,500.00		0.00	0.00	7,500.00	100.00%	0.00	424.42
80	Clarifier Equipment	123,300.00	123,300.00		0.00	0.00	123,300.00	100.00%	0.00	6,977.55
85	Hyperbolic Mixers	74,000.00	74,000.00		0.00	0.00	74,000.00	100.00%	0.00	4,187.66
90	Chemical Storage Tanks	24,900.00	24,900.00		0.00	0.00	24,900.00	100.00%	0.00	1,409.09
95	Membrane Bioreactor Equipment (MMBR)	239,800.00	239,800.00		0.00	0.00	239,800.00	100.00%	0.00	13,570.28
100	Membrane Units	256,500.00	256,500.00		0.00	0.00	256,500.00	100.00%	0.00	14,515.33
105	Cranes and Hoists	96,500.00	96,500.00		0.00	0.00	96,500.00	100.00%	0.00	5,460.93
110	FRP Troughs, Weirs, & Baffles	63,600.00	63,600.00		0.00	0.00	63,600.00	100.00%	0.00	3,599.12
115	Miscellaneous Shop Drawings	30,000.00	28,500.00		1,500.00	0.00	30,000.00	100.00%	0.00	1,655.26
120	SITE WORK	0.00	0.00		0.00	0.00	0.00	0.00%	0.00	0.00
125	Surveying	99,750.00	97,755.00		0.00	0.00	97,755.00	98.00%	1,995.00	2,765.98
130	Clearing & Grubbing	12,600.00	12,600.00		0.00	0.00	12,600.00	100.00%	0.00	356.52
135	Topsoil & Site Grading	68,250.00	0.00		0.00	0.00	0.00	0.00%	68,250.00	0.00
140	Aggregate Walkways	36,750.00	0.00		0.00	0.00	0.00	0.00%	36,750.00	0.00
145	Concrete Sidewalks	47,250.00	0.00		0.00	0.00	0.00	0.00%	47,250.00	0.00
150	Pipe Excavation & Backfill	210,000.00	191,100.00		0.00	0.00	191,100.00	91.00%	18,900.00	5,407.17
155	Filter Socks and Inlet Bags	15,750.00	14,175.00		0.00	0.00	14,175.00	90.00%	1,575.00	401.08
160	Shoring	131,250.00	128,625.00		0.00	0.00	128,625.00	98.00%	2,625.00	3,639.44

# CONTINUATION SHEET

Page 3 of 6

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.

Invoice #: 479-26 Contract: 479- Clairton Wastewater Upgrades Phase 2

Application No.: 26  
Application Date: 07/26/24  
To: 07/31/24  
Architect's Project No.: 2019-01

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E In Place	F Materials Presently Stored	G Total Completed and Stored To Date	(G/C) %	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period						
165	Bulk Excavation & Stone Base	105,000.00	92,400.00	0.00	0.00	0.00	92,400.00	88.00%	12,600.00	2,614.46
170	Backfill Around Concrete Structures	113,400.00	111,132.00	0.00	0.00	0.00	111,132.00	98.00%	2,268.00	3,144.48
175	Stone Base For Asphalt	52,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	52,500.00	0.00
180	Paving	148,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	148,500.00	0.00
185	Seeding	15,750.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,750.00	0.00
190	Fencing	10,600.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,600.00	0.00
195	Concrete Demolition & Saw Cutting	472,500.00	401,625.00	0.00	0.00	0.00	401,625.00	85.00%	70,875.00	11,363.98
200	Handrail Removal	26,250.00	16,537.50	0.00	0.00	0.00	16,537.50	63.00%	9,712.50	467.93
205	Grating removal	26,250.00	15,750.00	0.00	0.00	0.00	15,750.00	60.00%	10,500.00	445.65
210	Mechanical Demolition	150,100.00	97,565.00	0.00	0.00	0.00	112,575.00	75.00%	37,525.00	5,945.91
215	Temporary Pumping	29,300.00	24,905.00	15,010.00	2,930.00	0.00	27,835.00	95.00%	1,465.00	1,492.28
220	Storm Sewer & Inlets	47,250.00	0.00	0.00	0.00	0.00	0.00	0.00%	47,250.00	0.00
225	Manholes	65,300.00	65,300.00	0.00	0.00	0.00	65,300.00	100.00%	0.00	3,695.33
230	Drains	72,500.00	72,500.00	0.00	0.00	0.00	72,500.00	100.00%	0.00	4,102.77
235	Waste Activated Sludge	9,530.00	9,053.50	0.00	0.00	0.00	9,053.50	95.00%	476.50	512.34
240	Effluent Water	11,580.00	8,685.00	0.00	0.00	0.00	8,685.00	75.00%	2,895.00	491.48
245	Plant Effluent	131,390.00	131,390.00	0.00	0.00	0.00	131,390.00	100.00%	0.00	7,435.36
250	Clarifier Effluent	230,020.00	126,511.00	0.00	0.00	0.00	126,511.00	55.00%	103,509.00	7,159.26
255	Future	41,265.00	41,265.00	0.00	0.00	0.00	41,265.00	100.00%	0.00	2,335.20
260	Headworks Drain	4,680.00	4,680.00	0.00	0.00	0.00	4,680.00	100.00%	0.00	264.84
265	CCT Discharge	105,310.00	33,699.20	0.00	0.00	0.00	33,699.20	32.00%	71,610.80	1,907.04
270	CONCRETE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
275	MBR Tanks	1,575,000.00	1,023,750.00	0.00	0.00	0.00	1,023,750.00	65.00%	551,250.00	28,967.01
280	MBR Splitter Box	194,250.00	194,250.00	0.00	0.00	0.00	194,250.00	100.00%	0.00	5,496.30
285	Vault 1	52,500.00	52,500.00	0.00	0.00	0.00	52,500.00	100.00%	0.00	1,485.49
290	Vault 2	94,500.00	94,500.00	0.00	0.00	0.00	94,500.00	100.00%	0.00	2,673.88
295	Vault 3	94,500.00	94,500.00	0.00	0.00	0.00	94,500.00	100.00%	0.00	2,673.88
300	Vault 4	52,500.00	52,500.00	0.00	0.00	0.00	52,500.00	100.00%	0.00	1,485.49
305	Waste Sludge Vault	42,000.00	42,000.00	0.00	0.00	0.00	42,000.00	100.00%	0.00	1,188.39
310	Equipment Pads	52,500.00	52,500.00	0.00	0.00	0.00	52,500.00	100.00%	0.00	1,485.49
315	Blower Pad & Footings	147,000.00	147,000.00	0.00	0.00	0.00	147,000.00	100.00%	0.00	4,159.36
320	Effluent Water Storage Tank	435,750.00	435,750.00	0.00	0.00	0.00	435,750.00	100.00%	0.00	12,329.55

# CONTINUATION SHEET

Page 4 of 6

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.

Invoice # : 479-26

Contract : 479- Clairton Wastewater Upgrades Phase 2

Application No. : 26

Application Date : 07/26/24

To: 07/31/24

Architect's Project No.: 2019-01

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E In Place	F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period						
325	Effluent Water Cascade	378,000.00	378,000.00	0.00	0.00	0.00	378,000.00	100.00%	0.00	10,695.51
330	Clarifier Splitter Box	155,400.00	155,400.00	0.00	0.00	0.00	155,400.00	100.00%	0.00	4,397.04
335	Headworks Building Curb	23,100.00	23,100.00	0.00	0.00	0.00	23,100.00	100.00%	0.00	653.61
340	Chlorine Tank Additions	288,750.00	0.00	0.00	0.00	0.00	0.00	0.00%	288,750.00	0.00
345	Rebar Procurement	567,000.00	567,000.00	0.00	0.00	0.00	567,000.00	100.00%	0.00	16,043.26
350	Rebar Installation	630,000.00	529,200.00	0.00	0.00	0.00	529,200.00	84.00%	100,800.00	14,973.71
355	Mechanical Splicers And Drilled Dowels	52,500.00	42,000.00	0.00	0.00	0.00	42,000.00	80.00%	10,500.00	2,376.78
360	Masonry	20,050.00	0.00	0.00	0.00	0.00	0.00	0.00%	20,050.00	0.00
365	Metal Building	53,200.00	53,200.00	0.00	0.00	0.00	53,200.00	100.00%	0.00	3,010.59
370	Miscellaneous Metals	678,250.00	305,212.50	101,737.50	0.00	0.00	406,950.00	60.00%	271,300.00	20,150.64
375	Doors	18,300.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,300.00	0.00
380	Garage Door	14,150.00	0.00	0.00	0.00	0.00	0.00	0.00%	14,150.00	0.00
385	Painting	372,420.00	335,178.00	18,621.00	0.00	0.00	353,799.00	95.00%	18,621.00	19,494.60
390	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
395	SH Tank Dewatering Pumps - Material	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%	0.00	6,224.90
400	SH Tank Dewatering Pumps - Installation	12,875.00	0.00	0.00	0.00	0.00	0.00	0.00%	12,875.00	0.00
405	Chemical Feed Pump Skids - Material	106,800.00	106,800.00	0.00	0.00	0.00	106,800.00	100.00%	0.00	6,043.81
410	Chemical Feed Pump Skids - Installation	6,700.00	6,700.00	0.00	0.00	0.00	6,700.00	100.00%	0.00	379.15
415	Clarifiers - Material	151,000.00	135,900.00	0.00	0.00	0.00	135,900.00	90.00%	15,100.00	7,690.58
420	Clarifier - FRP Weirs & Baffles - Material	225,400.00	225,400.00	0.00	0.00	0.00	225,400.00	100.00%	0.00	12,755.39
425	Clarifier - Installation Complete	344,900.00	0.00	0.00	0.00	0.00	0.00	0.00%	344,900.00	0.00
430	Hyperbolic Mixers - Material	261,000.00	261,000.00	0.00	0.00	0.00	261,000.00	100.00%	0.00	14,769.99
435	Hyperbolic Mixers - Installation	33,750.00	0.00	0.00	0.00	0.00	0.00	0.00%	33,750.00	0.00
440	Chemical Storage Tanks - Material	224,100.00	224,100.00	0.00	0.00	0.00	224,100.00	100.00%	0.00	12,681.82
445	Chemical Storage Tanks - Installation	60,530.00	60,530.00	0.00	0.00	0.00	60,530.00	100.00%	0.00	3,425.39
450	MEMBRANE BIOREACTOR EQUIPMENT (MMBR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
455	Process And System Design	730,275.00	730,275.00	0.00	0.00	0.00	730,275.00	100.00%	0.00	41,326.26
460	Procurement	60,400.00	60,400.00	0.00	0.00	0.00	60,400.00	100.00%	0.00	3,418.04
465	IOM Manuals	52,200.00	52,200.00	0.00	0.00	0.00	52,200.00	100.00%	0.00	2,954.00
470	Control System Programming	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	100.00%	0.00	3,112.45

# CONTINUATION SHEET

Page 5 of 6

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.

Invoice #: 479-26

Contract: 479- Clairton Wastewater Upgrades Phase 2

Application No.: 26

Application Date: 07/26/24

To: 07/31/24

Architect's Project No.: 2019-01

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E In Place	F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period						
475	Installation QC, Mech Check & Training	52,000.00	26,000.00	5,200.00	0.00	0.00	31,200.00	60.00%	20,800.00	1,618.47
480	Startup	140,000.00	0.00	84,000.00	0.00	0.00	84,000.00	60.00%	56,000.00	2,376.78
485	MMBR Equipment	3,664,085.00	3,297,676.50	0.00	0.00	0.00	3,297,676.50	90.00%	366,408.50	186,615.53
490	Membrane System (WTA) Order Placement	697,900.00	697,900.00	0.00	0.00	0.00	697,900.00	100.00%	0.00	39,494.16
495	Membranes	3,275,600.00	2,948,040.00	0.00	0.00	0.00	2,948,040.00	90.00%	327,560.00	166,829.58
500	MBR System - Installation	948,600.00	616,590.00	0.00	0.00	0.00	616,590.00	65.00%	332,010.00	34,892.83
505	Composite Sampler	11,200.00	11,200.00	0.00	0.00	0.00	11,200.00	100.00%	0.00	633.81
510	Cranes And Hoists	253,500.00	101,400.00	0.00	0.00	0.00	101,400.00	40.00%	152,100.00	5,738.23
515	Sluice & Slide Gates - Material	163,800.00	163,800.00	0.00	0.00	0.00	163,800.00	100.00%	0.00	9,269.44
520	Sluice & Slide Gates - Installation	63,540.00	50,832.00	0.00	0.00	0.00	50,832.00	80.00%	12,708.00	2,876.58
525	INTERIOR PIPING	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
530	HEADWORKS BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
535	Grit	3,610.00	3,610.00	0.00	0.00	0.00	3,610.00	100.00%	0.00	204.29
540	Drains	19,980.00	19,980.00	0.00	0.00	0.00	19,980.00	100.00%	0.00	1,130.67
545	Sodium Hydroxide	7,755.00	7,755.00	0.00	0.00	0.00	7,755.00	100.00%	0.00	438.86
550	MBR	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
555	Drains	31,970.00	26,535.10	0.00	0.00	0.00	26,535.10	83.00%	5,434.90	1,501.62
560	Influent	944,180.00	708,135.00	0.00	0.00	0.00	708,135.00	75.00%	236,045.00	40,073.36
565	Return Activated Sludge	1,087,015.00	978,313.50	0.00	0.00	0.00	978,313.50	90.00%	108,701.50	55,362.76
570	Waste Activated Sludge	126,960.00	76,176.00	0.00	0.00	0.00	76,176.00	60.00%	50,784.00	4,310.80
575	Future Influent	58,290.00	58,290.00	0.00	0.00	0.00	58,290.00	100.00%	0.00	3,298.63
580	Sludge Relocation	6,520.00	6,520.00	0.00	0.00	0.00	6,520.00	100.00%	0.00	368.97
585	Effluent Water Relocation	2,230.00	2,230.00	0.00	0.00	0.00	2,230.00	100.00%	0.00	126.20
590	Blower Air	808,280.00	606,210.00	0.00	0.00	0.00	606,210.00	75.00%	202,070.00	34,305.42
595	Permeate	911,970.00	729,576.00	0.00	0.00	0.00	729,576.00	80.00%	182,394.00	41,286.71
600	Sump Discharge	6,060.00	3,030.00	0.00	0.00	0.00	3,030.00	50.00%	3,030.00	171.47
605	Air Exhaust	5,700.00	5,130.00	570.00	0.00	0.00	5,700.00	100.00%	0.00	306.43
610	Effluent Water	15,130.00	7,565.00	1,513.00	0.00	0.00	9,078.00	60.00%	6,052.00	470.91
615	Citric Acid System	22,600.00	22,600.00	0.00	0.00	0.00	22,600.00	100.00%	0.00	1,278.93
620	Sodium Hypochlorite	22,450.00	22,450.00	0.00	0.00	0.00	22,450.00	100.00%	0.00	1,270.45
625	Potable Water	4,150.00	3,112.50	1,037.50	0.00	0.00	4,150.00	100.00%	0.00	205.50
630	EFFLUENT WATER STORAGE TANK	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

# CONTINUATION SHEET

Page 6 of 6

Application No. : 26

Application Date : 07/26/24

To: 07/31/24

Architect's Project No.: 2019-01

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.

Invoice # : 479-26

Contract : 479- Claiton Wastewater Upgrades Phase 2

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E In Place	F Materials Presently Stored	G Total Completed and Stored To Date	(G / C) %	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period						
635	Drains	24,580.00	24,580.00	0.00	0.00	0.00	24,580.00	100.00%	0.00	1,390.98
640	Permeate	325,320.00	325,320.00	0.00	0.00	0.00	325,320.00	100.00%	0.00	18,409.86
645	Effluent Sample Piping	21,850.00	21,850.00	0.00	0.00	0.00	21,850.00	100.00%	0.00	1,236.49
650	Sample Piping	3,875.00	3,875.00	0.00	0.00	0.00	3,875.00	100.00%	0.00	219.29
655	CLARIFIERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
660	Drains	21,410.00	0.00	0.00	0.00	0.00	0.00	0.00%	21,410.00	0.00
665	Blower Air	123,880.00	0.00	0.00	0.00	0.00	0.00	0.00%	123,880.00	0.00
670	Sump Discharge	3,770.00	0.00	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	0.00	53,858.00	20.00%	215,432.00	3,047.82
680	Sodium Hypochlorite	4,290.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,290.00	0.00
685	Potable Water	3,050.00	0.00	0.00	0.00	0.00	0.00	0.00%	3,050.00	0.00
690	Influent	671,090.00	523,450.20	0.00	0.00	0.00	523,450.20	78.00%	147,639.80	29,622.05
695	Drain Pumps S&D	75,610.00	0.00	0.00	0.00	0.00	0.00	0.00%	75,610.00	0.00
700	Sodium Bisulfite	10,770.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,770.00	0.00
705	CHLORINE CONTACT TANK	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
710	Drains	22,450.00	11,225.00	0.00	0.00	0.00	11,225.00	50.00%	11,225.00	635.22
715	Effluent	53,460.00	0.00	0.00	0.00	0.00	0.00	0.00%	53,460.00	0.00
720	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
725	HVAC	206,570.00	154,927.50	0.00	0.00	0.00	154,927.50	75.00%	51,642.50	8,767.35
729	Allowances	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
730	Unclassified concrete repairs	25,000.00	13,057.00	0.00	0.00	0.00	13,057.00	52.23%	11,943.00	738.90
732	Unforseen conditions	80,676.02	0.00	0.00	0.00	0.00	0.00	0.00%	80,676.02	0.00
733	Rerouting anoxic basin	37,300.00	37,300.00	0.00	0.00	0.00	37,300.00	100.00%	0.00	2,110.81
734	Weir wall infill	72,050.00	39,627.50	0.00	0.00	0.00	39,627.50	55.00%	32,422.50	1,121.26
735	Air Line Moos Basin #4	3,260.00	3,260.00	0.00	0.00	0.00	3,260.00	100.00%	0.00	184.48
736	Eyewash Stations	6,713.98	6,713.98	0.00	0.00	0.00	6,713.98	100.00%	0.00	379.95
740	CO 1 Escalation	174,920.00	174,920.00	0.00	0.00	0.00	174,920.00	100.00%	0.00	9,898.72
750	CO 2 Additional Permeate Vent Piping	7,950.00	3,975.00	0.00	0.00	0.00	3,975.00	50.00%	3,975.00	224.95
Grand Totals		28,676,870.00	22,934,199.48	251,649.00	0.00	0.00	23,185,848.48	80.85%	5,491,021.52	1,159,292.43

AFFIDAVIT OF PAYMENT  
AND  
RELEASE OF LIENS

TO:

Claiton Municipal Authority

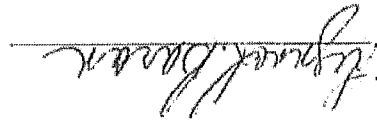
1 North State Street

Claiton, 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.

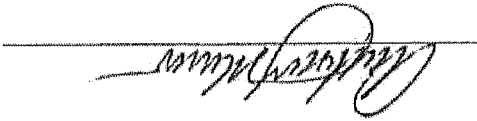
ATTEST:



Lynne K. Baran

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

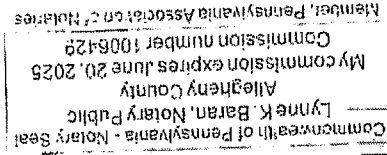
By Anthony Marino



CONTRACTOR: Wayne Crouse, Inc.

Title Treasurer





My Commission Expires: 6/20/2025

Notary Public

*Lynne K. Baran*  
26th day of July, 2024

Sworn to and subscribed before me this

*Anthony Marino*  
Anthony Marino

his/her information, knowledge and belief.

foregoing Affidavit and Release are true and correct to the best of  
behalf, being authorized to do so; and that the facts set forth in the  
Pennsylvania Corporation, and that he/she makes this Affidavit on its  
a \_\_\_\_\_, \_\_\_\_\_  
Wayne Crouse, Inc.

and says that he/she is the \_\_\_\_\_  
Treasurer of \_\_\_\_\_  
Anthony Marino, being duly sworn according to law, deposes

County of Allegheny

) SS:

Commonwealth of Pennsylvania)

My Commission Expires: 6/20/2025

Notary Public

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

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

County of \_\_\_\_\_)

) SS:

Commonwealth of Pennsylvania)

Motion to approve Pay Application 23 to Bronder Technical Services, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$240,445.91 for payment.

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

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

		Yes	No
<u>Roll Call</u>	Brian Koontz	_____	_____
	Lawrence Wulf	_____	_____
	John Verlich	_____	_____
	Doug Ozvath	_____	_____
	John Vitullo	_____	_____

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

PROJECT: CLAIRTON WWTP UPGRADE PH 2  
C-5127  
Invoice 5127-24258

APPLICATION NO: 23  
PERIOD TO: 7/31/2024

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

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

VIA (ARCHITECT): KJH Engineers  
5173 Campbells Run Rd  
Pittsburgh, PA 15206

ARCHITECTS  
PROJECT NO: 2019-02 Rebid

CONTRACT FOR: WWTP Upgrade Ph 2 Electrical

CONTRACT DATE: 5/26/2022

## CONTRACTORS 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  
2. Net Change by Change Orders ..... \$ 225,488.71  
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 4,380,043.71  
4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 3,728,918.27  
5. RETAINAGE:  
a. 5.00 % of Completed Work ..... \$ 186,445.92  
b. 0.00 % of Stored Material ..... \$ 0.00  
Total retainage (Line 5a + 5b) ..... \$ 186,445.92  
6. TOTAL EARNED LESS RETAINAGE ..... \$ 3,542,472.35  
(Line 4 less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$ 3,302,026.44  
8. CURRENT PAYMENT DUE ..... \$ 240,445.91  
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$ 837,571.36

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	225,488.71	0.00
Total approved this Month	0.00	0.00
TOTALS	225,488.71	0.00
NET CHANGES by Change Order	225,488.71	

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

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

Commonwealth of Pennsylvania - Notary Seal  
Stacey Marie Newell, Notary Public  
Lawrence County  
My commission expires March 5, 2026  
Commission number 1328274

By:

Date:

Frederick S McMillen / Director Operations

State of: PA

County of: BUTLER

Subscribed and Sworn to before me this

31

Day of

July

20 24

Notary Public:

Stacey Marie Newell

My Commission Expires: 3/5/26

## ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 240,445.91

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

ARCHITECT:

By:

Date:

08/01/2024

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.

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

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

**PROJECT:** CLARTON WWTP UPGRADE PH 2  
C-5127  
Invoice 5127-24258

**APPLICATION NO:** 23  
**PERIOD TO:** 7/31/2024

**DISTRIBUTION**  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

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

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

**ARCHITECTS**  
**PROJECT NO:** 2019-02 Rebid

**CONTRACT FOR:** WWTP Upgrade Ph 2 Electrical

**CONTRACT DATE:** 5/26/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00	0.00	10,000.00
2	Insurance/Bonds	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	1,950.00
3	B&O Tax	48,520.00	35,653.81	0.00	0.00	35,653.81	73.48	12,866.19	1,782.69
4	Electrical Permit	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
5	Demolition	20,000.00	13,500.00	0.00	0.00	13,500.00	67.50	6,500.00	675.00
6	Temporary	24,000.00	21,600.00	0.00	0.00	21,600.00	90.00	2,400.00	1,080.00
7	Demobilization	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
8	As Builts	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
9	O/M Manuals	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
10	Allowance	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
11	Temp. Generator	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
12	Civil Work	84,200.00	70,500.00	0.00	0.00	70,500.00	83.73	13,700.00	3,525.00
13	Fiber	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
14	Housekeeping Pad	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00	0.00	475.00
15	Coordination Study	6,000.00	2,500.00	0.00	0.00	2,500.00	41.67	3,500.00	125.00
16	Main Switch Board	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	5,500.00
17	Capacitor	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
18	Motor Control Center	140,000.00	138,000.00	0.00	0.00	138,000.00	98.57	2,000.00	6,900.00
19	Panelboard	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	50.00
20	Transformer	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
21	Pad Transformer	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00	0.00	8,000.00

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

Page 3 of 3

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

**PROJECT:** CLAIRTON WWTP UPGRADE PH 2  
C-5127  
Invoice 5127-24258

**APPLICATION NO:** 23  
**PERIOD TO:** 7/31/2024

**DISTRIBUTION**  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

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

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

**ARCHITECTS**  
**PROJECT NO:** 2019-02 Rebid

**CONTRACT FOR:** WWTP Upgrade Ph 2 Electrical

**CONTRACT DATE:** 5/26/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Disconnect Switches	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00	0.00	5,250.00
23	Metric Switches	50,000.00	35,000.00	0.00	0.00	35,000.00	70.00	15,000.00	1,750.00
24	Transformer Pad	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
25	Variable Freq. Drives	650,000.00	646,500.00	0.00	0.00	646,500.00	99.46	3,500.00	32,325.00
26	PVC Conduit	159,530.00	136,000.00	5,000.00	0.00	141,000.00	88.38	18,530.00	7,050.00
27	Aluminum Conduit	715,000.00	630,000.00	5,000.00	0.00	635,000.00	88.81	80,000.00	31,750.00
28	Wire/Cable	750,000.00	539,525.00	20,000.00	0.00	559,525.00	74.60	190,475.00	27,976.25
29	Equipment Racks	143,800.00	133,850.00	0.00	0.00	133,850.00	93.08	9,950.00	6,692.50
30	Boxes	40,000.00	35,000.00	0.00	0.00	35,000.00	87.50	5,000.00	1,750.00
31	Wiring Devices	14,505.00	8,175.75	0.00	0.00	8,175.75	56.37	6,329.25	408.79
32	Lighting	250,000.00	147,500.00	20,000.00	0.00	167,500.00	67.00	82,500.00	8,375.00
33	Heat Trace	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00	0.00	800.00
34	Instrumentation	130,000.00	77,500.00	10,000.00	0.00	87,500.00	67.31	42,500.00	4,375.00
35	Control Panels	40,000.00	35,000.00	0.00	0.00	35,000.00	87.50	5,000.00	1,750.00
36	Lighting Pole Foundations	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00
37	Conduit/Cable Tags	30,000.00	22,000.00	0.00	0.00	22,000.00	73.33	8,000.00	1,100.00
38	Equipment Connections	30,000.00	22,000.00	0.00	0.00	22,000.00	73.33	8,000.00	1,100.00
39	Punch List	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
1	Change Order 1	203,113.71	203,113.71	0.00	0.00	203,113.71	100.00	0.00	10,155.69
2	Change Order 2	22,375.00	0.00	0.00	0.00	0.00	0.00	22,375.00	0.00
<b>REPORT TOTALS</b>		<b>\$4,380,043.71</b>	<b>\$3,668,918.27</b>	<b>\$60,000.00</b>	<b>\$0.00</b>	<b>\$3,728,918.27</b>	<b>85.13</b>	<b>\$651,125.44</b>	<b>\$186,445.92</b>

Motion to approve letter of acceptance to Jet Jack Inc for CBDG Year 49 Project in the amount of \$229,445.00.

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

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

		Yes	No
<u>Roll Call</u>	Brian Koontz	_____	_____
	Lawrence Wulf	_____	_____
	John Verlich	_____	_____
	Doug Ozvath	_____	_____
	John Vitullo	_____	_____

# KLH

ENGINEERS, INC

August 12, 2024  
Ref. No.: 273-150

(Sent Via Email)

Mr. Brian Melnichak  
Clairton Municipal Authority  
One North State Street  
Clairton, PA 15025

Dear Mr. Melnichak:

**Contract No. 2024-02  
CDBG Year 49 (CD 49 – 3.12.8)**

Sealed bids were received, opened, and read aloud on August 1, 2024, at the Steel Rivers Council of Governments office for the above referenced Project. One (1) bid was received and are included in a Bid Tabulation enclosed for your reference.

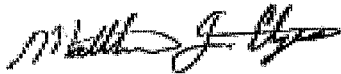
The apparent low bidder for the contract is Jet Jack Inc. with an apparent low bid of \$229,445.00. A bid bond of 10% in the amount of the bid was enclosed from a Surety Company on the U.S. Treasury approved list. KLH and CMA has worked with Jet Jack Inc. for the past several years on CDBG projects. Their bid was reviewed and is complete.

Therefore, KLH Engineers recommends Contract No. 2024-02, CDBG Year 49, be awarded to Jet Jack Inc. in the amount of \$229,445.00.

Should you have any questions please contact me.

Very truly yours,

KLH ENGINEERS, INC.



Matthew J. Elyes

Enclosure

Cc: File 273-150

Motion to adopt Resolution 08152024 requesting funds through the Redevelopment Authority of Allegheny County in the amount of \$1,400,000.00.

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

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

		Yes	No
<u>Roll Call</u>	Brian Koontz	_____	_____
	Lawrence Wulf	_____	_____
	John Verlich	_____	_____
	Doug Ozvath	_____	_____
	John Vitullo	_____	_____



**Clairton Municipal Authority**  
**Resolution # 08-15-2024**

**CONCURRING RESOLUTION**

The purpose of the Resolution form is to have on record a statement confirming that the applicant has formally requested a grant, has designated an official to perform the required duties between the applicant and the Redevelopment Authority of Allegheny County ("RAAC"), has authorized the execution and delivery of any and all agreements between the application and RAAC, and has assured, where applicable, the provision of local matching funds. In addition, the applicant will comply with all other provisions of the application.

Resolution of the Clairton Municipal Authority authorizing the filing of  
an application for funds with the RAAC. (NAME OF APPLICANT)

**WHEREAS**, the Clairton Municipal Authority is desirous of obtaining  
funds from the RAAC in the amount of \$1,400,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Clairton Municipal Authority  
does hereby formally  
request a grant from the RAAC for the Glick Run Sewer Replacement Project.

**BE IT FURTHER RESOLVED**, that the Clairton Municipal Authority does  
hereby designate  
An Lewis, Executive Director, SRCOG (the "Authorized Official") as the official to file  
all applications,  
(AUTHORIZED OFFICIAL)  
documents and forms between the Clairton Municipal Authority and the RAAC.

**BE IT FURTHER RESOLVED**, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

**BE IT FURTHER RESOLVED**, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

**BE IT FURTHER RESOLVED**, that the Clairton Municipal Authority  
assures, where applicable, the provision of the full local share of project costs.

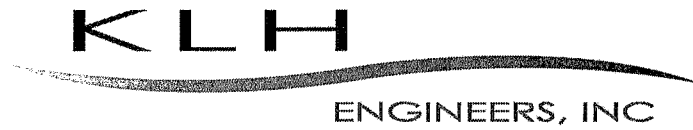
**BE IT FURTHER RESOLVED**, that the Clairton Municipal Authority assures, that the  
project will be awarded or under construction within 180 days after contractual execution.

Adopted this 15th day of August, 2024 by the Board of the Clairton Municipal Authority

**ATTEST:**  
Signature (Must *not* be the same as Authorized Official)

Board Chairman  
Title

Printed Name: John Vitullo



August 5, 2024  
Ref. No. 273-169

Mr. John Vitullo, Chairman  
Clairton Municipal Authority  
1 N. State Street  
Clairton, PA 15025

Dear Mr. Vitullo:

**Contract No. 2024-01  
Removal, Hauling and Disposal of Dewatered Municipal Wastewater Treatment Plant  
Solids  
BID REPORT**

KLH Engineers, Inc. reviewed bids received on August 1, 2024, for Contract No. 2024-01, Removal, Hauling and Disposal of Dewatered Municipal Wastewater Treatment Plant Solids. The bids are summarized in Tables 1 and 2 below.

**Table 1 – 2024-2025 Bid Price**

CONTRACTOR	UNIT PRICE (\$/WET TON)	TOTAL PRICE*
Republic Services 234 Landfill Road Scottsdale, PA 15683	\$64.79	\$187,891.00
Noble Environmental 111 Conner Lane Belle Vernon, PA 15012	\$72.61	\$210,569

*\*Based on estimated 2,900 annual wet tons.*

**Table 2 – Option Year Pricing**

CONTRACTOR	2025-2026 UNIT PRICE (\$/WET TON)	2026-2027 UNIT PRICE (\$/WET TON)	2027-2028 UNIT PRICE (\$/WET TON)	2028-2029 UNIT PRICE (\$/WET TON)
Republic Services 234 Landfill Road Scottsdale, PA 15683	\$66.73	\$68.73	\$70.79	\$72.91
Noble Environmental 111 Conner Lane Belle Vernon, PA 15012	\$74.06	\$75.54	\$77.05	\$78.60

The apparent low bidder for Contract No. 2024-01 was Republic Services. KLH reviewed Republic's bid package in accordance with the requirements of the bid documents.

- Bid Bond in the amount of ten percent of bid amount, for Contract No. 2024-01, was provided. Bid Bond Company, Evergreen National Indemnity Company, is listed on U.S. Treasury Circular 570.
- Public Works Employment Verification Form was provided.
- All provided Bid Schedule unit prices and total prices have been recalculated to confirm the total bid prices listed in Tables 1 and 2 above.
- KLH spoke with Republic Services representative Alex Leonard to confirm that they made no mathematical errors with their bid.
- Republic included an "Exhibit A – Legal Considerations" with their bid. KLH recommends that Solicitor McTiernan review Exhibit A to determine whether this document disqualifies Republic's bid.

KLH recommends award of Contract No. 2024-01 to Republic Services only if Solicitor McTiernan's opinion is that Exhibit A conditions do not invalidate their bid.

Sincerely,

KLH ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "J. M. Gianvito", written in a cursive style.

Joseph M. Gianvito, P.E.

cc. CMA Board  
Ryan Potts, Superintendent  
Brian Melnichak, Finance Director  
Robert McTiernan, Tucker Arensberg

**Cover Letter - Referencing Additional Paperwork**

**Greenridge Waste Services, LLC dba Republic Services of Scottsdale**

**CONTRACT NO. 2024-01**

**Removal, Hauling and Disposal Of Dewatered Municipal Wastewater Treatment Plant Solids**

**Bid Bond** – The bid bond is included in the back of the Bid Book.

**Surety on the Bond** – Included in the back of the Bid Book. Evergreen National Indemnity Company has agreed to act as surety.

**Exhibit A** – Please see our Legal Considerations included as Exhibit A in the back of the Bid Book.

Also see the attached insurance requirements (Evidence of Coverage also included) in the back of the Bid Book as part of Exhibit A.

**Certificate of Secretary** – See included in the back of the Bid Book.

**Corporate Data Sheet** – See included in the back of the Bid Book.

**Certificate of Good Standing** – See included in the back of the Bid Book.

**E-Verify Program (EVP) Form** – See included in the back of the Bid Book.

**Greenridge Landfill Permit** – See included in the back of the Bid Book.

## **EXHIBIT A**

### **Legal Considerations:**

1. **Page c-3, e-14, Sections C6 and E 6.10, Safety and Premises.** The Customer requires us to take full responsibility for safety and to indemnify them for any damage to the premises or property or any losses. We should only be responsible if we do something wrong.
2. **Page e-13, Section E6.6, Indemnification.** This section is overbroad. It requires that we indemnify for any and all claims that may directly or indirectly arise out of our performance of the work. Typically, we'd ask that indemnity obligations be limited to Contractor's negligence or willful misconduct in the performance. Additionally, they should be required to indemnify us or in the alternative affirmative take responsibility for the content of the waste they provide.
3. **Page e22, Section E 11.3, Testing.** Test and Inspections: This section should be removed. Contractor is not responsible for inspecting, testing, and furnishing the required inspection documents for the Special Waste at issue. Contractor should not bear the costs for such testing/inspection. The Authority should bear those costs and should be responsible for continuing compliance with the testing/profile requirements.
4. **Page e-27, Section E 13.2 and H3, Waiver.** This section provides that Contractor waives any claims following receipt of final payment. If we discover a claim for unacceptable waste after we've been paid, we should be able to seek recovery from the Authority for violating the agreement. We do not want to waive future claims at any time.
5. **Page e-23 and e-25, Section E 11.7.** In the sections addressing the Owner's correction of defective work, the sections contain language stating that the Authority may take possession of Contractor's equipment, tools, etc. to complete the work. We normally do not allow such provisions in our contracts for risk/liability concerns. Additionally, the Authority should only be entitled to recover for direct costs resulting from the breach, not consequential or indirect costs.
6. **Page g-4, Section 11, Ownership.** The Customer indicates that we take ownership of and responsibility for all materials collected. We can't agree to take ownership of any unacceptable waste. They need to retain ownership of and responsibility for any unacceptable waste.

## EXHIBIT A

7. **Additional Provision.** The following provision needs to be included in the final contract.

a. **Definitions:**

1. **Special Waste.** Special Waste is any nonhazardous solid waste at Owner locations which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste must conform in all respects with a Contractor-approved Special Waste Profile.
2. **Special Waste Profile.** Special Waste Profile means Contractor's form of documentation that Owner must complete, and Contractor must approve, with respect to any Special Waste prior to Contractor's acceptance of such Special Waste.
3. **Acceptable Waste Documentation.** Acceptable Waste Documentation shall mean any Special Waste profile(s) (including any approved changes and re-certifications), manifests, any other documentation that Owner is required to submit to Contractor in connection with the transportation and disposal of Acceptable Waste, and any permits and approvals that may be applicable to the transportation and disposal of such Acceptable Waste (collectively, the "Acceptable Waste Documentation").
4. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for transportation to and disposal at the facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by Owner; (d) the waste is acceptable for transportation to and disposal at the facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if Owner has provided appropriate Acceptable Waste Documentation for such Acceptable Waste and Contractor has approved disposal of such Acceptable Waste in writing and subject to the limitations and conditions contained in Contractor's written notice of approval. Title to, and liability for, waste handled or disposed of by Contractor shall at all times remain with Owner.
5. **Continuing Compliance.** Owner has a continuing obligation to inform Contractor of any new information, or information not previously provided to Contractor by Owner, which may affect the acceptability of the waste by Contractor. Further, Owner shall comply with all Contractor requests for evidence of Owner's continuing compliance with the terms of this Agreement and any Acceptable Waste Documentation including without limitation to the following: (a) providing new, updated Special Waste Profiles on the waste offered for transportation and disposal; (b) providing appropriate certification that the waste being offered for transportation and disposal is accurately reflected by the appropriate Special Waste Profile and (c) re-sampling the waste at Owner's sole expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.

## **EXHIBIT A**

6. Indemnification. Owner agrees to indemnify, defend and hold harmless Contractor, the legal entity owning and/or operating the facility, their subsidiaries, affiliates and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all Losses arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Owner or Contractor was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Contractor as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Contractor's inability to use the facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Contractor may also, in its sole discretion, require Owner to promptly remove the Unacceptable Waste at Owner's sole expense. The Indemnification in this Section shall survive the expiration and termination of this Agreement.
7. Right of Refusal. Owner shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Contractor has the right to refuse, or to reject after acceptance, any load(s) of waste(s) transported and/or delivered to the facility for any reason, including if Contractor believes (a) Owner has breached (or is breaching) any Applicable Laws or any of its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation; or (b) that the waste includes Unacceptable Waste. Contractor shall have the right to require Owner to prepare and execute a Special Waste Profile for all waste subject to this Agreement, including appropriate certifications that no waste will be offered for transportation and disposal that is not in full compliance with such certifications and the Special Waste Profile. Contractor has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its facility if the Contractor has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; (2) negatively impacts operations at the facility. Contractor shall have the right to inspect all vehicles and containers transporting or holding waste to be transported to and disposed of at any facility under this Agreement to determine whether the waste is Acceptable Waste pursuant to this Agreement and to ensure compliance with all Applicable Laws. Contractor's exercise, or failure to exercise, its rights hereunder shall not operate to relieve Owner of its responsibilities or liabilities under this Agreement.

## **EXHIBIT A**

8. Waste Accepted at Facility. Owner represents, warrants and covenants that all of Owner's waste will be Acceptable Waste and will not contain any "Unacceptable Waste," which for purposes of this Agreement means any: (a) hazardous materials, substances or wastes; radioactive materials or substances; biomedical, infectious, biohazardous toxic waste or substances; or any other pollutant, contaminant, or substance that is hazardous or threatening to human health, safety or the environment, in each as determined by Contractor or as defined or identified by applicable federal, state, provincial, tribal and local laws, permits, licenses, regulations, rules and orders regarding the same (collectively "Applicable Laws"); or (b) waste that is not acceptable under Applicable Laws for transportation to, storage at, disposal by or processing at the applicable facility. Owner shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste comply with all Applicable Laws.
9. Special Waste Profile. The Owner warrants that it has sufficient knowledge and information to ensure that the Special Waste Profile provided is true and correct at the time of tender of every load of Special Waste and that each load of Special Waste tendered for management by Contractor (1) shall be fully and precisely described in a Special Waste Profile; (2) shall conform to the information provided in the Special Waste Profile; and (3) shall not contain any hazardous waste or Unacceptable Waste

*We would like the right to negotiate the final agreement.*

### **Insurance Considerations:**

Our revised insurance requirements on the following pages are also part of Exhibit A. The edited information is highlighted and/or written in red ink. Evidence of Coverage also included.



ISSUED TO:

CLAIRTON MUNICIPAL AUTHORITY  
ALLEGHENY COUNTY, PENNSYLVANIA

**BIDDING DOCUMENTS FOR**  
**CONTRACT NO. 2024-01**  
**REMOVAL, HAULING AND DISPOSAL OF**  
**DEWATERED MUNICIPAL WASTEWATER**  
**TREATMENT PLANT SOLIDS**

**RELEASED FOR BID**  
**JUNE 2024**

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**KLH**

ENGINEERS, INC

5173 Campbells Run Road  
Pittsburgh, PA 15205  
Telephone: (412) 494-0510  
Fax: (412) 494-0426  
E-mail: [info@klhengineers.com](mailto:info@klhengineers.com)  
Ref. No. 273-152

#### Laws and Regulations

Laws, rules, regulations, ordinances, codes appertaining to the conduct of and/or location of the work.

#### Insurance

Protection provided to the parties to the Contract as required by the General Conditions and the Supplemental General Conditions and evidenced by ~~either insurance policies or certificates of insurance coverages. Form of certificate and coverages is included under Section K.~~ See Evidence of Coverage Certificate attached as Exhibit A

#### Measurement and Payment

The conditions under which payments are to be determined and made to the CONTRACTOR for Work performed under the Contract or as an addition to or deduction from the Contract. The Measurement and Payment provisions are included as Section H.

#### Notice of Award

The written notice by the OWNER or ENGINEER to the apparent Successful Bidder stating that the Contract has been awarded to it.

#### Notice to Proceed

A written notice given by the OWNER or ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence. When such Notice to Proceed is not issued, the Contract Time will commence on the date appearing in the Agreement (Section J).

#### OWNER

The private or public agency with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

#### Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

#### Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

#### Resident Project Representative

The authorized representative of the ENGINEER or the OWNER who is assigned to the site or any part thereof, for the purpose of monitoring the construction of the work under this contract.

If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above paragraph, CONTRACTOR shall within five days thereafter, substitute another Bond and Surety, meeting the OWNER's approval.

#### E5.2 Contractor's Liability Insurance

CONTRACTOR shall purchase and maintain such insurance as is appropriate for the Work being performed and furnished and will provide protection from claims which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

The insurance required shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplemental General Conditions. The Contractor shall provide an ACORD 25 Certificate of Insurance evidencing the coverage required herein ~~included in Section K of these documents shall be required to be completed~~ prior to the commencement of any construction work. The Commercial General Liability policy ~~All of the policies of~~ insurance required to be purchased and maintained shall be endorsed via blanket-form endorsement to provide ~~contain a provision or endorsement~~ that the coverage afforded will not be canceled, materially changed, or non-renewed ~~renewal refused~~, until ~~at least thirty ten~~ days' prior written notice has been given to OWNER and ENGINEER. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, maintaining, repairing or replacing defective Work.

### **E6 Certain Responsibilities of the CONTRACTOR**

#### E6.1 Supervision and Superintendence

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies with the requirements of the Contract Documents.

## Section F

### **SUPPLEMENTAL GENERAL CONDITIONS**

#### **F1 Required Contractors Insurance Coverages**

Under Section E5.2 of the General Conditions certain stipulations are set forth regarding Contractor's Liability Insurance., ~~Property Insurance, Receipt and Application of Proceeds and Partial Utilization~~ ~~Property Insurance~~. Contractor is responsible for its owned, leased, or rented tools, equipment and personal property utilized in the performance of Contractor's services. All policies of insurance shall name the CONTRACTOR or its corporate parent as the insured party. The CONTRACTOR shall provide an ACORD 25 and ~~his insurance agent shall be required to complete the Certificate of Insurance~~ evidencing the coverage required herein (See Evidence of Coverage Certificate attached as Exhibit A) ~~appended in Section K of the Contract Documents~~ prior to, or at the time that the Agreement is executed, and the surety bonds are posted by the CONTRACTOR. OWNER and KLH Engineers, Inc. shall be an additional insured with respect to liability arising out of and from the work performed by CONTRACTOR for OWNER via blanket-form endorsement. Insurer waives all right of subrogation against OWNER, its clients, or its employees via blanket-form endorsement. The insurance coverage under the insurance contract is primary to any comparable liability insurance carried by the OWNER or its agent.

(BU to review and approve): *WJ 7/29/24*

#### **F. INSURANCE**

CONTRACTOR shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies with an A. M. Best rating of A- or better and on standard industry forms ~~acceptable by OWNER~~.

##### **F.1 ~~COMMERCIAL GENERAL AND UMBRELLA~~ LIABILITY INSURANCE**

CONTRACTOR shall maintain commercial general liability (CGL) and, ~~if necessary, commercial umbrella insurance~~ with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

F.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors liability, products-completed operations, and personal injury and advertising injury.

F.1.2 OWNER and KLH Engineers, Inc. shall be added by blanket-form endorsement as ~~named~~ additional insureds under the CGL and ~~under the commercial umbrella, if any.~~ This insurance, ~~including insurance provided under the commercial umbrella, if any,~~ shall apply as primary insurance with respect to any other insurance or self-insurance programs providing coverage to Owner and/or KLH Engineers, Inc. and shall at a minimum provide to Owner and KLH Engineers, Inc. the same coverage, as that provided to Contractor, including completed operations coverage and shall provide coverage to Owner and KLH Engineers, Inc. for any liability arising from or in any way related to Contractor's work, regardless of any alleged or actual apportionment of negligence or liability.

F.1.3 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution unless pollution is provided by a stand-alone occurrence based Contractor's Pollution Liability policy, explosion, collapse, or underground property damage.

F.1.4 Waiver of Subrogation Contractor waives all rights against Owner and/or KLH Engineers, Inc. and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability ~~or commercial umbrella liability~~ insurance maintained pursuant to paragraph F.1 of this Agreement.

F.1.5 Continuing CGL Coverage Contractor shall maintain commercial general liability (CGL) and, ~~if necessary, commercial umbrella liability insurance,~~ with a limit of not less than \$2,000,000 each occurrence for at least 3 years following substantial completion of the Work.

F.1.5.1 Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

F.1.5.2 Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit or provide aggregate limits per location/project.

F.1.5.3 Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

#### **End of Section F**

#### **Supplemental General Conditions**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT		FAX I CA/C Not:
	NAME		
INSURED	PHONE		INSURER(S) AFFORDING COVERAGE
	T/C Mx Ext.		
	E-MAIL		
	ADDRESS:		
	INSURER A:		
	INSURER B:		
INSURER C:		NAIC#	
INSURER D:			
INSURER E:			
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AGGL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
7	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE GEN'L AGGREGATE LIMIT APPLIES PER: 7 POLICY IJECT ILOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> RETENTIONS <input type="checkbox"/> Y/N					T JTW, SI E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	N/A				

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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K-7

273/2024-01



# EXHIBIT A CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>E-MAIL ADDRESS:</b> certifi@ccmsl.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Co.	
	<b>INSURER B:</b> Indemnity Insurance Co of North America	
	<b>INSURER C:</b> Illinois Union Insurance Company	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER: 2456380****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS:

SR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Contractor's Pollution Liability:			WLR C57256862 - AOS WLR C57257872 - OR SCF C57257726 - WI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF COVERAGE

United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# EXHIBIT A

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS		CERTIFICATE NUMBER: 245638	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829 as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C57194790) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

**Contractor's Pollution Liability Details of Cover:**

Steadfast Insurance Company (Zurich) (NAIC #26387) - Policy No. PEC 0792830-01 - \$25MM - 06/30/24 - 06/30/25

**Applicable to the Contractor's Pollution Liability Coverage Parts Only:**

\$25,000,000 - Damage Limit for Each Occurrence, Claim or Pollution Condition  
\$25,000,000 - Claims Expense Limit for Each Claim  
\$25,000,000 - General Aggregate Limit  
\$25,000,000 - Claims Expense Aggregate Limit

**Applicable to Professional Liability Coverage Parts Only:**

\$25,000,000 - Damage Limit for Each Claim or Wrongful Act  
\$25,000,000 - Claims Expense Limit for Each Claim  
\$25,000,000 - General Aggregate Limit