

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

March 19th 2026

Meeting called to order at 6:30 PM by Doug OzVath

.....

	Present	Absent
<u>Roll Call</u>		
John Vitullo	<u> X </u>	<u> </u>
Laurence Wulf	<u> </u>	<u> X </u>
Robert Rossi	<u> X </u>	<u> </u>
Doug Ozvath	<u> X </u>	<u> </u>
Sean Thomas	<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:

John Vitullo moved, and Robert Rossi seconded Motion to approve the minutes from the February 19th , 2026 Board Meeting. The motion carried 4-0.

John Vitullo moved, and Sean Thomas seconded the Motion to approve the paying of the bills from February 19th 2026 thru March 19th 2026. The motion carried 4-0

John Vitullo moved, and Robert Rossi Motion Seconded Motion to approve the Year-to-Date Income Statements for Treatment and Collections. The motion carried 4-0.

John Vitullo moved, and Robert Rossi Seconded Motion to approve Collection System Billing Summary. The motion carried 4-0.

John Vitullo moved, and Sean Thomas seconded Motion to approve Contract with Portnoff Law Associates, LLC to collect delinquent sewer revenues. The motion carried 4-0.

Doug Ozvath moved, and Sean Thomas seconded Motion to approve Resolution 03192026 APPROVING APPOINTMENT OF SOLICITOR, INTEREST ASSESSMENT, AND ATTORNEY FEES AND COLLECTION FEES ADDED TO THE AMOUNT COLLECTED AS PART OF UNPAID MUNICIPAL CLAIMS FOR DELINQUENT ACCOUNTS. The motion carried 4-0.

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

A handwritten signature in blue ink, consisting of stylized letters, positioned above a horizontal line.

SECRETARY

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS

Regular Monthly Meeting

Thursday March 19th, 2026

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 February 19th, 2026.
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 Contract with Portnoff Law Associates, LLC to collect delinquent sewer revenues.
 - b. Motion to approve Resolution 03192026 APPROVING APPOINTMENT OF SOLICITOR, INTEREST ASSESSMENT, AND ATTORNEY FEES AND COLLECTION FEES ADDED TO THE AMOUNT COLLECTED AS PART OF UNPAID MUNICIPAL CLAIMS FOR DELINQUENT ACCOUNTS
6. Collection & Operation Report
7. Engineer's Report
8. Solicitor's Report
9. New Business
10. Motion to Adjourn

CMA
MEETING Check Register
For the Period From Feb 20, 2026 to Mar 31, 2026

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
12251	2/27/26	AMAZON CAPITAL S	10310-G	46.98
12252	2/27/26	Boxer LLC	10310-G	1,650.00
12253	2/27/26	Court Pest Control	10310-G	95.00
12254	2/27/26	DON PARKER SALE	10310-G	329.08
12255	2/27/26	PACE ANALYTICAL	10310-G	2,800.50
12256	2/27/26	Gildea Group LLC	10310-G	53,010.00
12257	2/27/26	HORIZON	10310-G	816.00
12258	2/27/26	Madison National Life	10310-G	2,144.02
12259	2/27/26	MSA Saftey Sales LL	10310-G	48,462.29
12260	2/27/26	PEOPLES NATURAL	10310-G	11,664.85
12261	2/27/26	PWEA	10310-G	1,170.00
12262	2/27/26	TUCKER ARENSBE	10310-G	2,064.00
12263	2/27/26	USA BLUE BOOK	10310-G	461.71
12264	2/27/26	VERIZON WIRELES	10310-G	428.98
12265	2/27/26	WEX BANK	10310-G	1,160.42
12213V	3/9/26	DUQUESNE LIGHT	10310-G	-82,618.27
12266	3/19/26	AIR TECHNOLOGIE	10310-G	4,725.00
12267	3/19/26	AIRGAS USA, LLC	10310-G	450.24
12268	3/19/26	AMAZON CAPITAL S	10310-G	579.47
12269	3/19/26	AQUA FILTER FRES	10310-G	53.95
12270	3/19/26	CINTAS CORP	10310-G	665.04
12271	3/19/26	COMCAST	10310-G	1,836.19
12272	3/19/26	CRAWFORD ELLEN	10310-G	5,749.45
12273	3/19/26	DRNACH ENVIRON	10310-G	28,259.00
12274	3/19/26	DUQUESNE LIGHT	10310-G	79,439.47
12275	3/19/26	EJ USA INC	10310-G	2,681.61
12276	3/19/26	PACE ANALYTICAL	10310-G	2,233.00
12277	3/19/26	FAGAN SANITARY S	10310-G	93.48
12278	3/19/26	FAYETTE PARTS SE	10310-G	778.75
12279	3/19/26	FAYETTE WASTE L	10310-G	73.09
12280	3/19/26	First National Bank	10310-G	3,109.51
12281	3/19/26	Matthew Fischman	10310-G	333.00

CMA
MEETING Check Register
For the Period From Feb 20, 2026 to Mar 31, 2026

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
12282	3/19/26	FNB Commercial Cre	10310-G	919.69
12283	3/19/26	Huckestein Mechanic	10310-G	9,868.28
12284	3/19/26	Invoice Cloud Inc.	10310-G	512.40
12285	3/19/26	KLH ENGINEERS, IN	10310-G	18,882.78
12286	3/19/26	MAHER DUESSEL	10310-G	15,000.00
12287	3/19/26	MEIT	10310-G	36,717.91
12288	3/19/26	EMD MILLIPORE Cor	10310-G	709.59
12289	3/19/26	Muni-Link, Inc	10310-G	1,532.50
12290	3/19/26	PENNSYLVANIA AM	10310-G	1,404.87
12291	3/19/26	PASTORE PLUMBIN	10310-G	1,400.00
12292	3/19/26	PENNSYLVANIA LA	10310-G	700.00
12293	3/19/26	BOWES BANK INC	10310-G	1,553.25
12294	3/19/26	PITNEY BOWES GL	10310-G	1,226.91
12295	3/19/26	PRECISION COPY P	10310-G	66.59
12296	3/19/26	PUMPMAN LLC	10310-G	1,094.40
12297	3/19/26	Quill LLC	10310-G	99.58
12298	3/19/26	RC WALTER & SON	10310-G	96.28
12299	3/19/26	Republic Services #6	10310-G	19,393.77
12300	3/19/26	RONDINELLI, DEBO	10310-G	400.00
12301	3/19/26	SAMS CLUB/SYNCH	10310-G	283.53
12302	3/19/26	Selective Insurance	10310-G	10,595.00
12303	3/19/26	SHERWIN WILLIAM	10310-G	609.41
12304	3/19/26	SHILOH SERVICE, I	10310-G	1,090.00
12305	3/19/26	SNYDER BROTHER	10310-G	4,819.65
12306	3/19/26	Thompson Safety LL	10310-G	759.92
12307	3/19/26	UNIVAR SOLUTION	10310-G	6,956.40
12308	3/19/26	US POST OFFICE	10310-G	10,000.00
12309	3/19/26	USA BLUE BOOK	10310-G	139.77
12310	3/19/26	Susan Bluemling	10310-G	200.00
12311	3/19/26	Keved White	10310-G	333.00
Total				<u>322,111.29</u>

Clairton Municipal Authority
Year to Date Income Statement
Collections Actual To Budget
For the 12 Month Period Ending 12/31/2026

	ACTUAL 2026	BUDGET 2026	REMAINING AMOUNT	PERCENT EXPENDED
Revenues				
Debt Pmt Revenues				
91001-C Residential Flat Rate	\$ 245,026.69	\$ 1,500,000.00	\$ 1,254,973.31	16.34%
91002-C Commercial Flat Rate	\$ 35,595.60	\$ 220,000.00	\$ 184,404.40	16.18%
91003-C Alleg Housing Flat Rate	\$ 28,416.00	\$ 170,000.00	\$ 141,584.00	16.72%
91004-C School Flat Rate	\$ 5,400.00	\$ 33,000.00	\$ 27,600.00	16.36%
91005-C USS Flat Rate	\$ 212,084.00	\$ 1,272,504.00	\$ 1,060,420.00	16.67%
Total Debt Service Revenues	\$ 526,522.29	\$ 3,195,504.00	\$ 2,668,981.71	16.48%
90001-C Sewer Consumption Charge	\$ 401,674.06	\$ 2,200,000.00	\$ 1,798,325.94	18.26%
90002-C Treatment Consump Charge	\$ -	\$ -	\$ -	0.00%
Total Consumption Revenues	\$ 401,674.06	\$ 2,200,000.00	\$ 1,798,325.94	18.26%
90003-C Century Townhomes Consumption	\$ -	\$ -	\$ -	0.00%
91006-C Century Townhomes Flat	\$ 26,600.00	\$ 120,000.00	\$ 93,400.00	22.17%
98500-C CTH - Penalty	\$ -	\$ -	\$ -	0.00%
CTH - Total	\$ 26,600.00	\$ 120,000.00	\$ 93,400.00	22.17%
Other Revenues				
92000-C Penalty	\$ 76,805.86	\$ 200,000.00	\$ 123,194.14	38.40%
96100-C Dye Test Fees - Plumber	\$ (400.00)	\$ -	\$ 400.00	0.00%
96101-C Dye Test - Application Fees	\$ 775.00	\$ 6,500.00	\$ 5,725.00	11.92%
96200-C Lien Letter Fees	\$ 555.00	\$ 4,700.00	\$ 4,145.00	11.81%
96201-C NSF Fees	\$ 275.00	\$ 1,000.00	\$ 725.00	27.50%
96202-C Posting Fees - Terminations \$20	\$ 16,010.00	\$ 62,500.00	\$ 46,490.00	25.62%
96203-C Magistrate & Legal Fees	\$ -	\$ -	\$ -	0.00%
96204-C Notice Fee - \$15	\$ (75.00)	\$ -	\$ 75.00	0.00%
96300-C Vactor Rental	\$ 2,000.00	\$ -	\$ (2,000.00)	0.00%
98100-C Interest Income	\$ 29,732.78	\$ 175,000.00	\$ 145,267.22	16.99%
98110-C Investment Interest	\$ 502.08	\$ 5,500.00	\$ 4,997.92	9.13%
98300-C Prior Sewage Fee/ Miscellaneous/Bad	\$ -	\$ -	\$ -	0.00%
Total Other Revenues	\$ 126,180.72	\$ 455,200.00	\$ 329,019.28	27.72%
Total Revenues	\$ 1,080,977.07	\$ 5,970,704.00	\$ 4,889,726.93	18.10%

Expenses						
Total Salaries	\$	60,514.78	\$	376,300.00	\$	315,785.22
Total Employee Benefits	\$	26,025.99	\$	271,200.00	\$	245,174.01
Total Payroll Taxes	\$	12,184.93	\$	65,190.00	\$	53,005.07
Total Utilities	\$	3,699.00	\$	34,500.00	\$	30,801.00
Total Contracted Services	\$	7,290.45	\$	93,746.67	\$	86,456.22
Total Repairs, replacements, and oper	\$	890.40	\$	98,500.00	\$	97,609.60
Total Treatment Charge	\$	273,728.00	\$	1,890,625.00	\$	1,616,897.00
Total Insurance	\$	64,276.50	\$	102,601.00	\$	38,324.50
Total Professional	\$	15,408.73	\$	158,000.00	\$	142,591.27
Total Supplies and equipment	\$	1,644.78	\$	123,000.00	\$	121,355.22
Total Depreciation	\$	-	\$	55,000.00	\$	55,000.00
Total Other Expenses	\$	414.65	\$	7,700.00	\$	7,285.35
Total Vehicle fuel and repairs	\$	1,646.46	\$	30,000.00	\$	28,353.54
Total Conference Membership	\$	776.25	\$	12,700.00	\$	11,923.75
Total Expenses	\$	468,500.92	\$	3,319,062.67	\$	2,850,561.75
						14.12%

Total Debt Payments									
48000-C	Series A Bond Interest Expense	\$	-	\$	262,919.00	\$	262,919.00		0.00%
48200-C	Debt Pmt City of Clairton	\$	49,356.98	\$	454,107.12	\$	404,750.14		0.00%
48100-C	Series A Bond Principal	\$	-	\$	245,000.00	\$	245,000.00		0.00%
48201-C	Debt Pmt (full bond)	\$	85,519.80	\$	-	\$	(85,519.80)		0.00%
48300-C	Debt Pmt WWTP Transfers - Series B and PennVest	\$	295,919.14	\$	1,185,645.20	\$	889,726.06		0.00%
48301-C	Interest Expense	\$	26,756.38	\$	175,000.00	\$	148,243.62		0.00%
	Total Debt Payments	\$	457,552.30	\$	2,994,671.32	\$	2,537,119.02		0.00%
Total Expenses & Debt Payment									
		\$	926,053.22	\$	6,313,733.99	\$	5,387,680.77		14.67%
	Net Income (Loss)	\$	154,923.85	\$	(343,029.99)	\$	(497,953.84)		-45.16%
	Transfer from Capital								
	Net Final								

Clairton Municipal Authority
Year to Date Income Statement
WWTP Actual To Budget
For the 12 Month Period Ending 12/31/2026

	ACTUAL 2026	BUDGET 2026	REMAINING AMOUNT	PERCENT EXPENDED	
Revenues					
90000-T	Clairton Collec/Operation/Main	\$ 273,728.00	\$ 1,890,625.00	\$ 1,616,897.00	14.48%
90100-T	Jefferson Hills Operation/Main	\$ 269,142.00	\$ 1,478,125.00	\$ 1,208,983.00	18.21%
90200-T	Petersan Operation/Maint	\$ 220,164.00	\$ 1,546,875.00	\$ 1,326,711.00	14.23%
90300-T	South Park Operation/Maint	\$ 48,308.00	\$ 371,250.00	\$ 322,942.00	13.01%
	Total Consumption Revenues	\$ 811,342.00	\$ 5,286,875.00	\$ 4,475,533.00	15.35%
Other Revenue					
98000-T	Miscellaneous Income	\$ -	\$ -	\$ -	0.00%
98002-T	Collection Office Rent	\$ -	\$ 12,000.00	\$ 12,000.00	0.00%
98001-T	Insurance Dividend	\$ -	\$ -	\$ -	0.00%
	Total Other Revenues	\$ -	\$ 12,000.00	\$ 12,000.00	0.00%
	Total Revenues	\$ 811,342.00	\$ 5,298,875.00	\$ 4,487,533.00	15.31%

Total Salaries	\$	142,169.44	\$	1,003,000.00	\$	860,830.56	14.17%
Total Employee Benefits	\$	64,781.58	\$	671,393.36	\$	606,611.78	9.65%
Total Payroll Taxes	\$	7,738.62	\$	67,797.60	\$	60,058.98	11.41%
Total Utilities	\$	110,576.09	\$	1,031,500.00	\$	920,923.91	10.72%
Total Contracted Services	\$	7,845.00	\$	173,000.00	\$	165,155.00	4.53%
Total Repairs, Replacements, and Maintenance	\$	19,561.39	\$	256,000.00	\$	236,438.61	7.64%
Total Sludge Disposal	\$	28,106.73	\$	330,000.00	\$	301,893.27	8.52%
Total Insurance	\$	101,791.50	\$	160,000.00	\$	58,208.50	63.62%
Total Professional	\$	25,828.96	\$	276,500.00	\$	250,671.04	9.34%
Total Supplies and Equipment	\$	36,437.72	\$	305,500.00	\$	269,062.28	11.93%
Total Equip Replacement/Debt Coverage/Depre	\$	-	\$	2,007,000.00	\$	2,007,000.00	0.00%
Total Other Expenses	\$	1,892.59	\$	13,500.00	\$	11,607.41	14.02%
Total Vehicle Fuel and Repairs	\$	2,134.16	\$	39,500.00	\$	37,365.84	5.40%
Total Conference Membership	\$	1,329.92	\$	34,500.00	\$	33,170.08	3.85%
Total Expenses	\$	550,193.70	\$	6,369,190.96	\$	5,818,997.26	8.64%
Net Income Before Non-Operating	\$	261,148.30	\$	(1,070,315.96)	\$	(1,331,464.26)	-24.40%

Debt Pmt Revenues									
91000-T	Clairton Collect/Debt Service	\$	295,919.14	\$	1,775,709.17	\$	1,479,790.03	16.66%	
91100-T	Jefferson Hills Debt Service	\$	230,599.18	\$	1,383,746.52	\$	1,153,147.34	16.66%	
91200-T	Petersan WWTP Debt Service	\$	198,928.90	\$	1,193,704.08	\$	994,775.18	16.66%	
91300-T	South Park Debt Service	\$	35,857.46	\$	215,168.30	\$	179,310.84	16.66%	
	PENNVEST	\$	-	\$	-	\$	-	0.00%	
	Total Debt Service Revenues	\$	761,304.68	\$	4,568,328.07	\$	3,807,023.39	16.66%	
Total Debt Payments									
48000-T	Series B Bond Interest Expense	\$	-	\$	1,654,112.50	\$	1,654,112.50	0.00%	
	Capitalized Interest Series B	\$	-	\$	-	\$	-	0.00%	
48300-T	DEBT PMT Transfers Wells Fargo	\$	493,935.42	\$	1,310,000.00	\$	816,064.58	37.70%	
	PENNVEST	\$	267,369.26	\$	1,608,000.00	\$	1,340,630.74	16.63%	
	Total Debt Payments	\$	761,304.68	\$	4,572,112.50	\$	3,810,807.82	16.65%	
	Net after Debt Obligations	\$	-	\$	(3,784.43)	\$	(3,784.43)	0.00%	
Non-Operating Revenues & Exp									
98110-T	Investment Interest	\$	13,676.99	\$	100,000.00	\$	86,323.01	13.68%	
98100-T	Interest Income	\$	11,790.74	\$	150,000.00	\$	138,209.26	7.86%	
98200-T	Capacity Fees	\$	7,281.00	\$	50,000.00	\$	42,719.00	14.56%	
	Insurance Dividend	\$	-	\$	-	\$	-	0.00%	
98400-T	Gain of Sale of Assets	\$	-	\$	-	\$	-	0.00%	
49100-T	Loss of Sale of Asset	\$	8,271.59	\$	-	\$	(8,271.59)	0.00%	
44801-T	Bond Investment Fees & Trustee	\$	-	\$	-	\$	-	0.00%	
93000-T	Sludge Acceptance	\$	8,280.00	\$	200,000.00	\$	191,720.00	4.14%	
	Total Non-Operating Revenues	\$	49,300.32	\$	500,000.00	\$	450,699.68	9.86%	
	Net Income (Loss)	\$	310,448.62	\$	(574,100.39)	\$	(884,549.01)	-54.08%	
Capital Transfer for Budget									

CMA
Cash Account Monthly Summary
As of: February 28, 2026

		<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursemen ts</u>		<u>Ending Balance</u>
Operating Accounts								
10320-T	FN-WWTP Depository	1,125,537.36	\$	1,421,036.84	\$	(1,397,001.70)	\$	1,149,572.50
10330-C	FN-Collection Depository	3,733,823.19		875,810.31		(1,016,428.21)		3,593,205.29
10311-G	FN-Payroll	42,277.20		233,934.93		(226,602.34)		49,609.79
10310-G	FN-Disbursements	158,137.97		984,623.18		(984,272.12)		158,489.03
Reserved Accounts								
10331-C	FN-Collection City Pmts	1,370,519.23		172,633.29		(103,926.44)		1,439,226.08
10322-T	FN-OPEB	308,109.73		1,271.70		(83,432.80)		225,948.63
10321-T	FN-WWTP Capacity & Capital Im	236,060.20		8,208.65		(83,432.80)		160,836.05
10333-C	Collection Capital Improvement	1,273,444.46		6,078.09		0.00		1,279,522.55
10332-T	WWTP Debt Coverage	284,052.32		1,347.43		(101,472.29)		183,927.46
10334-T	FN-PENNVEST	169,801.20		267,662.64		(267,369.26)		170,094.58
	Total FNB Accounts	8,701,762.86	\$	3,972,607.06	\$	(4,263,937.96)	\$	8,410,431.96
Trustee Accounts								
10400-T	Refunding bond A&B Cost	1,080.51	\$	6.13	\$	0.00	\$	1,086.64
10402-T	2024 Refi. Bond A&B Debt Resrv	3,838,858.40		55,181.20		0.00		3,894,039.60
10403-C	2024 Bond A Debt Service	111,605.80		86,021.88		(17,255.13)		180,372.55
10404-T	2024 Bond B Debt Service	329,724.67		495,176.93		(17,225.13)		807,676.47
	Total Trustee Accounts	4,281,269.38	\$	636,386.14	\$	(34,480.26)	\$	4,883,175.26
	Grand Total	12,983,032.24	\$	4,608,993.20	\$	(4,298,418.22)	\$	13,293,607.22

Sewer

Sewer Receivables

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
ALLF1	Allegheny Housing Flat (Wylie)	\$ 11,914.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (11,914.00)
ALLF2	Allegheny Housing Flat (Reed)	\$ 2,294.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,294.00)
CNTRY	Century Town Homes Flat Rate	\$ 13,300.00	\$ -	\$ 665.00	\$ 8,982.00	\$ -	\$ -	\$ -	\$ -
COLLE	Metered Sewer Collection	\$ 180,324.64	\$ (1,966.07)	\$ 3,375.89	\$ 11,384.81	\$ -	\$ -	\$ 2,803.39	\$ (119,874.75)
COMF	Commercial Sewer Flat Rate	\$ 17,853.42	\$ -	\$ 315.85	\$ 351.20	\$ -	\$ -	\$ 19.65	\$ (15,449.85)
REF	Residential Sewer Flat Rate	\$ 125,122.77	\$ (2,825.54)	\$ 2,694.50	\$ 9,866.61	\$ -	\$ -	\$ 461.33	\$ (110,416.24)
SSRF	School Sewer Flat Rate	\$ 2,700.00	\$ -	\$ 135.00	\$ -	\$ -	\$ -	\$ -	\$ -
USSF	USS Sewer Flat Rate	\$ 106,042.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (135,653.20)
Billed Collection Flat usage Charge		\$ 16.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16.00)
	Sewer Receivables Totals	\$ 459,566.83	\$ (4,791.61)	\$ 7,186.24	\$ 30,584.62	\$ -	\$ -	\$ 3,284.37	\$ (395,618.04)

Sewer Direct

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
NSF Fee	NSF Fee	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 25.00	\$ (175.00)
POST	Posting Fee - Shut Offs	\$ -	\$ 6,275.00	\$ -	\$ -	\$ -	\$ -	\$ 30.00	\$ (3,603.31)
TurnOff	Water Turn Off Fee	\$ -	\$ (30.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (110.07)
TurnOn	Turn On Fee	\$ -	\$ (30.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (90.00)
NOTICE	10-Day Delinquent Notice	\$ -	\$ (60.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sewer Direct Totals	\$ -	\$ 6,230.00	\$ -	\$ -	\$ -	\$ -	\$ 55.00	\$ (3,978.38)

Sewer Summary

Previous Ending Balance	\$ 4,404,904.52
Charges	\$ 459,566.83
Adjustments	\$ 1,438.39
Penalties	\$ 7,186.24
Interest	\$ 30,584.62
Discounts	\$ -
Refunds	\$ -
Adjusted Receipts	\$ 3,339.37
Receipts	\$ (399,596.42)
Current Balance	\$ 4,507,423.55

Total Receipts	\$ (396,257.05)
----------------	-----------------

**AGREEMENT FOR COLLECTION OF
DELINQUENT MUNICIPAL CLAIMS
ON BEHALF OF CLAIRTON MUNICIPAL AUTHORITY**

Clairton Municipal Authority ("Authority") and Portnoff Law Associates, Ltd. ("PLA") hereby enter into this Agreement for Collection of Delinquent Municipal Claims on Behalf of Authority (the "Agreement"), pursuant to the following terms and conditions:

1. **Retention.** Authority hereby retains PLA to collect its delinquent sewer fee accounts for *in rem* collection pursuant to the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended (the "MCTLA"). All sewer fee accounts that have been declared delinquent by Authority prior to this Agreement that Authority seeks PLA to collect under this Agreement, and all sewer fee accounts that become delinquent during the term of this Agreement, shall be forwarded to and placed with PLA as Authority's exclusive collection agent. Authority must pay to PLA an annual fee of \$2,500 per year for the first two years of this Agreement unless Authority places at least fifty (50) delinquent accounts at the initial placement. PLA shall have the discretion to refuse to accept or return any account. All accounts that have been or will be placed with PLA for collection shall hereinafter be referred to individually as an "Account," or collectively as the "Accounts." During the term of this Agreement, PLA shall have the exclusive right to collect the Accounts until the Accounts are paid in full (including all incurred PLA Fees and Costs, as defined in Section 4(b) below). PLA shall not be responsible under this Agreement to: (i) collect claims in assumpsit; (ii) collect claims that could be alleged to not attach to the underlying real estate pursuant to the exemptions of Section 7108 of the MCTLA; or (iii) defend challenges to Authority's ability to collect the underlying sewer fee.

2. **Term.** The initial term of this Agreement shall expire on December 31, 2028, subject to Section 15 below. After the initial term, this Agreement shall be renewed automatically under the same terms and conditions for additional two-year terms, unless either party provides written notice of termination to the other no later than ninety (90) days prior to the expiration of any current term.

3. **Obligations of PLA.** PLA agrees, on behalf of Authority, to:

- (a) undertake the *in rem* collection of the Accounts in accordance with the MCTLA;
- (b) respond in a timely manner to all requests and inquiries by Authority for information concerning any Account;
- (c) collect, account for, and pay over to Authority, the proceeds of the Accounts collected pursuant to this Agreement, less any attorney fees and other charges, expenses, and fees payable to PLA;

- (d) establish and administer a hardship program for Authority without additional charge; and
- (e) provide financial information to auditors working on behalf of Authority with respect to routine annual audits.

4. **Obligations of Authority.** Authority agrees, as a condition precedent to PLA's obligations hereunder, to:

- (a) provide PLA with the following information in electronic format with respect to each delinquent Account, which Authority confirms is lawfully due and owing to Authority: (i) name of each property owner(s); (ii) property address; (iii) billing address; (iv) tax parcel number; (v) account number associated with the delinquency; (vi) vehicle identification number (VIN) for mobile homes; (vii) assessed value of the property; (viii) docket numbers and copies of any liens, judgments or open litigation filed against the parcel by Authority; (ix) the amount of the delinquency, including an itemized and detailed breakdown of the dates and amounts of the following figures comprising the balance: principal, penalty, interest, finance charges, administrative fees, legal fees, costs, and any other individual charges; and (x) an itemized and detailed breakdown of the dates and amounts of any payments or credits applied to the Account;
- (b) enact and maintain in full force and effect, and provide to PLA, any and all resolutions required to: (i) collect the underlying municipal claim; (ii) authorize the entry into this Agreement by Authority; (iii) authorize PLA's attorneys to sign and file liens on behalf of Authority; and (iv) authorize the imposition upon the delinquent property owner(s) of all attorney fees, unreimbursed costs, and other charges, expenses and fees charged or incurred by PLA, including all attorney fees, unreimbursed costs, and other charges, expenses and fees charged or incurred by any attorney(s) retained by PLA (collectively, "PLA Fees and Costs"), in connection with any Account;
- (c) provide PLA with cooperation and candor at all times, and respond in a timely manner to all requests and inquiries PLA may have with regard to an Account or other matters related to this Agreement;
- (d) upon receipt of a payment from a property owner on any Account, notify PLA of receipt of such payment and tender such payment to PLA;
- (e) forward to PLA, in a timely manner, all legal notices received by Authority relating to any Account, real property or property owner against which PLA is collecting any Account, including all bankruptcy notices and notices of sale; and

- (f) with respect to any claim commenced by or against Authority that in any way relates to the collection of delinquent municipal claims or any Account:
 - (i) inform PLA, in a timely manner, of such claim;
 - (ii) keep PLA advised, in a timely manner, of any developments that arise;
 - (iii) allow PLA to have meaningful involvement in Authority's prosecution or defense of the claim;
 - and (iv) allow PLA to intervene as a party in any litigation.

The failure of Authority to fully comply with any of its obligations in Sections 4(a) through 4(f) above shall constitute grounds to terminate this Agreement. If Authority is unable to provide PLA with the information required in Section 4(a) in electronic format, Authority may hire PLA to convert the data into electronic format at an hourly rate of \$60.00. If the data provided contains errors or is not calculated or recorded in a manner that will allow PLA, in its discretion, to proceed with collection, Authority may hire PLA to reconcile the records at an hourly rate of \$100.00. In either instance, PLA will not proceed without express approval from Authority.

5. Bankruptcy of Property Owner. As set forth in Section 4(e) above, it is important that Authority forward all bankruptcy notices and pleadings to PLA. If PLA receives notice of a property owner's bankruptcy filing at least thirty (30) days prior to the deadline for filing proofs of claim in a Chapter 13 bankruptcy case, PLA will file a proof of claim on behalf of Authority for all pre-petition Accounts that have been placed with PLA for collection. Unless Authority enters into a separate agreement with PLA to represent Authority in the property owner's bankruptcy case, PLA will cease its collection efforts on all Accounts for the bankrupt property owner while the bankruptcy case is open and will resume its collection efforts after the case is closed.

6. Mobile Homes and Trailers. As set forth in Section 4(a) above, Authority shall provide PLA with the vehicle identification number (VIN) for each mobile home and trailer associated with an Account. PLA shall not be obligated to proceed with collection on any Account where the mobile home or trailer is taxed separately from the real estate.

7. Sale, Assignment, or Transfer by Authority. The sale, assignment, or transfer by Authority, in whole or in part, of its rights with respect to any Account or with respect to Authority's current or future sewer fees, delinquent sewer fees, municipal liens, or municipal claims, during the current term or future term of this Agreement, to any person, persons, entity or entities, without the prior written consent of PLA, shall constitute a breach of this Agreement and shall constitute grounds for PLA to immediately terminate this Agreement.

8. Consideration. In consideration of PLA's performance of its obligations under this Agreement, Authority hereby agrees to incur the attorney fees and other charges, expenses and fees payable to PLA in the amounts set forth in Exhibit "A" hereto (or as amended with PLA's consent by future resolution of Authority), which amounts Authority acknowledges are fair and reasonable, and to reimburse PLA for all PLA Fees and Costs, subject to Sections 10, 15 and 16 below. Authority agrees that all PLA Fees and Costs, in connection with any Account, shall be part of the lien on the real property subject to the Account, and shall remain part of the lien until satisfied by payment in full of all PLA Fees and Costs.

9. **Outside Attorneys.** PLA shall be permitted, at its discretion, to utilize outside attorneys to assist PLA in the collection of the Accounts under this Agreement. The fees of such outside attorneys shall not exceed the amounts referenced in Exhibit "A" hereto (or as amended with PLA's consent by future resolution of Authority).

10. **Payment and Reimbursement of PLA Fees and Costs.** Except as set forth in this Section 10 and Sections 11, 15 and 16 below, PLA shall attempt to collect PLA Fees and Costs directly from the delinquent property owner, pursuant to the MCTLA. PLA will not pursue payment of PLA Fees and Costs directly from Authority, unless:

- (a) Authority, for non-economic reasons, suspends collection on any Account prior to payment in full. The failure to approve PLA's request to list any real property for sheriff's sale shall be deemed a suspension of collection. Authority shall not incur any liability to PLA for suspending collection on any Account prior to payment in full if PLA agrees that suspension is warranted. An Account shall not be considered to be "paid in full" unless all PLA Fees and Costs, in connection with any Account, are paid in full; or
- (b) collection of any Account is discontinued, dismissed, or delayed due to an error on the part of Authority; or
- (c) Authority sells, assigns, or transfers any Account to any person, persons, entity or entities, other than PLA; or
- (d) this Agreement is terminated and Authority instructs PLA to cease collection of any Account; or
- (e) PLA terminates this Agreement pursuant to Section 4 or Section 7 above.

In the event of the occurrence of any of the actions set forth in Sections 10(a) through 10(e) above, Authority immediately shall pay to PLA all outstanding PLA Fees and Costs, in connection with any Account.

If any payment or partial payment on any Account is made directly to Authority, or should Authority be obligated to make any payment to PLA under this Agreement, Authority shall immediately tender said payment to PLA. Should Authority fail to tender to PLA any payment owed to PLA within sixty (60) days of PLA's request therefor, Authority agrees that PLA shall be permitted to withhold the amount of said payment from Authority's remittances and apply same to the amount owed to PLA.

11. Notice of Delinquent Claim and Fee Shifting. On behalf of Authority, PLA shall provide property owners with notice of the delinquent claim and fee shifting required under Section 7106 of the MCTLA. The Account will be charged a fee of \$40.00, plus applicable postage, per notice, to partially cover the costs associated with: (i) setting up a computerized file and data base for the Account; (ii) providing the initial notice of delinquent claim and fee shifting; (iii) communicating with property owners and establishing and monitoring hardship plans; and (iv) accounting to Authority for any monies received in response to the notice. Authority will be directly charged only for the cost of sending out the first notice and applicable postage (collectively, the "Notice of Claim Charge"), and any cost for additional notices will be charged to the Account. Authority shall adopt a resolution that authorizes charging the above amounts to the delinquent property owner. Authority shall be reimbursed, and sent payments on a quarterly basis, for those Notice of Claim Charges that have been collected by PLA.

12. Application of Payments Received by PLA; Interest Waiver. Amounts recovered by PLA or Authority pursuant to this Agreement will be applied to the Accounts in the following order of priority: (i) reimbursement of costs and expenses incurred by PLA or any attorney(s) retained by PLA; (ii) attorney fees and other charges, expenses and fees charged by PLA or any attorney(s) retained by PLA; and (iii) amounts payable to Authority, including the face amount of the municipal claim, the penalty, the Notice of Claim Charge, and interest. Authority hereby authorizes PLA to waive, on behalf of Authority, any interest owed by any property owner to Authority so long as PLA believes, in its discretion, that such amount is *de minimis* or that the cost or burden of continuing collection outweighs the benefit of collecting the interest.

13. Remittance and Reporting by PLA. PLA will remit funds collected no less frequently than once per month, and weekly when the amounts payable to Authority exceed \$1,000, subject to Section 11 above. Remittance will be made directly to Authority's designated account via an automated clearing house (ACH) transfer. For each remittance, PLA will send Authority a detailed accounting in electronic format via email. If Authority requires additional accounting information, record organization, or custom financial reporting, Authority shall be charged at an hourly rate of \$100.00 for this service, with a minimum charge of \$40.00 per request.

14. Payoff Information. PLA shall provide payoff information in response to requests made by third parties, including, but not limited to, mortgage companies and title insurance companies. In consideration of providing payoff information, PLA shall be permitted to charge the requestor a fee of \$25.00 per parcel, per request. This Section 14 does not apply to requests made under the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101, *et seq.*

15. Rights on Termination. Upon termination of this Agreement, PLA shall have the exclusive option to continue to act, pursuant to the terms and conditions of this Agreement, as the exclusive collector of all Accounts that have not been paid in full, as defined in Section 10(a) above. If this Agreement is terminated by either Authority or PLA, and PLA ceases to act as the exclusive collector of any Account, Authority will take all steps necessary to free PLA of any obligation to perform further, including:

- (a) Authority shall immediately execute and deliver any documents that are necessary to allow PLA to formally withdraw its appearance in any and all pending litigation;
- (b) Authority shall immediately pay to PLA all unreimbursed costs and expenses incurred by PLA or incurred by any attorney(s) retained by PLA, in connection with any Account;
- (c) Authority agrees that PLA shall be entitled to retaining and charging liens on the Accounts, collections, recoveries, municipal claims, and client papers of Authority to secure the payment of all PLA Fees and Costs, in connection with any Account; and
- (d) Authority agrees that all PLA Fees and Costs, in connection with any Account, shall be part of the lien on the real property subject to the Account, and shall remain part of the lien until satisfied by payment in full.

PLA shall have the right to terminate this Agreement immediately by providing written notice of termination to Authority upon the occurrence of any of the following events: (a) Authority fails to perform or comply with, or breaches, any material provision of this Agreement, including those set forth in Section 4 or Section 7 above; or (b) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of Authority herein or in any document delivered in connection herewith shall be incorrect in any material respect when made; or (c) if any litigation, administrative proceeding or investigation ensues or is threatened involving this Agreement, or any agreement between PLA and Authority, and the adverse result of such litigation, proceeding or investigation would have, in PLA's opinion, a material adverse effect on either PLA's or Authority's ability to perform its obligations hereunder (clauses (a), (b) and (c) collectively, a "Termination Event"). In the event of a Termination Event or should Authority terminate this Agreement and request the return of any Account to Authority, or the transfer of any Account to any person(s), entity or entities other than PLA, in addition to the rights listed in Sections 15(a) through 15(d) above, Authority also shall immediately pay to PLA all PLA Fees and Costs in connection with any such Account, and Authority agrees that PLA shall be permitted to withhold all payments to Authority from Authority's remittances and apply same to the amount owed to PLA until all PLA Fees and Costs have been paid in full.

16. Indemnity and Liability. PLA shall indemnify and hold harmless Authority from and against any and all errors or omissions of PLA in the collection of the Accounts. Authority shall indemnify and hold harmless PLA from and against any and all losses, damages, claims, judgments, and costs of defense, including attorney fees, arising from any and all acts or omissions of Authority in connection with the property owner(s) or the collection of the Accounts, including, but not limited to, the placement for collection with PLA of an Account that is determined to be unauthorized by law in whole or in part, or the providing of and/or failure to update incorrect, inaccurate or incomplete information by Authority, or the failure of the property owner to receive notice of the underlying obligation, or the failure of Authority to provide information to PLA or to fulfill any of its obligations under this Agreement.

Except as otherwise disclosed to PLA, there are no actions, suits or proceedings by or before any arbiter, court of law, or governmental authority pending against or, to the knowledge of Authority, threatened against or affecting Authority, that could reasonably, individually or in the aggregate, be expected to materially and adversely affect the ability of PLA or Authority to perform their obligations under this Agreement. In the event that PLA must refund any amounts paid by a property owner, including PLA Fees and Costs, as a result of a claim that the property owner failed to receive notice of the underlying obligation or that the amount of any municipal claim is determined by any arbiter, court of law, or governmental authority to be excessive, mistakenly assessed, unreasonable or not authorized by law, Authority will pay directly to the property owner the amount that PLA is required to refund and will immediately pay to PLA all unpaid fees and costs incurred by PLA in connection with all such Accounts.

17. Conflict of Interest Waiver. There may be situations where PLA represents more than one municipal creditor (or assignee thereof) holding liens on a given property. To the extent that payments are received by PLA that are allocable to more than one delinquent account, a potential conflict of interest could arise, as one client may be paid before another. In these cases, payments will be applied to accounts as determined by PLA in its sole discretion, unless otherwise required pursuant to applicable law. To the extent that the property is sold at a sheriff's sale free and clear of liens and encumbrances, a potential conflict of interest could arise, given that the sale may divest all or part of the claims of one or more clients. Because distribution of the sale proceeds is made by the sheriff's office in accordance with established law, PLA does not believe that representing multiple creditors (or any assignee thereof) will impede PLA's ability to fairly and effectively represent each client. Authority confirms that it is aware of these issues and agrees to waive any potential conflicts of interest that may arise.

18. Dispute Resolution; Waiver of Jury Trial. Authority and PLA agree that any dispute arising out of, or relating to, this Agreement, or the subject matter thereof, whether sounding in tort, contract or otherwise, shall be submitted to binding arbitration, to be conducted by a single arbitrator agreed to by Authority and PLA in accordance with the rules of the American Arbitration Association, in lieu of any judicial determination of the dispute. In the event the parties are unable to agree upon an arbitrator, either party may petition the Court of Common Pleas of Allegheny County for the appointment of an independent arbitrator. Both parties waive the right to bring judicial proceedings in connection with any dispute arising under or relating to this Agreement, including the right to a trial by jury.

19. Records Retention. PLA may discard or destroy any and all records pertaining to any parcel five (5) years to the day after the earlier of: (i) the date on which all accounts relevant to that parcel are paid in full, or (ii) the date on which PLA has ceased collection on all unpaid delinquent accounts for such parcel based on its determination that such accounts are uncollectible with no hope of future recovery. PLA shall notify Authority by mail or email at least thirty (30) days prior to discarding or destroying records, and in the absence of a response, shall be permitted to proceed with discarding or destroying any and all records. If Authority notifies PLA within the thirty (30) day time-period that it wishes for any records intended to be destroyed or discarded to be returned to it, PLA shall return such records to Authority at Authority's expense. PLA shall not destroy any records for which Authority has notified PLA that such records may be relevant to any pending or reasonably foreseeable litigation.

20. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

21. **Assignment.** Neither Authority nor PLA shall assign this Agreement, or any part thereof, without the prior written consent of both Authority and PLA. Any attempted assignment by either party without such written consent shall be null and void.

22. **Modification.** No term of this Agreement may be changed or modified without the written consent of both Authority and PLA.

23. **Severability and Waiver.** In the event that any portion of this Agreement is declared invalid by legislation, or order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein, and the remainder of this Agreement shall be enforced with the invalid term omitted. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future enforcement of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

24. **Headings.** The headings used in the sections, paragraphs and clauses of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

25. **Survival.** All representations, warranties, covenants, and agreements made herein shall survive the execution and delivery hereof and shall continue in full force and effect regardless of the termination of this Agreement, so long as any incurred PLA Fees and Costs remain outstanding. Sections 8, 10, 12, 13, 14, 15, 16, 18, 19 and this Section 25 of the Agreement shall survive and remain in full force and effect regardless of the termination of this Agreement or any provisions hereof.

26. **Effective Date.** Notwithstanding anything to the contrary herein, this Agreement shall not become binding and effective until the date on which each of the following conditions is satisfied (or waived by PLA in its sole discretion): (i) the Agreement has been executed by Authority and PLA; (ii) PLA has accepted as satisfactory Authority's delinquent account data; (iii) the representations and warranties of Authority shall be true and correct in all material respects; (iv) no event that allows for the termination of the Agreement has occurred; and (v) the execution, delivery and performance by Authority of this Agreement have been duly authorized by all necessary action of Authority.

27. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto concerning the subject matter set forth herein and supersedes all prior or contemporaneous oral and/or written agreements and representations not contained herein concerning the subject matter of this Agreement. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by counsel of their own choosing and to negotiate the terms hereof, and that no party is deemed the drafter of this Agreement. The parties agree that an electronic version of this Agreement shall be deemed to have the same legal force and effect as an original paper document. No party shall contest the authenticity or admissibility of such copies solely on the basis that they are in electronic form.

CLAIRTON MUNICIPAL AUTHORITY

Dated: _____

By: _____

Name:

Title:

Dated: _____

Attest: _____

Name:

Title:

PORTNOFF LAW ASSOCIATES, LTD.

Dated: _____

By: _____

Michelle R. Portnoff, Esquire

Title: President

EXHIBIT "A"

Legal Fees

Initial review and sending first legal demand letter	\$175.00
File Lien and prepare Satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 50.00
Prepare Default Judgment	\$175.00
Research, prepare and obtain re-issued Writ	\$175.00
Prepare Praecipe to Amend	\$100.00
Prepare Motion to Amend	\$150.00
Prepare Motion for Alternate Service	\$250.00
Prepare Motion to Consolidate Claims	\$250.00
Amend claim to add United States as defendant	\$250.00
Prepare Writ of Execution	\$800.00
Preparation for sheriff's sale; review schedule of distribution and resolve distribution issues	\$400.00
Prepare Motion to Continue Sheriff's Sale	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Preparation and service of Subpoena	\$100.00
Presentation of Motion or Petition	\$ 50.00
Services not covered above	At an hourly rate between \$75-\$275 per hour

Collection Fees

Validation notice	\$ 25.00 per notice
Notice of delinquent claim and fee shifting	\$ 40.00 per notice, plus applicable postage
Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Handling fee for returned check	\$ 25.00

Payoff Fee

Providing guaranteed payoff to third parties	\$ 25.00
--	----------

CLAIRTON MUNICIPAL AUTHORITY

Resolution No. 03192026

**RESOLUTION APPROVING APPOINTMENT OF
SOLICITOR, INTEREST ASSESSMENT, AND ATTORNEY
FEES AND COLLECTION FEES ADDED TO THE AMOUNT
COLLECTED AS PART OF UNPAID MUNICIPAL CLAIMS
FOR DELINQUENT ACCOUNTS**

WHEREAS, to be fair to all property owners and customers of the Clairton Municipal Authority (the "Authority"), it is necessary for the Authority to recover promptly unpaid, delinquent sewer fee accounts, if necessary, by legal proceedings; and

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended (the "Act"), provides a statutory framework for Municipal Authorities to collect unpaid Municipal Claims; and

WHEREAS, § 7101 of the Act authorizes a Municipal Authority levying Municipal Claims and/or Municipal Liens that become delinquent (each, an "Unpaid Claim") to recover the Charges, Expenses, Commissions and Fees incurred in the collection of the Unpaid Claims together with the applicable Unpaid Claim, provided that such Charges, Expenses, Commissions and Fees are approved by Legislative Action of such Municipal Authority; and

WHEREAS, § 7106 of the Act requires that the applicable Municipal Authority adopt by resolution a schedule of Attorney Fees for any Attorney Fees incurred in connection with the filing, preservation and collection of any Delinquent Account, including any Unpaid Claim; and

WHEREAS, the Authority has determined after due deliberation and investigation that it is in the best interest of the Authority to collect certain Unpaid Claims pursuant to the Act, and after careful review of the Attorney Fees and Collection Fees set forth in this Resolution, to approve and adopt such Attorney Fees and Collection Fees pursuant to this Legislative Action in accordance with the Act.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ENACTED AND ADOPTED BY THE BOARD OF THE CLAIRTON MUNICIPAL AUTHORITY AS FOLLOWS:

Section 1. Attorney Fees and Collection Fees to be Added to the Unpaid Claims.

The Attorney Fees and Collection Fees set forth below are hereby adopted, approved, and determined to be reasonable, including, without limitation, as contemplated by § 7106 of the Act. The Attorney Fees and Collection Fees set forth below shall be included and added to the applicable Unpaid Claims collected pursuant to the Act (such Unpaid Claims, the “MCTLA Unpaid Claims”) in an amount equal to the amount set forth in this Section 1.

(a) Attorney Fees.

Initial review and sending first legal demand letter	\$175.00
File Lien and prepare Satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 50.00
Prepare Default Judgment	\$175.00
Research, prepare and obtain re-issued Writ	\$175.00
Prepare Praecipe to Amend	\$100.00
Prepare Motion to Amend	\$150.00
Prepare Motion for Alternate Service	\$250.00
Prepare Motion to Consolidate Claims	\$250.00
Amend claim to add United States as defendant	\$250.00
Prepare Writ of Execution	\$800.00
Preparation for sheriff's sale; review schedule of distribution and resolve distribution issues	\$400.00
Prepare Motion to Continue Sheriff's Sale	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Preparation and service of Subpoena	\$100.00
Presentation of Motion or Petition	\$ 50.00
Services not covered above	At an hourly rate between \$75.00-\$275.00 per hour

(b) Collection Fees.

Validation notice	\$ 25.00 per notice
Notice of delinquent claim and fee shifting	\$ 40.00 per notice, plus applicable postage
Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Handling fee for returned check	\$ 25.00

In addition to the Collection Fees set forth under Section 1(b) above, the amount of out-of-pocket charges, costs, expenses, commissions and fees incurred in connection with the filing, preservation and collection of the MCTLA Unpaid Claims, including, but not limited to, prothonotary fees and charges, sheriff fees and charges, postage expenses, title search expenses, vehicle identification number (VIN) search expenses, skip tracing and/or other investigatory service expenses, and the costs, fees, charges and/or expenses arising out of any payment by any credit card, debit card or any other payment medium, are hereby approved and shall be included, upon incurrence, together with the applicable MCTLA Unpaid Claim.

Section 2. Interest. Interest will be assessed upon the MCTLA Unpaid Claims at a rate of 10% per annum and added to the MCTLA Unpaid Claims. The Authority is permitted to waive any interest on any MCTLA Unpaid Claim when the Authority or any attorney and/or third-party collector collecting the MCTLA Unpaid Claim believes, in its discretion, that such amount is *de minimis* or that the cost or burden of continuing collection outweighs the benefit of collecting the interest.

Section 3. Appointment of Solicitor. The Authority appoints Michelle R. Portnoff, Esquire, as Solicitor for the limited purpose of collecting the MCTLA Unpaid Claims and hereby authorizes her, and all attorneys employed by Portnoff Law Associates, Ltd., to sign any and all documents, including municipal claims and liens, on behalf of the Authority.

Section 4. Severability. Should any section, paragraph, clause, or phrase of this Resolution be declared unconstitutional or invalid by legislation or a court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby and shall remain in full force and effect.

Section 5. Inconsistencies. All prior ordinances, resolutions and/or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 6. Capitalized Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Act.

Section 7. Effective Date. This Resolution shall take effect on the earliest date permitted pursuant to applicable law.

**DULY RESOLVED, ENACTED AND ADOPTED BY THE BOARD OF THE
CLAIRTON MUNICIPAL AUTHORITY THIS ____ DAY OF _____,
2026.**

CLAIRTON MUNICIPAL AUTHORITY

By: _____

Name:

Title:

Attest:

Name:

Title:

[Seal]

- Wilo RAS pump failure 2-27-26. Pump was pulled and replaced 3-2-26. Pump was shipped out per Wilo to Ohio on 3-5-26. Waiting to hear back from Wilo on repair. Pump is still under warranty; labor is not covered.
- ABB was on site to set the parameters per Aerzen instructions on 3-4-26. Aerzen is going to replace the motor from #4 blower; that motor will go into the #1 blower. We are waiting to hear from Rice Electric on cause of motor failure for #1 motor. #4 motor failed due to loose bearing caps.
- Matt and Keved leave for PA rural water in Penn State on Monday 3-23-26
- Brian Fleming and myself are signed up and rooms booked for PennTec in June.
- Wayne Crouse will be replacing piping that froze and cracked over the winter. Located in the bypass tanks, water line feeds the water cannons. They were also informed of water leaking through the trough downstairs in the tunnel. These needs addressed; the plates they put up on the ceiling are starting to rust already and leaking. Wayne Crouse will also be replacing the hydraulic link valve between basin 1-1 & 1-2
- DRV and KLH SCADA will be on site 3-19-26 to work with Jeremy and the CMA team to test the bypass system and make necessary adjustments to pumps, valves, timing. Etc.
- During recent wet weather we were able to treat 10.5mgd for a sustained period. Flows were as high as 14mgd. There were no compliance issues during these events. This is much better than that of the old plant. We are not at our best capacity yet, but we are making strides to our goals.
- PennDOT will be doing a major roadway project beginning in Spring of 2027. We had some virtual meeting discussing what will be done and what is expecting of CMA. State roads 837 and 885 will have some replacement and some mill and overlay. PennDOT is expecting around 29 manholes to be reconstructed, these are mainly in the arears where they will be replacing concrete roadway. Other sections of road will be asphalt and may need a few riser rings or something small. From what I understand they will be able to incorporate this cost in with their contractor, bids will go out in the beginning of 2027. CMA would have to pay 25% of the cost for restoration. I also asked for them to include lining of the existing manholes to help preserve the longevity of the manholes. I will have another meeting with PennDOT in the beginning of April. They will need CMA to sign off on a Utility reimbursement agreement resolution. I expect to have that ready for the April meeting.
- Sean (back) and Rich (bronchitis and pneumonia) still out on leave



CLAIRTON MUNICIPAL AUTHORITY

Consulting Engineer's Report

March 19, 2026

Phase II Upgrade Project

KLH notified DEP on January 21, that the contract work was completed as of January 15, 2026. The Post Construction Completion Certification was provided as required.

CDBG Year 51

CMA was awarded CDBG Year 51 grant in the amount of \$398,365. This grant is to be used towards a sewer repairs project with an estimated cost of \$677,496. **CMA and KLH met with the COG regarding transferring the grant funds to the Glick Run or Dry Run projects. The COG is investigating this change. A new application will likely need to be submitted, and the funds would not be available until August 2026.**

Septage Receiving Station Construction

CMA awarded the General/Mechanical Contract to Gildea Group, LLC in the amount of \$634,000 and the Electrical Contract to Frankl Electric in the amount of \$156,100. KLH prepared contract documents for execution and issued Notice-to-Proceed on October 17, 2025. This is the start date for the contract work. The Final Completion is September 12, 2026. This project is being partially funded by the 2023 State-Wide LSA Grant award of \$434,000.

KLH approved the receiving station submittal. SAVECO is working on the water booster pump submittal and Gildea will provide it to KLH for review upon receipt. A construction meeting was held February 26, 2026, via Teams. The next meeting will be March 26.

Glick Run Sewer Study

The estimated project cost for this project is approximately \$1,000,000. KLH recommends proceeding with preparation of bid documents for this project as soon as possible so that we are ready to bid once the grant funds that Marc Gergely is working on obtaining are available.

WWTP Backup Power

The WWTP was designed to have dual feed electrical power service, which typically provides the most reliable backup power possible. CMA has two independent (separate substation circuits) feeds. If one goes down, there is an automatic switchover to the other. Unfortunately, over the past few years there have been multiple simultaneous outages of both feeds. This has brought into question the reliability of the power company's distribution system. Given these reliability concerns, CMA does not meet DEP's requirements for backup power, and therefore stand-by generators should be considered. The initial option of sizing medium voltage generator(s) for the full plant load is not feasible due to the duration of plant outage that would be required. Additionally, this option would be higher cost than multiple area specific low voltage generators. KLH evaluated three options:

1. Full load sized permanent backup generators with automatic transfer switches at the Main Electrical Building (MBR), Raw Sewage Pump Station, and Headworks. The estimated cost for this alternative is \$3.3M.
2. DEP required load sized permanent backup generators with automatic transfer switches at the Main Electrical Building (MBR), Raw Sewage Pump Station, and Headworks. The estimated cost for this alternative is \$2.6M.

3. DEP required load sized manual transfer switches with hookups for temporary generators at the Main Electrical Building (MBR), Raw Sewage Pump Station, and Headworks. The estimated cost for this alternative is \$1.2M. This option is not feasible given that lead time for the temporary generators is estimated at 10 days, thus not meeting DEP requirements for backup power.

KLH recommends Option 2.

2024 State-Wide LSA Grant Application

Applications for the 2024 State-Wide LSA Grant Program were due by November 29, 2024. KLH recommended applying for the Dry Run Sewer Replacement Project. The estimated construction cost for this project is approximately \$2M. Resolution No. 11-21-2024 was passed by the Board review. This resolution is authorized a grant application requesting \$1,000,000 in grant funds. It does not commit CMA to the project. KLH submitted the grant application. **CMA was awarded a \$250,000 grant for this project. KLH recommends finalizing design and submitting permit applications while we are waiting on 2025 LSA Grant award and potential repurposing of CDBG grant awards. This project needs to be constructed by October 1, 2027.**

CDBG Year 52

The CDBG Year 52 grant application for a sewer repair project was submitted. **CMA and KLH discussed the possibility of transferring grant funds with the COG, if awarded, to the Dry Run Project.**

GEDTF 2025

KLH worked with the COG to submit the GEDTF 2025 grant application for the Park Avenue sewer separation project. CMA was awarded a \$55,000 grant for this project.

2025 State-Wide LSA Grant Application

Applications for the 2025 State-Wide LSA Grant Program were due by November 28, 2025. KLH worked with the COG for the submission of the Dry Run Project. Grants will be awarded for up to \$1,000,000 and no match is required.

NPDES Permit Renewal Application

KLH is preparing CMA's NPDES Permit renewal application. KLH will coordinate required sampling with CMA.