

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

April 18th, 2024

Meeting called to order at 6:40 PM by John Vitullo.

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

Present Absent

Roll Call

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:

Doug Ozvath moved, and Brian Koontz seconded the Motion to approve the minutes from the Board Meeting of March 21st 2024. The motion carried 4-0.

Doug Ozvath moved, and Brian Koontz seconded the Motion to approve the bills from March 21st 2024 thru April 18th, 2024. The motion carried 4-0.

John Vitullo moved, and Brian Koontz 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 S&P Global credit agency fee of \$37,500.00 for the rating need to refinance Sewer Bonds A And B. The motion carried 4-0.

Doug Ozvath moved, and John Vitullo seconded the Motion to approve the Bond Refinance Resolution 04182024. The motion carried 4-0.

Doug Ozvath moved, and Brian Koontz seconded the Motion to Hire Matthew Fischman for the position of Maintenance I/Laborer Uncertified at a rate based on the Union Contract. The motion carried 4-0.

John Vitullo moved, and Brian Koontz seconded the Motion to Hire Keved White for the position of Maintenance I/Laborer Uncertified at a rate based on the Union Contract. The motion carried 4-0.

Doug Ozvath moved, and Laurence Wulf seconded the Motion to purchase of a new blower motor to replace damaged motor at a cost of \$49,435.00. The motion carried 4-0.

Doug Ozvath moved, and Laurence Wulf seconded the Motion to purchase of a new blower motor to replace damaged motor at a cost of \$49,435.00. The motion carried 4-0.

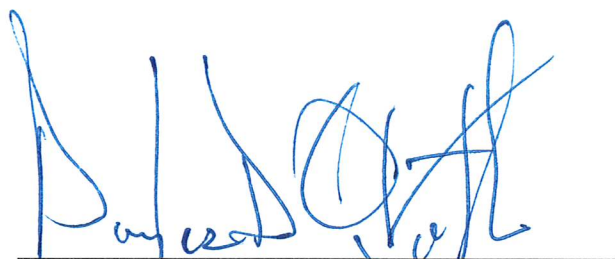
John Vitullo moved, and Brian Koontz seconded the Motion to the purchase of a replacement blower for the blower that was destroyed in the fire on 03/01/2024. The cost of the replacement Aerzen Hybrid Blower is estimated to be \$202,160.00. The motion carried 4-0.

Doug Ozvath moved, and John Vitullo seconded the Motion to approve Pay Application No. 22 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the amount of \$879,994.28 for submission to PennVest. The motion carried 4-0.

John Vitullo moved, and Brian Koontz seconded the Motion to approve Pay Application No. 19 to Bronder Technical Services, Inc. for Contract 2019-01 REBID Upgrades Phase 2 Electrical in the amount of \$127,800.00 for submission to PennVest. The Motion Carried 4-0.

John Vitullo moved, and Doug Ozvath seconded the Motion to approve resolution of the instillation od the lines to the Headworks Building upon payment of \$17,500.00 From Peoples Natural Gas. The Motion Carried 4-0.

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



SECRETARY

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS

Regular Monthly Meeting

Thursday April 18th, 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 March 21st, 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 S&P Global credit rating agency fee of \$37,500.00 for rating needed to refinance Sewer Revenue Bonds A&B.
 - b. Motion to approve Bond Refinancing Resolution 04182024.
6. Collection & Operation Report
 - a. Motion to Hire Ryan Fischman for the position of Maintenance I/Laborer Uncertified at a rate based on the Union Contract.
 - b. Motion to Hire Keved White for the position of Maintenance I/Laborer Uncertified at a rate based on the Union Contract.
 - c. Motion to approve the purchase of a new blower motor to replace damaged motor at a cost of \$49,435.50
 - d. Motion to approve the purchase of a replacement blower for the blower that was destroyed in the fire on 3/1/2024. The cost of the replacement Aerzen Delta Hybrid Moter is estimated to be \$202,160.00.
7. Engineer's Report
 - a. Motion to approve Pay Application No. 22 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the amount of \$879,994.38 for submission to PennVest.
 - b. Motion to approve Pay Application No. 19 to Bronder Technical Services, Inc. for Contract 2019-01 REBID Upgrades Phase 2 Electrical in the amount of \$127,800.00 for submission to PennVest.
8. Solicitor's Report
 - a. Motion to approve the resolution of the People's Natural Gas issue over the instillation of gas lines to the Headworks Building.
9. New Business
10. Motion to Adjourn

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

April 18th, 2024

Meeting called to order at _____ P.M. by _____.

Executive Session was held at ____ PM until ____ PM on April 18th, 2024 to discuss personnel and litigation.

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

Administration/Professional
Ryan Potts, Superintendent
Brian Melnichak, Finance Director
Robert McTiernan, Solicitor
John Gianvito, KLH Engineers

Citizens Comments

Motion to approve the minutes from the March 21st, 2024 Board Meeting.

Motion By: _____

Seconded By: _____

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

Motion to approve the paying of the bills from March 21st, 2024 thru April 18th, 2024.

Motion By: _____

Seconded By: _____

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

CMA
MEETING Check Register
For the Period From Mar 22, 2024 to Apr 30, 2024

Filter Criteria Includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
10546	3/25/24	RONDINELLI, DEBO	10310-G	400.00
10547	3/28/24	AIRGAS USA, LLC	10310-G	393.15
10548	3/28/24	AUTO PLUS	10310-G	1,741.21
10549	3/28/24	Boxer LLC	10310-G	380.00
10550	3/28/24	COMCAST BUSINES	10310-G	689.31
10551	3/28/24	Court Pest Control	10310-G	85.00
10552	3/28/24	DRNACH ENVIRON	10310-G	20,663.51
10553	3/28/24	DRV INCORPORATE	10310-G	1,181.40
10554	3/28/24	ENVIRONMENTAL S	10310-G	59.12
10555	3/28/24	FAGAN SANITARY S	10310-G	165.98
10556	3/28/24	FARNHAM & PFILE	10310-G	818.03
10557	3/28/24	GATEWAY ENGINE	10310-G	571.39
10558	3/28/24	HOME DEPOT CRE	10310-G	301.91
10559	3/28/24	HORIZON	10310-G	180.00
10560	3/28/24	Madison National Life	10310-G	2,428.99
10561	3/28/24	NSI LAB SOLUTION	10310-G	379.00
10562	3/28/24	PA AMERICAN WAT	10310-G	8,029.97
10563	3/28/24	PEOPLES NATURAL	10310-G	3,076.92
10564	3/28/24	PRECISION COPY P	10310-G	46.59
10565	3/28/24	PREMIER SAFETY	10310-G	67.74
10566	3/28/24	Quill LLC	10310-G	779.51
10567	3/28/24	SHILOH SERVICE, I	10310-G	2,710.35
10568	3/28/24	Univar Solutions USA	10310-G	3,705.98
10569	3/28/24	US POST OFFICE	10310-G	10,000.00
10570	3/28/24	WAYNE CROUSE, I	10310-G	47,340.17
10571	3/28/24	WEX BANK	10310-G	1,418.01
10572	4/12/24	DUQUESNE LIGHT	10310-G	27,007.99
10573	4/12/24	MEIT	10310-G	32,470.21
10574	4/17/24	Aerzen Rental USA L	10310-G	13,755.00
10575	4/17/24	AIRGAS USA, LLC	10310-G	327.36
10576	4/17/24	AMERICAN WATER	10310-G	3,030.00
10577	4/17/24	Bronder Technical Se	10310-G	189,841.77

CMA
MEETING Check Register
For the Period From Mar 22, 2024 to Apr 30, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
10578	4/17/24	CINTAS	10310-G	187.64
10579	4/17/24	COLUMBIA GAS OF	10310-G	2,439.21
10580	4/17/24	COMCAST BUSINES	10310-G	1,642.04
10581	4/17/24	DE LAGE LANDEN F	10310-G	140.00
10582	4/17/24	DRNACH ENVIRON	10310-G	32,179.00
10583	4/17/24	DRV, Incorporated	10310-G	1,181.40
10584	4/17/24	FAGAN SANITARY S	10310-G	198.89
10585	4/17/24	FAYETTE PARTS SE	10310-G	274.30
10586	4/17/24	FAYETTE WASTE L	10310-G	79.48
10587	4/17/24	First National Bank	10310-G	3,109.51
10588	4/17/24	FNB Commercial Cre	10310-G	1,836.99
10589	4/17/24	Georges Supply Cent	10310-G	504.00
10590	4/17/24	HEMOCRAFT BUILD	10310-G	495.00
10591	4/17/24	Invoice Cloud Inc.	10310-G	435.20
10592	4/17/24	JEFFERSON HILLS	10310-G	21.48
10593	4/17/24	KLH ENGINEERS, IN	10310-G	38,785.54
10594	4/17/24	LINK COMPUTER C	10310-G	1,436.15
10595	4/17/24	NOBLE ENVIRONME	10310-G	19,384.97
10596	4/17/24	NOGA SERVICES	10310-G	190.00
10597	4/17/24	North Central Labs	10310-G	437.32
10598	4/17/24	PA AMERICAN WAT	10310-G	8,357.48
10599	4/17/24	PA DEP	10310-G	291.68
10600	4/17/24	PRECISION COPY P	10310-G	292.62
10601	4/17/24	Quill LLC	10310-G	95.99
10602	4/17/24	R. C. SYSTEMS INC.	10310-G	311.00
10603	4/17/24	RC WALTER & SON	10310-G	243.76
10604	4/17/24	RONDINELLI, DEBO	10310-G	400.00
10605	4/17/24	SAMS CLUB/SYNCH	10310-G	45.68
10606	4/17/24	SNYDER BROTHER	10310-G	1,477.28
10607	4/17/24	St Clair Medical Grou	10310-G	579.00
10608	4/17/24	The DT Firm	10310-G	6,000.00
10609	4/17/24	US Asset Manageme	10310-G	9,234.36

CMA
MEETING Check Register
For the Period From Mar 22, 2024 to Apr 30, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
10610	4/17/24	USA BLUE BOOK	10310-G	436.95
10611	4/17/24	VAULT HEALTH	10310-G	156.98
10612	4/17/24	VERIZON WIRELES	10310-G	417.86
10613	4/17/24	WAYNE CROUSE, I	10310-G	1,075,364.3
10614	4/17/24	Web-Makeovers	10310-G	100.00
10615	4/17/24	WHEELING AND LA	10310-G	4,700.00
10616	4/17/24	WILMINGTON TRUS	10310-G	2,120.64
Total				<u>1,589,629.3</u>

Motion to approve the Year-to-Date Income Statements for Treatment and Collections.

Motion By: _____

Seconded By: _____

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

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

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Revenues				
Residential Flat Rate	\$ 314,535.58	\$ 1,404,000.00	1,089,464.42	22.40
Commerical Flat Rate	44,683.11	200,000.00	155,316.89	22.34
Alleg Housing Flat Rate	35,712.00	142,848.00	107,136.00	25.00
School Flat Rate	6,804.00	6,672.00	(132.00)	101.98
USS Flat Rate	266,538.00	1,066,152.00	799,614.00	25.00
Total Debt Service Revenues	<u>668,272.69</u>	<u>2,819,672.00</u>	<u>2,151,399.31</u>	23.70
Total Consumption Revenues	<u>443,008.05</u>	<u>1,700,000.00</u>	<u>1,256,991.95</u>	26.06
Total Consumption Revenues	<u>\$ 443,008.05</u>	<u>\$ 1,700,000.00</u>	<u>1,256,991.95</u>	26.06
CTH Consumption Revenues				
CTH Consumption Revenues	\$ 0.00	\$ 0.00	0.00	0.00
CTH Debt Service Revenues	39,900.00	0.00	(39,900.00)	0.00
CTH Penalty and Interest	0.00	0.00	0.00	0.00
Total Century Townhomes	<u>39,900.00</u>	<u>0.00</u>	<u>(39,900.00)</u>	0.00
Other Revenue				
Penalty	77,015.83	170,000.00	92,984.17	45.30
Dye Test Fees - Plumber	(2,000.00)	0.00	2,000.00	0.00
Dye Test - Application Fees	900.00	6,500.00	5,600.00	13.85
Lien Letter Fees	1,335.00	4,700.00	3,365.00	28.40
NSF Fees	526.00	300.00	(226.00)	175.33
Posting Fees -Terminations \$20	18,030.00	62,500.00	44,470.00	28.85
Notice Fee - \$15	(35.00)	0.00	35.00	0.00
Miscellaneous Income	250.00	0.00	(250.00)	0.00
Interest Income	75.66	0.00	(75.66)	0.00
Investment Interest	0.02	0.00	(0.02)	0.00
Total Other Revenues	<u>96,097.51</u>	<u>244,000.00</u>	<u>147,902.49</u>	39.38
Total Revenues	<u>\$ 1,247,278.25</u>	<u>\$ 4,763,672.00</u>	<u>3,516,393.75</u>	26.18
Expenses				
Office Expenses	\$ 954.14	\$ 7,200.00	6,245.86	13.25
Billing Expense	17,834.61	80,500.00	62,665.39	22.15
Collection System Supplies	3,347.92	47,250.00	43,902.08	7.09
Equipment	380.95	51,200.00	50,819.05	0.74
Maintenance & Repair	4,582.22	45,950.00	41,367.78	9.97
Vehicle Expense	2,529.53	28,000.00	25,470.47	9.03
Utilities	12,438.27	49,800.00	37,361.73	24.98
Wages & Taxes	109,709.16	407,500.00	297,790.84	26.92
Employee Benefits	35,740.35	231,200.00	195,459.65	15.46
Conference & Memberships	1,281.49	11,700.00	10,418.51	10.95
Professional Services	30,628.54	158,000.00	127,371.46	19.39
Insurance	26,347.69	61,200.00	34,852.31	43.05
WWTP Treatment Charges	142,014.00	1,100,000.00	957,986.00	12.91
Total Operating Expenses	<u>387,788.87</u>	<u>2,279,500.00</u>	<u>1,891,711.13</u>	17.01
Total Debt Payments				
Debt Pmt City of Clairton	67,576.94	454,107.12	386,530.18	14.88

For Management Purposes Only

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

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Debt Pmt (full bond)	131,012.49	0.00	(131,012.49)	0.00
Debt Service Coverage - 10%	0.00	55,000.00	55,000.00	0.00
Debt Pmt WWTP Transfers	297,722.34	1,492,000.00	1,194,277.66	19.95
Interest Expense	47,042.25	0.00	(47,042.25)	0.00
Total Debt Payments	<u>543,354.02</u>	<u>2,001,107.12</u>	<u>1,457,753.10</u>	27.15
Total Expenses	<u>931,142.89</u>	<u>4,280,607.12</u>	<u>3,349,464.23</u>	21.75
Over/Under Budget	<u>\$ 316,135.36</u>	<u>\$ 483,064.88</u>	<u>166,929.52</u>	65.44

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

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Revenues				
Clairton Collecti/Debt Service	\$ 297,722.34	\$ 1,192,000.00	894,277.66	24.98
Jefferson Hills Debt Service	232,004.37	928,000.00	695,995.63	25.00
Petersan WWTP Debt Service	200,141.10	808,000.00	607,858.90	24.77
South Park Debt Service	36,075.96	145,000.00	108,924.04	24.88
Total Debt Service Revenues	765,943.77	3,073,000.00	2,307,056.23	24.92
Clairton Collec/Operation/Main	142,014.00	1,100,000.00	957,986.00	12.91
Jefferson Hills Operation/Main	143,126.00	1,075,000.00	931,874.00	13.31
Petersan Operation/Maint	218,116.00	1,125,000.00	906,884.00	19.39
South Park Operation/Maint	58,058.00	240,000.00	181,942.00	24.19
Total Consumption Revenues	561,314.00	3,540,000.00	2,978,686.00	15.86
Other Revenue				
Sludge Acceptance	37,599.65	200,000.00	162,400.35	18.80
Miscellaneous Income	216.68	0.00	(216.68)	0.00
Collection Office Rent	0.00	12,000.00	12,000.00	0.00
Interest Income	35,830.20	50,000.00	14,169.80	71.66
Investment Interest	36,238.55	50,000.00	13,761.45	72.48
Capacity Fees	16,989.00	50,000.00	33,011.00	33.98
Total Other Revenues	126,874.08	362,000.00	235,125.92	35.05
Total Revenues	\$ 1,454,131.85	\$ 6,975,000.00	5,520,868.15	20.85
Expenses				
Office Expenses	\$ 5,761.09	\$ 12,925.00	7,163.91	44.57
Treatment Supplies & Chemicals	60,138.55	156,700.00	96,561.45	38.38
Treatment Sludge Disposal	68,206.27	330,000.00	261,793.73	20.67
Flow Monitoring Data & Fees	60,926.51	161,000.00	100,073.49	37.84
Equipment	23,381.80	504,000.00	480,618.20	4.64
Maintenance & Repair	8,424.82	191,000.00	182,575.18	4.41
Vehicle Expense	4,557.85	19,500.00	14,942.15	23.37
Utilities	116,850.88	457,750.00	340,899.12	25.53
Wages & Taxes	236,360.02	848,960.00	612,599.98	27.84
Employee Benefits	99,747.84	445,200.00	345,452.16	22.41
Conference & Memberships	3,177.55	24,200.00	21,022.45	13.13
Professional Services	41,091.29	264,500.00	223,408.71	15.54
Insurance	275,573.31	82,312.00	(193,261.31)	334.79
Total Operating Expenses	1,004,197.78	3,498,047.00	2,493,849.22	28.71
Total Debt Payments				
Series B Bond Interest Expense	0.00	1,890,500.00	1,890,500.00	0.00
Debt Service Coverage - 10%	0.00	307,000.00	307,000.00	0.00
Total Debt Payments	0.00	2,197,500.00	2,197,500.00	0.00
Total Expenses	1,004,197.78	5,695,547.00	4,691,349.22	17.63
Over/Under Budget	\$ 449,934.07	\$ 1,279,453.00	829,518.93	35.17

For Management Purposes Only

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

	<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursemen ts</u>		<u>Ending Balance</u>
Operating Accounts							
10320-T FN-WWTP Depository	3,826,195.62	\$	255,188.42	\$	(535,068.20)	\$	3,546,315.84
10330-C FN-Collection Depository	2,613,780.24		699,640.18		(552,055.71)		2,761,364.71
10311-G FN-Payroll	20,741.91		92,134.17		(89,749.34)		23,126.74
10310-G FN-Disbursements	160,994.11		1,296,676.02		(1,292,615.49)		165,054.64
Reserved Accounts							
10331-C FN-Collection City Pmts	283,564.31		0.00		0.00		283,564.31
10322-T FN-OPEB	521,374.33		1,627.49		0.00		523,001.82
10321-T FN-WWTP Capacity & Capital Im	2,803,650.01		16,849.45		0.00		2,820,499.46
10333-C Collection Capital Improvement	1,216,357.24		0.00		0.00		1,216,357.24
10332-T WWTP Debt Coverage	82,120.11		256.33		0.00		82,376.44
Total FNB Accounts	<u>11,528,777.88</u>	\$	<u>2,362,372.06</u>	\$	<u>(2,469,488.74)</u>	\$	<u>11,421,661.20</u>
Trustee Accounts							
10200-C WF Series A - Construction	3.24	\$	0.01	\$	0.00	\$	3.25
10200-T WF - Series B - Construction	23.25		0.10		0.00		23.35
10220-T WF - Debt Service	1,283,348.63		303,124.46		0.00		1,586,473.09
10221-T WF - Debt Service Reserve	3,614,413.04		26,421.11		0.00		3,640,834.15
Total Trustee Accounts	<u>4,897,788.16</u>	\$	<u>329,545.68</u>	\$	<u>0.00</u>	\$	<u>5,227,333.84</u>
Grand Total	<u>16,426,566.04</u>	\$	<u>2,691,917.74</u>	\$	<u>(2,469,488.74)</u>	\$	<u>16,648,995.04</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

Sewer Receivables	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
Service									
ALLF1	Allegheny Housing Flat (Wylie)	\$ 9,982.00	\$ -	\$ 499.10	\$ -	\$ -	\$ -	\$ -	\$ (9,982.00)
ALLF2	Allegheny Housing Flat (Reed)	\$ 1,922.00	\$ -	\$ 96.10	\$ -	\$ -	\$ -	\$ -	\$ (1,922.00)
CNTRY	Century Town Homes Flat Rate	\$ 13,300.00	\$ -	\$ 660.00	\$ 5,744.83	\$ -	\$ -	\$ 13,200.00	\$ (13,410.00)
COLLE	Metered Sewer Collection	\$ 159,055.55	\$ (1,113.89)	\$ 3,518.93	\$ 6,047.65	\$ -	\$ -	\$ 8,136.36	\$ (139,210.84)
COMF	Commercial Sewer Flat Rate	\$ 15,012.59	\$ -	\$ 267.29	\$ 186.23	\$ -	\$ -	\$ -	\$ (14,097.08)
RESF	Residential Sewer Flat Rate	\$ 104,501.55	\$ (237.98)	\$ 2,145.80	\$ 7,531.75	\$ -	\$ -	\$ 214.71	\$ (94,655.22)
PRIOR	Prior Balances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0.08)
SSRF	School Sewer Flat Rate	\$ 2,268.00	\$ -	\$ 113.40	\$ 35.97	\$ -	\$ -	\$ -	\$ (6,715.45)
USSF	USS Sewer Flat Rate	\$ 88,846.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (88,846.00)
Billed Collection Flat usage Charge		\$ 16.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16.00)
Sewer Receivables Totals		\$ 394,903.69	\$ (1,351.87)	\$ 7,300.62	\$ 19,546.43	\$ -	\$ -	\$ 21,551.07	\$ (368,854.67)

Sewer Direct

Sewer Direct	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted Receipts	Receipts
Service									
NSF Fee	NSF Fee	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 5.75	\$ (200.00)
POST	Posting Fee - Shut Offs	\$ -	\$ 3,860.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,695.27)
TurnOff	Water Turn Off Fee	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (689.88)
TurnOn	Turn On Fee	\$ -	\$ 510.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (300.00)
NOTICE	10-Day Delinquent Notice	\$ -	\$ (35.00)	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ (15.00)
Bankruptcy Money off of account	Move money off of account balances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (25,286.88)
Dollar Energy Fund Discount	Dollar Energy Fund Discount CMA	\$ (574.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,629.88	\$ (25,286.88)
Sewer Direct Totals		\$ (574.00)	\$ 5,105.00	\$ -	\$ -	\$ -	\$ -	\$ 5,244.63	\$ (31,187.03)

Sewer Summary

Previous Ending Balance	\$2,993,362.40
Charges	\$394,329.69
Adjustments	\$3,753.13
Penalties	\$7,300.62
Interest	\$19,546.43
Discounts	\$0.00
Refunds	\$0.00
Adjusted Receipts	\$26,795.70
Receipts	-\$400,041.70
Current Balance	\$3,045,046.27

Total Receipts -\$375,246.00

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 March we sent out 209 10- day delinquent notices, 38 properties were posted for shutoff, and 21 accounts were sent over to the water company for shut off and 10 were shut off.

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

\$Energy Fund – In February, the fund processed 22 applications, approved 22. We received a total of \$2,661 from Dollar Energy.

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 18th, 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.

Office hours: Starting March 25th we have been open to the public daily. The April 2024 bills show our new hours.

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.

Motion to approve S&P Global credit rating agency fee of \$37,500.00 for rating needed to refinance Sewer Revenue Bonds A&B.

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo

S&P Global Ratings

April 4, 2024

Clairton Municipal Authority
1 North State Street
Clairton, PA 15025
Attention: Brian Melnichak, Finance Director

Re: *US\$6,390,000 Clairton Municipal Authority, Pennsylvania, Sewer Revenue Bonds, Series 2024A, dated:
Date of delivery, due: December 01, 2042, Public*
*US\$37,590,000 Clairton Municipal Authority, Pennsylvania, Sewer Revenue Bonds, Series 2024B, dated:
Date of delivery, due: December 01, 2034, Public*

Dear Brian Melnichak

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **\$37,500** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7 (a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Dawn Lemma at dawn.lemma-ende@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

By: 

Name: Kate Boatright

Title: Commercial Head of Public & Sovereign Finance - North America
dl

cc:

Watson Rosemary, Underwriting Coordinator
Piper Sandler & Co.

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("Appendix") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "Agreement") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data" and "joint controller" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced) ("GDPR") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "Services") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/assets/documents/ratings/ratings_soc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "Data Exporter" and S&P Global Ratings is the "Data Importer", and modified, if appropriate, by the UK Addendum; and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at https://www.spglobal.com/assets/documents/ratings/uk_addendum_for_client_agreements.pdf.

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Client Data to S&P Global Ratings for the Permitted Purpose.

including obtaining data subject consent where required by Applicable Data Protection Law.

4. Relationship of the parties: Except as may be specifically otherwise agreed, the parties acknowledge that you are a controller of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. Notifications: Where required by applicable law, each party ("Notifier") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. Use and Restrictions on Use: Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure or access to the Data.

8. International Transfer of Data:

8.1 This Clause 8 and the Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent that you are subject to Applicable Data Protection Law, the Standard Contractual Clauses shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law permits, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

9. Survival: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

Motion to approve the Bond Refinancing Resolution 04182024.

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo

RESOLUTION NUMBER 04182024 OF THE
CLAIRTON MUNICIPAL AUTHORITY
ADOPTED APRIL 18, 2024

WHEREAS, the Clairton Municipal Authority (the "Authority") is a body corporate and politic organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania, particularly the Municipality Authorities Act, as amended (53 Pa. C.S.A. § 5601 *et seq.*) (the "Act"); and

WHEREAS, the Authority is authorized by law, among other things, to acquire, hold, construct, improve, maintain and operate a wastewater treatment and disposal system and to borrow money, to make and issue negotiable bonds and to secure payment of such bonds or any part thereof by pledge or deed-of-trust of all or any of its receipts and revenues and to make such agreements with the purchasers or holders of such bonds or with others in connection with any such bonds, whether issued or to be issued, as the Authority shall, subject to the provisions of the Act, deem advisable; and

WHEREAS, the Authority has previously issued \$8,070,000, initial principal amount, of its Sewer Revenue Bonds, Series A of 2012 (the "2012A Bonds"), under a Trust Indenture dated as of August 9, 2012 (the "Original Indenture") between the Authority and Wells Fargo Bank, N.A., as trustee (the "Trustee") for the purpose of financing (1) the Acquisition Program (as defined in the Original Indenture); (2) capitalized interest on the 2012A Bonds; (3) a deposit to the debt service reserve fund; and (4) the costs of issuing the 2012A Bonds; and

WHEREAS, concurrent with the issuance of the 2012A Bonds, the Authority, pursuant to the Original Indenture, previously issued \$48,030,000, initial principal amount, of its Sewer Revenue Bonds, Series B of 2012 (the "2012B Bonds" and together with the 2012A Bonds, the "2012 Bonds") for the purpose of financing (1) the Expansion Program (as defined in the Original Indenture); (2) the current refunding of its Revenue Obligation Note, Series of 2010, issued in favor of PNC Bank, N.A.; (3) capitalized interest on the 2012B Bonds; (4) a deposit to the debt service reserve fund; and (5) the costs of issuing the 2012B Bonds; and

WHEREAS, the Authority has determined that it is in its best interest and the best interests of its customers to currently refund all or a portion of the 2012 Bonds in order to achieve debt service savings; and

WHEREAS, the Authority has determined that it would be advisable to issue its Sewer Revenue Bonds, Refunding Series A of 2024 (the "Series A Bonds") to finance (i) the current refunding of all or a portion of the outstanding 2012A Bonds, (ii) the funding of a deposit to the Debt Service Reserve Fund, if required, through either a cash deposit or the acquisition of a surety bond insurance policy, and (iii) the costs of issuing (and, if applicable, insuring) the Series A Bonds (collectively, the "Series A Project"); and

WHEREAS, the Authority has determined that it would be advisable to issue its Sewer Revenue Bonds, Refunding Series B of 2024 (the "Series B Bonds" and, together with the Series A Bonds, the "2024 Bonds") to finance (i) the current refunding of all or a portion of the outstanding 2012B Bonds, (ii) the funding of a deposit to the Debt Service Reserve Fund, if required, through either a cash deposit or the acquisition of a surety bond insurance policy, and (iii) the costs of issuing (and, if applicable, insuring) the Series B Bonds (collectively, the "Series B Project" and, together with the Series A Project, the "Project"); and

WHEREAS the Authority will issue the 2024 Bonds pursuant to the Original Indenture, as supplemented by a First Supplemental Trust Indenture (the "First Supplemental Indenture", and, together with the Original Indenture, the "Indenture"), from the Authority to the Trustee; and

WHEREAS, the Authority will negotiate a proposal (the "Bond Purchase Proposal") with Piper Sandler & Co. (the "Underwriter"), for the purchase of the 2024 Bonds; and

WHEREAS, the Authority wishes to authorize the execution and delivery of the Bond Purchase Proposal and to authorize the transactions described therein, including without limitation the execution and delivery by the Authority of the following instruments, agreements and documents (collectively, the "Bond Documents"): (a) the First Supplemental Indenture; (b) the form of the Series A Bond and the Series B Bond provided in the First Supplemental Indenture and conforming as to principal, interest and financial terms with the description thereof in the Bond Purchase Proposal; (c) the preliminary Official Statement (the "Preliminary Official Statement") in respect of the 2024 Bonds; (d) the final Official Statement (the "Official Statement") in respect of the 2024 Bonds; (e) the commitment for one or more policies of municipal bond insurance or debt service reserve fund municipal bond insurance (the "Bond Insurance Commitment"), if applicable, issued to the Authority by a municipal bond insurer acceptable to the Authority ("Bond Insurer"); and (f) such certificates and undertakings of the Authority to be provided to the Underwriter, the Trustee, the Bond Insurer and others related to the due execution and delivery of the Bond Documents, the undertaking to comply with certain laws, and other related matters.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CLAIRTON MUNICIPAL AUTHORITY, AS FOLLOWS:

Section 1 - Authorization of Bonds

The Authority does hereby authorize and direct, for the purpose of financing the costs of the Project, the issuance of its bonds designated "Clairton Municipal Authority, Sewer Revenue Bonds, Refunding Series A of 2024" and its bonds to be designated "Clairton Municipal Authority, Sewer Revenue Bonds, Refunding Series B of 2024" for sale and delivery to the Underwriter, according to the terms and conditions of the Bond Purchase Proposal, as approved by Chairman or Vice Chairman of the Authority and its solicitor. The 2024 Bonds will be issued pursuant to the First Supplemental Indenture, the form of which has been prepared in draft form and submitted to the Authority and its solicitor for their review. The 2024 Bonds, when issued, will be revenue obligations of the Authority, payable solely from the receipts and revenues of the Authority received from its operation of the Sewer System, as defined and described in the Indenture, and other funds pledged therefor. The 2024 Bonds are authorized to be insured, as to the payment of principal and interest, by the Bond Insurer, and if so insured, such Bond Insurer shall be selected pursuant to a request for proposals arranged by the Underwriter and named in the Bond Purchase Proposal, pursuant to all the terms and conditions of the Bond Insurance Commitment. The 2024 Bonds will be issued, sold and delivered for, and the proceeds thereof applied to, the Project.

The Authority hereby authorizes and directs the proper officers of the Authority to execute and/or attest the Bond Purchase Proposal and the Bond Documents. Further, the Authority does hereby authorize all other actions necessary for the achievement of the Project, including the taking of all actions necessary to effectuate the call for redemption of the 2012 Bonds to be so refunded.

The Authority hereby authorizes the sale of the 2024 Bonds to the Underwriter in accordance with the terms of an "acceptable" Bond Purchase Proposal. For this purpose, an "acceptable" Bond Purchase Proposal shall mean a contract or agreement: (i) compliant with prevailing industry standards and approved, as to form, by Bond Counsel and by the Authority's solicitor, executed and presented by the Underwriter, to

purchase and underwrite the 2024 Bonds at such interest rate or rates, at such a price, allowing for costs of issuance and upon such other conventional terms and conditions not detrimental to the interests of the Authority, as shall not exceed the aggregate principal amount of \$47,000,000 and produce net present value savings equal to at least ___[% of the par amount of 2012 Bonds being refunded].

The Authority hereby authorizes and directs the proper officers of the Authority to execute and/or attest the Bond Purchase Proposal (as provided hereinabove) and the Bond Documents. Further, the Authority does hereby authorize all other actions necessary for the achievement of the Project.

The preparation and distribution of the Preliminary Official Statement by the Underwriter is hereby approved. The Preliminary Official Statement shall be “deemed final”, as of its date, for purposes of SEC Rule 15c2-12, subject to the insertion of appropriate pricing and other changes to reflect the terms of the sale of the 2024 Bonds as provided in the Bond Purchase Proposal. Upon preparation of a final Official Statement, the Chairman or Vice-Chairman is hereby authorized and directed to execute the same with such changes therein from the preliminary document as may be necessary, and the Underwriter is authorized to use the Official Statement in connection with the sale of the 2024 Bonds.

The Authority hereby nominates and appoints the following persons, firms or corporations to their named respective duties in connection with the issuance, sale and delivery of the 2024 Bonds: Dinsmore & Shohl LLP - Bond Counsel; Tucker Arensberg, P.C. – Authority Solicitor; Piper Sandler & Co. - Underwriter; and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, N.A.) - Trustee.

The Authority hereby authorizes payment, from a clearing fund to be established pursuant to the Indenture, of all costs and expenses incurred in connection with the preparation, issuance and sale of the 2024 Bonds, as may be set forth in a settlement statement to be signed by any proper officer of the Authority.

No recourse under or upon any obligation, covenant or agreement made with respect to the 2024 Bonds may be had against any past, present or future member, officer or employee of the Authority or any successor of the Authority under any rule of law, statute or constitutional provision, it being expressly agreed and understood that all obligations relating to the 2024 Bonds are solely corporate obligations of the Authority and that no personal liability whatsoever will be attached to, or be incurred by, such members, officers or employees of the Authority or any successor of the Authority by reason of any obligation, covenant or agreement relating to the 2024 Bonds

The Chairman or Vice-Chairman and the Secretary or Assistant Secretary, or their respective successors, as before, are hereby authorized and directed to deliver the 2024 Bonds to the Trustee for authentication and thereafter to the Underwriter upon receipt of the purchase price therefor. The Trustee and its officers, as appropriate, are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the 2024 Bonds, to execute and deliver certificates, agreements and other documents and to do all other acts, upon the advice of counsel and/or request of the Underwriter, as required under, or reasonably contemplated by the Indenture, the 2024 Bonds or the Bond Purchase Proposal, or as may be reasonable and necessary to ensure a satisfactory settlement of the sale of the 2024 Bonds and a proper application of the proceeds to the Project, including the redemption of all or a portion of the 2012 Bonds.

Section 2 – Federal Tax Covenants

Compliance in General. The Authority hereby states its intention to comply with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code"); the Authority represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the 2024 Bonds to the Registered Owners thereof conferred by said Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

Not a Private Activity Bond. The Authority covenants that the 2024 Bonds are not an issue: (1)(a) more than 10 percent of the proceeds of which are to be used for any private business use, and (b) the payment of the principal of, or the interest on, more than 10 percent of the proceeds, directly or indirectly, is (x) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (y) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use; nor (2) the proceeds of which, in an amount exceeding the lesser of five percent of such proceeds, or \$5,000,000, are to be used to make or finance loans to persons other than governmental units.

Non-Arbitrage. The Authority covenants that no portion of the proceeds of the 2024 Bonds is reasonably expected (at the time of issuance of the 2024 Bonds) to be used, nor will intentionally be so used, directly or indirectly, (1) to acquire higher yielding investments, or (2) to replace funds which were used directly or indirectly to acquire higher yielding investments. This prohibition shall not apply to proceeds invested in higher yielding investments (a) for a reasonable temporary period until such proceeds are needed for the purpose of the 2024 Bonds, or (b) as a part of a reasonably required reserve or replacement fund. For these purposes, "higher yielding investment" means any investment property (generally, a security or debt obligation) which produces a yield over the term of the 2024 Bonds which is materially higher than the yield on the 2024 Bonds, but shall not include any tax-exempt bond.

Required Rebate. The Authority covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of: (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the 2024 Bonds; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment shall be taken into account]) to the United States in accordance with the provisions of Section 148(f) of the Tax Code and regulations thereunder, but only as and to the extent that none of the following exceptions apply to the Authority.

Exceptions. Rebate to the United States as described above shall not be required of the Authority if, and in the event that any one of the following exceptions applies: (i) **SIX MONTH SAFE HARBOR** -- the gross proceeds of the 2024 Bonds are expended for the Project by no later than the day which is six months after the date of issuance of the 2024 Bonds, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the 2024 Bonds, or \$100,000, are so expended by said date and such remaining portion is expended by no later than the day which is one year after the date of issuance of the 2024 Bonds; or (ii) **18-MONTH SPEND-DOWN** -- the following cumulative percentages of the gross and investment proceeds of the 2024 Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the 2024 Bonds; 15% -- six months; 60% -- one year; 100% -- eighteen months (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after eighteen months, but not in excess of

thirty months; or (iii) **TWO YEAR SPEND-DOWN (CONSTRUCTION ISSUES ONLY)** -- the following cumulative percentages of the gross and investment proceeds of the 2024 Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the 2024 Bonds: 10% -- six months; 45% -- one year; 75% -- eighteen months; 100% -- two years (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after two years, but not in excess of three years); or (iv) **SMALL ISSUER** -- (1) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund, if any) of the 2024 Bonds is to be used for local governmental activities of the Authority (or a subordinate entity), and (b) the aggregate face amount of all tax-exempt bonds, other than private activity bonds, issued by the Authority, and all subordinate entities thereof (but not including any Bond not outstanding or to be redeemed, as may be excluded under prevailing interpretations of the Tax Code and regulations thereunder), during the calendar year in which the 2024 Bonds are issued, is not reasonably expected to exceed \$5,000,000.

For these purposes, "gross proceeds" means any proceeds and replacement proceeds of the 2024 Bonds, "available construction proceeds" has the meaning used in §148(f)(4)(C)(vi) of the Tax Code, "sale proceeds" means all amounts actually or constructively received from the sale of the 2024 Bonds, except accrued interest on the 2024 Bonds deposited to the Sinking Fund or Debt Service Fund, and "nonpurpose investment" means any investment property acquired with the gross proceeds of the Bonds and not required to carry out the governmental purpose of the 2024 Bonds.

The Designated Officer is hereby authorized and directed to contract with Bond Counsel, at its customary, usual and reasonable schedule of fees, for its services in calculating required rebate payments and making necessary reports to and filings with the United States on a periodic basis as required by the Tax Code and the rulings and regulations thereunder.

Information Reporting. The Authority shall prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

Section 3 - Incidental Action

Each officer of the Authority is authorized and directed to do all things necessary and proper to give effect to the foregoing resolutions, to consummate the issuance of the 2024 Bonds and to comply with all laws relating to the performance by the Authority in connection with its obligations under the Bond Documents.

Section 4 - Open Meeting

The Board of the Authority hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting, and that all deliberations of the Board, and of its committees, if any, which resulted in formal action, were in meetings open to the public and pursuant to notice in compliance with applicable legal requirements.

Section 5 - Rescission of Inconsistent Resolutions; Effective Date

The Board of the Authority hereby rescinds the bond authorizing resolution adopted October 21, 2021. This Resolution will be effective immediately upon its adoption.

Duly adopted by the Board of the Clairton Municipal Authority, in lawful session assembled on April 18, 2024.

CLAIRTON MUNICIPAL AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

- New hires started April 10th, Matt Fischman and Keved White
- March 27th and 28th training with MMBR
- Blower motor failure.

March 27, 2024

Approximately at 7:20 a.m. Ray Powell, Operator, just down the blower so that he can decant the digester. He smelled something burning. He called the maintenance team to investigate. Ron Hodge opened up the back of the blower and noticed that the fan was melted away. After further investigation we noticed that the bearing was burnt also. I contacted Joe G., KLH, and Aerzen. I spoke with John Volkert and Evan Rutenbar. John was on site March 8, 2024 to investigate what happened after the first blower fire. While he was on site John and the CMA maintenance team went over and inspected blower 401. John said that everything looked to good condition and suggested that we have a thorough PM done by his staff and that would include vibration testing. Since March 8th I was in contact with Aerzen about setting up the preventative maintenance check and vibration study. I also asked for pricing on vibration sensors from them. I have not received a quote for the sensors and did not get a date from them for the PM visit.

Spoke with John Volkert 3-28-204 and he expressed his concern about this being a repeat problem with the blowers. Aerzen is sending out a representative to CMA on Monday April 1, 2024. Mike McCafferty from KLH will be on site with them to discuss the blower loss and look into if it can be a possible electrical problem. KLH will be on site April 4, 2024 to look further into the electrical components.

4-1-2024

Stanley from Aerzen in to check on the motor failure. It was found that no grounding ring or insulated bearing was put onto the motor, there seemed to be fluting on the race of the bearing. The ball bearing had flat spots and cracks on them. Stanley questioned the grease frequency of the bearings. Mike McCafferty and John from Bronder tested the electrical.

4-12-2024

Aerzen ordered replacement motor for 401. Blower will have thermal readings for the bearings, insulated non drive end bearing, aegis grounding ring on drive end. Also provisions for vibration sensors. Estimated 3-5 weeks for motor.

- DRV replaced VFD on Utility water pump #3. 4-11-24
- WTA, filter manufacture will be on site 4-16-2024, along with MMBR. They are coming to meet the staff and check out our plant.
- R.C. Systems was on site 4-9-2024 to get our gas detection system on line and working correctly. Also, training was provided to the new guys
- 4-8-2024 Crane 1 was on site to inspect our overhead cranes
- Met with Univar, John Schirra, to go over our site to get prepared for when we are ready to start receiving our new chemicals. We also received temporary registration for the chemical tanks from the DEP
- Brian and myself have been in contact with our insurance company Liberty Mutual about getting the replacement blower and cost estimates to the insurance company. I plan on ordering the new blower this week.

Motion to Hire Ryan Fischman for the position of Maintenance I/Laborer Uncertified at a rate based on the Union Contract.

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo

Motion to Hire Keved White for the position of Maintenance I/Laborer Uncertified at a rate based on the Union Contract.

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo

Motion to approve purchase of a new blower motor to replace damaged motor at a cost of \$49,435.00.

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo



AERZEN

Compressed air, gas
and vacuum solutions

Clairton Municipal Authority
1 N State St
CLAIRTON, PA 15025
USA

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

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



Quotation

Quote no. SEQ-24-001611/ 0
Date: 03/28/24
Quote Expiration date: 04/27/24
Salesperson: Evan Rutenbar
Salesperson: Marc Baillargeon

Payment Terms: Net 30 days
Shipment Terms: DOMESTIC SHIPMENTS
Shipping Agent: BEST WAY AERZEN SELECTS CARRIER

Your account no.: 21-06015
Phone number: +14122333246
Fax No.:
E-Mail: brianma@comcast.net

Serial No. 21-000278 Service Items SEI-019773

Item No.: 21-DH-152S-300, Package, Delta Hybrid (REPLACEMENT PACKAGE), DN300

Pos.	Item No.	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	2000032698	7	each	148.26	1,037.82
	V-belt				
	183775000	1	each	1,702.47	1,702.47
	V-belt pulley				
	165693000	1	each	405.51	405.51
	Taperlock bush				
	21-MTR-WG2-300DD305	1	each	38,391.46	38,391.46
	Electric Motor				
		1		5,100.00	5,100.00
	Flat Rate Labor + Travel				

Total USD Excl. TAX	46,637.26
Tax Amount	2,798.24
Total USD Incl. TAX	49,435.50

Bank USD Payments - ACH/Wire
Routing JP Morgan Chase
Account No 021000021
SWIFT 350056393
Remittance email CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-24-001611/ 0

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Ship-to Address:
Clairton Municipal Authority
1 N State St
CLAIRTON, PA 15025
USA

For questions on this order, please contact your Regional Service Coordinator.

Best regards,

Marc Ballargeon

Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com

Motion to approve the purchase of a replacement blower for the blower that was destroyed in the fire on 3/1/2024. The cost of the replacement Aerzen Delta Hybrid Blower is estimated to be \$202,160.00.

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

AERZEN Reference Number: ENV-482996.0

1-Mar-24

Re: Clairton Municipal Authority

To: Ryan Potts Firm - Clairton Municipal Authority email - cmasuper@clairtonmunicipalauthority.org phone - 412-589-1566
AERZEN Representative Info: Name - Mike Perone of PumpMan e-mail - mperone@pumpmanpittsburgh.com phone - (412) 855-5855

AERZEN Proposal Prepared By: Name - Evan Rutenbar email - evan.rutenbar@aerzen.com phone - (281) 906 5824
AERZEN Regional Manager: Name - Evan Rutenbar e-mail - evan.rutenbar@aerzen.com phone - (281) 906 5824

Hybrid**Model: D 152 S DN 300****Performance Data:**

		Design	MIn	
Intake volume, handled at intake condition	cfm	4,568	1,740	
Volume handled at normal condition (dry) per ASME	scfm	4,001	1,524	
Mass flow	lb/h	18,514	7,055	
Density at inlet conditions	lb/cf	0.068	0.068	
Relative humidity	Φ	80%	80%	
Inlet pressure (abs.)	psia	14.30	14.30	
Discharge pressure (abs.)	psia	26.3	26.3	
Pressure difference	psig	12.0	12.0	
Intake temperature	°F	100	100	
Discharge temperature	°F	241	255	
Power consumption at coupling	bHP	251	105	
Motor Rating	HP	300		
Motor Speed	rpm	3570	1586	
Motor frame		449TS		
Tolerance on flow & power	± 5 %			
Sound pressure level w/o enclosure	dB(A)	111		*Measured in free field at 3ft. distance from the outline of the unit
Sound pressure level w/ enclosure	dB(A)	84		*does not include system piping noise (tol. ± 2 dB(A)).

Weights & Dimensions:

Discharge connection	ANSI Flange	12"
Blower torso weight	lbs.	6,620
Blower motor weight	lbs.	2,545
Blower pkg weight	lbs.	9,165
Envelope dim.*	L x W x H in.	112 x 83 x 93
460 VAC Cooling Fan	kW	1
AERtronic	kW	0.2

* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN****D 152 S DN 300**

Aerzen Delta Hybrid Blower Package consists of the following components, assembled in our factory.

Aerzen Rotary Lobe Compressor D Series

- Narrow V-belt drive
- V-belt drive guard
- First fill of Delta Lube 06 oil
- Service Accessories
- Inlet filter-silencer, G4 per EN 779 (equivalent to MERV 7)
- Discharge Silencer, Reactive type, integrated with base frame
- Spring loaded pressure relief valve(s), sized for full flow
- Set of vibration isolating mounts
- Discharge manifold with externally accessible integrated check valve
- Hinged motor support as automatic belt tensioning device
- Sound enclosure, powder-coated galvanized steel, fire retardant HDP foam construction
- 12" ANSI Flanged discharge connection
- Simplified ISO-1217, Annex B test report(s)
- Submittal data, hard copy
- O&M manual, hard copy
- Factory set relief valve
- Blower Warranty 24/30
- Domestic packaging

Drive motor

- Motor 300 HP, 2-pole, NEMA, TEFC, 460 V / 60 Hz, NEMA Premium Efficiency, 449TS
- Motor thermostats, one per phase @ 155 deg C
- Insulated drive-end motor bearing
- Motor shaft grounding ring
- Motor Warranty 3-Yr Motor

Instrumentation and Controls

- AERtronic Controls local control panel
- Ethernet IP communication protocol
- 460V Supply Power
- E-stop button

Spare Parts (per unit)

- Set of 1 spare air filter(s)
- Set of 1 spare belt set(s)
- Set of 1 spare oil filter(s)
- Set of 2 Delta Lube 06 - 5 gallon(s)

Start Up & Services

- 1 trip(s), 1 day(s) total installation, startup, & training

Freight

- Estimated Freight to jobsite

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



AERZEN

Pricing

Aerzen COSTARS NO: 016-E24-355

Quantity: 1

Description		Price Total
1	Quantity (1) Aerzen Hybrid package as described above	\$202,160

Price does not include any tax or VAT.

Delivery Terms: CIP Aerzen USA Coatesville, PA

General Terms: This offer is subject to Aerzen Standard Terms and Conditions (AMUSA.08.22.001)

Payment Terms: Net 30 days, 20% of order value with approved submittals. 75% of order value at shipment. 5% of order value upon startup.

Submittals: 4-6 weeks after receipt of purchase order

Delivery Time: presently approximately 6 weeks after technical release by customer.

Warranty: 24 months after start up, 30 months after delivery, whichever comes first.

*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

Quote Validity: All prices and lead times quoted are valid for 30 days from the date stated on the quotation.

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



AERZEN

Aerzen USA Corp Terms and Conditions of Sale New Equipment Packages

AERZEN USA CORP (hereinafter called "Seller") agrees to sell equipment (hereinafter called the "Goods") to the Purchaser (hereinafter called the "Buyer") on the following terms and conditions of sale. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing by an officer of Seller or such other authorized signatory of Seller as designated in writing by Seller.

The terms and conditions as set forth herein and our quotation or as modified by written agreement shall constitute the entire agreement (hereinafter called the "Agreement") between Seller and Buyer. A failure by either party to enforce any rights under this Agreement shall not be deemed to constitute a waiver of those or any other rights under this Agreement. These Terms and Conditions of Sale shall be deemed accepted by Buyer upon Seller's receipt of Purchase Order from Buyer. No condition stated by Buyer shall be binding upon Seller if in conflict with, inconsistent with, or in addition to the Terms and Conditions of Sale, unless expressly accepted in a writing signed by Seller. In the event of conflict or differences in the terms or conditions of Buyer's Purchase Order and the Terms and Conditions of Sale herein, the Terms and Conditions of Sale shall govern.

1. **ORDERS:** All orders are subject to acceptance and approval by Seller's credit department and are not binding until and unless so approved and accepted. Written acknowledgement of an order shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Seller.
2. **PRICES AND PAYMENTS:** All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for thirty days unless written communication is received by Seller prior to such time. Seller reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Seller's opinion, the Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the Agreement. Unless expressly agreed to in writing on a specific contract or order, pending satisfactory credit review, Seller standard payment terms are: (a) For orders under \$100,000 the payment terms shall be Net 30 days from date of shipment, with no retainage held. (b) For orders over \$100,000 the following terms shall apply, assuming satisfactory credit review: 20% of order value from date of accepted purchase order, 30% of order value upon release for production for material procurement, 50% of order value at readiness to ship. (c) All invoices are to be paid Net 30 days. (d) In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule. (e) Payment retention will not be allowed. In the instance where an invoice is disputed, all undisputed portions remain payable within Net 30 days terms. (f) Interest at the rate of one and one-half percent (1 1/2%) per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Seller for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due.
3. **TAXES:** The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods, and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Seller and Buyer (plus interest and penalties thereon, if any) shall be paid by the Buyer in addition to the prices quoted and invoiced. In the event that Seller is required to pay any such taxes, Buyer shall reimburse Seller on demand. At the time of an order, Buyer shall provide Seller with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.
4. **LIABILITY:** Seller's liability with respect to the Goods sold hereunder shall be limited to the warranty provided in Section 10 of these Terms and Conditions and shall be limited to the contract price. In no event shall Seller be liable for special, indirect, incidental, consequential or punitive damages, or expenses incurred by Buyer, Buyer's customers or any third party, whether arising from breach of contract, warranty, negligence, strict liability in tort or other theories of law or equity, including, but not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss.
5. **SHIPPING OR SERVICE DATE:** Shipping or service dates are estimates and not a guarantee of a particular day of shipment or service. Seller shall not be liable in any way for any default or delay in shipping or service due to contingencies beyond its control which prevent or interfere with Seller making delivery or providing service on the date specified, including, but not limited to, war, restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, terrorism, accidents, floods, droughts, cyber-attacks, and any other contingency affecting Seller, its suppliers, or subcontractors; and Seller shall have the right to cancel a contract of sale or to extend the shipping or service date in the event that one or more of such contingencies prevents or delays shipment or service.
6. **DELIVERY:**
 - a. **Title and Risk of Loss:** All products will be delivered EXW Aerzen, Coatesville, PA unless otherwise agreed by both parties in writing. In no event shall Seller be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Seller.
 - b. **Acceptance of Products:** Buyer shall inspect all products promptly upon receipt. All claims by Buyer, except only those provided for under Warranty clauses, which are not asserted in writing by Buyer within five (5) days of receipt are waived.
 - c. **Delays by Buyer:** In the event that Goods cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Seller, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges, and any taxes shall be payable by Buyer; and (vi) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of Goods to the originally agreed point of delivery.
 - d. **Delays in Inspection:** In the event that Goods cannot be shipped to Buyer when ready due to delay of Buyer's in-person inspection, upon notice to Buyer, such delay shall constitute a waiver of Buyer's rights of in-person inspection and rejection and an acceptance by Buyer of an inspection report, as determined and compiled at Seller's sole discretion. Such acceptance shall be in addition to the remedies for Delays by Buyer outlined herein.
 - e. **Partial Shipment:** Partial shipment of an order will not be made without Buyer's knowledge or consent. In the event a complete shipment cannot be made by the required date, Buyer will be promptly notified. If partial shipment with Buyer's approval is made, excess freight charges, if any, will be billed to the Buyer.
7. **CANCELLATION, POSTPONEMENT OR CHANGE ORDERS:** Orders are not subject to Buyer's cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Seller's written consent and then only upon agreement to compensate Seller for any or all losses caused by such cancellation, postponement, or changes. Cancellation charges of between twenty percent (20%) and one hundred percent (100%) of the total price of the contract will be invoiced, as determined at Seller's sole discretion, depending on the status of completion plus Seller's non-recoverable costs attributed to the Buyer's order. If Seller's manufacturing is delayed or postponed by Buyer, Seller shall be entitled to an equitable price adjustment. If Buyer delay extends for more than ninety (90) days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Seller may terminate the order whereupon Buyer shall promptly pay Seller its cancellation charges as described herein. Seller may terminate the Agreement without liability to Buyer if (i) Buyer shall materially breach any of the terms and conditions of this Agreement and shall fail to cure such material breach within five (5) days after written notice from Seller; or (ii) Buyer shall become insolvent; or (iii) a petition under the Bankruptcy Act or any other insolvency law shall be filed by or against Buyer; or (iv) Buyer shall make assignment for the benefit of creditors; or (v) Buyer shall fail to make timely payment of any obligation owed by it to Seller; or (vi) in the event Seller reasonably believes that Buyer is unable to make full and prompt payment as required hereunder.

Buyer agrees that it shall, no later than thirty (30) days following the effective date of termination of this Agreement, pay all monies owed to Seller at the time of any such termination regardless of any terms of payment that may have otherwise been granted to Buyer by Seller. Seller shall not be bound by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation or reimbursement of any damages on account of loss of profits or prospective profits on anticipated sales, or on commitments in connection with the business or goodwill of Buyer or otherwise or for direct, indirect, punitive, special, consequential, or liquidated damages.

8. **LIMITED WARRANTY:** Unless otherwise stated in Seller's quotation, Seller warrants the products and parts that it manufactures will be free from defect in materials and workmanship for twenty-four (24) months from the date of start-up, but not to exceed thirty (30) months from the date of readiness to ship. Performance warranties (if any) are limited to those specifically included in Seller's proposal and identified as such. Goods (including accessories, components, and parts thereof) furnished by Seller but manufactured by others is not warranted by Seller and such Goods shall carry the warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to the Buyer. Seller shall, upon prompt written notice by the Buyer, correct such non-conformities, at Seller's option, by either repair or replacement. All such defective Goods shall follow the RMA policy set forth in clause 10, and be sent at Buyer's expense directly to Seller's headquarters located at 108 Independence Way, Coatesville, PA, USA, 19320 or an Authorized Service Center. Shipment of repaired or replacement Goods will be at Seller's expense. Seller warrants any Goods repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of

AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



AERZEN

ninety (90) days after the start-up of such repaired or replaced Goods or (b) the period remaining on the warranty.

Goods must be maintained per Seller's Operations and Maintenance manual, including proper maintenance documentation, for the warranty to remain valid.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY SELLER, EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE CONSIDERED TO BE A WARRANTY BY SELLER FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SELLER WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY CONTRACT RESULTING OR ARISING FROM OR OTHERWISE EVIDENCED BY THIS AGREEMENT. Failure to notify Seller in writing within five (5) days of discovery of any unsatisfactory operation, improper maintenance or installation shall terminate this Warranty. The above warranties do not apply to products which are (a) repaired, modified or altered by any party other than Seller or Seller's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation, improper grounding, improper maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, improper storage, transportation or handling, or (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE PRICE OF THE NONCONFORMING GOODS.

9. NONCONFORMING GOODS: Any rejection of nonconforming Goods must be made by the Buyer within five (5) days of delivery and Buyer must give written notice to Seller within that period. Such notice shall contain a description of the alleged non-conformity. Upon receipt of such notification, Seller will arrange for the return of the Goods, at Seller's expense, and upon confirmation of the nonconformity, Seller, at Seller's expense, will ship conforming Goods to Buyer.

10. RETURNS AND REPAIRS: When Goods are returned for repair, the Buyer must contact Seller's customer support department for shipping instructions and a Return Material Authorization (RMA). Buyer must ship product in original packaging or equivalent, with the RMA clearly marked on the outside of the package, freight prepaid. Seller shall not be responsible for any damage occurring in transit or obligated to accept products returned without RMA. Buyer bears all risk of loss or damage to the returned product until delivery at Seller's designated facility. Any return shipment received by Seller without an RMA or whose contents are not received in their original condition, may be reshipped by Seller freight collect to Buyer. The RMA supersedes any implied return authorization whether oral or in writing that does not include an RMA.

11. RETURNS FOR CREDIT: No returns for credit will be accepted unless Seller's written permission has been obtained in each case in advance, pursuant to clause 10.

12. APPLICABLE LAWS: This Agreement and the respective rights and obligations of the Buyer and Seller with regard hereto shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

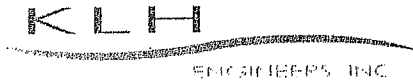
13. NOTICE: Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be sent to Aerzen USA, 108 Independence Way, Coatesville, PA, 19320

14. ASSIGNMENT: Neither party may assign or transfer this Agreement without the prior written consent of the other party.

15. CONFIDENTIAL INFORMATION: Any design specifications, manufacturing drawings, technical data or other information or materials submitted to Buyer and identified by Seller as confidential are and shall remain the exclusive property of Seller. Buyer agrees to treat such information as confidential and shall not reproduce or disclose such information without the express prior written consent of Seller.

16. WAIVER OF SUBROGATION: Buyer agrees to waive any and all subrogation rights towards Seller.

17. DATA USE: The Goods may include data monitoring services. The data received by Seller may be used by Seller and certain third-party distributors and contractors for the sole purposes of increasing overall customer service and determining claims of warrantability. Seller will use commercially reasonable efforts to ensure that Buyer's data is kept confidential. Buyer may request discontinuance of data monitoring service at any time, subject to waiver of all and any remaining warranties.



CLAIRTON MUNICIPAL AUTHORITY

Consulting Engineer's Report

April 18, 2024

ACTIVE ITEMS

Phase II Upgrade Project

The construction progress meeting was held on April 9, 2024. The Upstream Committee meeting was canceled.

Wayne Crouse submitted their Pay Application No. 22, in the amount of \$879,994.28 for payment. This pay application includes painting, chemical storage tank installation, MBR equipment procurement, and piping installation. KLH has reviewed, and we recommend Board approval for submission to PENNVEST for payment.

Bronder submitted their Pay Application No. 19, in the amount of \$127,800. This pay application includes installation of conduit/wire, control panels, and heat trace. KLH has reviewed, and we recommend Board approval for submission to PENNVEST.

Medium Voltage Switchgear Monitoring System

Estimated cost for purchase, installation, and SCADA upgrades required for this system is \$55,211, as of February 23, 2024. This cost includes:

1. Eaton Power Monitoring System (software and services) = \$48,500
2. Bronder (conduit and wire installation) = \$4,423
3. KLH (SCADA monitoring upgrade) = \$2,288

DuPeron Perforated Plate Screen Replacement

JWC Screen No. 1 was started up on January 24, 2024. This screen has been running without issue. Screen No. 2 testing was completed, and JWC was able to demonstrate removal efficiency of greater than 98% (greater than 90% was the target). Screen No. 2 startup was completed on March 13, 2024. **Screen No. 2 is running without issue, however its washer/compactor has a throughput issue which JWC is working to resolve.** Screen No. 2 removal efficiency testing still needs to be completed by JWC.

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.

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 will proceed with design for the project upon Authority approval.**

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.

Consulting Engineer's Annual Report

KLH prepared the Consulting Engineer's Annual Report as required for the Bond. Recommendations from this report include:

1. Continue WWTP Phase II Construction
2. Proceed with Golden Gate Phase II Project
3. Continue to pursue funding for the Dry Run Sanitary Sewer Replacement Project
4. Continue to address emergency sanitary and storm sewer issues.

Respectfully Submitted,



Joseph M. Gianvito, P.E.

Motion to approve Pay Application 22 to Wayne Crouse, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$879,994.38 for submission to PennVest.

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 #: 479-22

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

Project: 479- Clairton Wastewater Upgrades
 Phase 2

Application No.: 22

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

Via Architect: KLH Engineers

Period To: 3/31/2024

Project Res: 2019-01

Distribution to:
 Owner
 Architect
 Contractor

Contract For: Clairton WWTP Upgrades Phase 2

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum \$28,494,006.00
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 \$21,641,828.88
5. Retainage:
 - a. 3.31% of Completed Work \$1,906,831.58
 - b. 0.00% of Stored Material \$0.00
 - Total Retainage \$1,906,831.58
6. Total Earned Less Retainage \$19,734,997.30
7. Less Previous Certificates For Payments \$18,855,003.02
8. Current Payment Due \$879,994.28
9. Balance To Finish, Plus Retainage \$8,941,872.70

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: James Barry Date: 3/27/2024

State of: Pennsylvania County of: Allegheny
 Subscribed and sworn to before me this 27th day of March, 2024
 Notary Public: Lynne K. Baran
 My Commission expires: June 20, 2025

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

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on the CONTRIBUTION SHEET DATED 10/08/2023 comprising the above application, the Architect-certified Wayne Crouse, Inc. Notaries 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 \$879,994.28

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

ARCHITECT
[Signature] Date: 04-01-2024

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.

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Invoice #: 479-22 Contract: 479- Clairton Wastewater Upgrades Phase 2

Application No.: 22
 Application Date: 03/27/24
 To: 03/31/24
 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 (D+E+F)	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	33,000.00
10	Mobilization - Paltotha	183,750.00	183,750.00		0.00	0.00	183,750.00	100.00%	0.00	9,187.50
15	Bond	183,175.00	183,175.00		0.00	0.00	183,175.00	100.00%	0.00	18,317.50
20	Insurance	39,270.00	39,270.00		0.00	0.00	39,270.00	100.00%	0.00	3,927.00
25	Field Offices	75,000.00	45,750.00	1,500.00	0.00	0.00	47,250.00	63.00%	27,750.00	4,725.00
30	Supervision	300,000.00	207,000.00	9,000.00	0.00	0.00	216,000.00	72.00%	84,000.00	21,600.00
35	Scheduling	20,000.00	11,000.00	2,000.00	0.00	0.00	13,000.00	65.00%	7,000.00	1,300.00
40	Photos	21,800.00	10,900.00	0.00	0.00	0.00	10,900.00	50.00%	10,900.00	1,090.00
45	Temporary Toilets	15,600.00	6,552.00	488.00	0.00	0.00	7,020.00	45.00%	8,580.00	702.00
50	Storage Building	35,840.00	35,840.00	0.00	0.00	0.00	35,840.00	100.00%	0.00	3,584.00
55	As-Builts/O&M's	10,000.00	0.00	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	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	0.00
70	Sludge Holding Tank Dewatering Pumps	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	1,000.00
75	Chem Feed Pump Skids	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	100.00%	0.00	750.00
80	Clarifier Equipment	123,300.00	123,300.00	0.00	0.00	0.00	123,300.00	100.00%	0.00	12,330.00
85	Hyperbolic Mixers	74,000.00	74,000.00	0.00	0.00	0.00	74,000.00	100.00%	0.00	7,400.00
90	Chemical Storage Tanks	24,900.00	24,900.00	0.00	0.00	0.00	24,900.00	100.00%	0.00	2,490.00
95	Membrane Bioreactor Equipment (MMBR)	239,800.00	239,800.00	0.00	0.00	0.00	239,800.00	100.00%	0.00	23,980.00
100	Membrane Units	256,500.00	256,500.00	0.00	0.00	0.00	256,500.00	100.00%	0.00	25,650.00
105	Cranes and Hoists	96,500.00	96,500.00	0.00	0.00	0.00	96,500.00	100.00%	0.00	9,650.00
110	FRP Troughs, Vairs, & Battles	63,600.00	63,600.00	0.00	0.00	0.00	63,600.00	100.00%	0.00	6,360.00
115	Miscellaneous Shop Drawings	30,000.00	28,500.00	0.00	0.00	0.00	28,500.00	95.00%	1,500.00	2,850.00
120	SITE WORK	0.00	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	0.00	97,755.00	98.00%	1,995.00	4,887.75
130	Clearing & Grubbing	12,600.00	12,600.00	0.00	0.00	0.00	12,600.00	100.00%	0.00	630.00
135	Topsoil & Site Grading	68,250.00	68,250.00	0.00	0.00	0.00	68,250.00	100.00%	0.00	6,825.00
140	Aggregate Walkways	36,750.00	36,750.00	0.00	0.00	0.00	36,750.00	100.00%	0.00	3,675.00
145	Concrete Sidewalks	47,250.00	47,250.00	0.00	0.00	0.00	47,250.00	100.00%	0.00	4,725.00
150	Pipe Excavation & Backfill	210,000.00	191,100.00	0.00	0.00	0.00	191,100.00	91.00%	18,900.00	9,555.00
155	Filter Socks and Inlet Bags	15,750.00	14,175.00	0.00	0.00	0.00	14,175.00	90.00%	1,575.00	708.75
160	Shoring	131,250.00	128,625.00	0.00	0.00	0.00	128,625.00	98.00%	2,625.00	6,431.25

CONTINUATION SHEET

Application and Certification for Payment containing

Contractor's signed certification is attached.

In Tabulations below, amounts are stated to the nearest dollar.
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Invoice #: 479-22 Contract: 479- Clairton Wastewater Upgrades Phase 2

Application No.: 22
 Application Date: 03/27/24
 To: 03/31/24
 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 <small>(Not in D or E)</small>	G Total Completed and Stored To Date <small>(D+E+F)</small>	H % (G / C)	I Balance To Finish <small>(C-G)</small>	J Retainage
			From Previous Application <small>(D+E)</small>	In Place						
325	Effluent Water Cascade	378,000.00	378,000.00	0.00	0.00	0.00	378,000.00	100.00%	0.00	18,900.00
330	Clarifier Splitter Box	155,400.00	155,400.00	0.00	0.00	0.00	155,400.00	100.00%	0.00	7,770.00
335	Headworks Building Curb	23,100.00	23,100.00	0.00	0.00	0.00	23,100.00	100.00%	0.00	1,155.00
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	28,350.00
350	Rebar Installation	630,000.00	529,200.00	0.00	0.00	0.00	529,200.00	84.00%	100,800.00	26,460.00
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	4,200.00
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	5,320.00
370	Miscellaneous Metals	678,250.00	305,212.50	0.00	0.00	0.00	305,212.50	45.00%	373,037.50	30,521.25
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	167,589.00	100,553.40	0.00	0.00	268,142.40	72.00%	104,277.60	26,814.24
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: Installation	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%	0.00	11,000.00
400	SH Tank Dewatering Pumps - Installation	12,875.00	0.00	0.00	0.00	0.00	0.00	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	10,680.00
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	670.00
415	Clarifiers - Material	151,000.00	135,900.00	0.00	0.00	0.00	135,900.00	90.00%	15,100.00	13,590.00
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	22,540.00
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	26,100.00
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	22,410.00
445	Chemical Storage Tanks - Installation	60,530.00	45,397.50	12,106.00	0.00	0.00	57,503.50	95.00%	3,026.50	5,750.35
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	73,027.50
460	Procurement	60,400.00	42,280.00	18,120.00	0.00	0.00	60,400.00	100.00%	0.00	6,040.00
465	IOM Manuals	52,200.00	52,200.00	0.00	0.00	0.00	52,200.00	100.00%	0.00	5,220.00
470	Control System Programming	55,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	55,000.00	0.00

CONTINUATION SHEET

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

Application No. : 22
 Application Date : 03/27/24
 To: 03/31/24
 Architect's Project No.: 2019-01

Invoice #: 479-22 Contract: 479- Clairton Wastewater Upgrades Phase 2

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (G-G)	J Retainage
			From Previous Application (D+E)	This Period						
475	Installation QC, Mech Check & Training	52,000.00	0.00	26,000.00	0.00	0.00	26,000.00	50.00%	26,000.00	2,600.00
480	Startup	140,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	140,000.00	0.00
485	MMBR Equipment	3,664,085.00	2,894,627.15	109,922.55	0.00	0.00	3,004,549.70	82.00%	659,535.30	300,454.99
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	69,790.00
495	Membranes	3,275,600.00	2,161,896.00	393,072.00	0.00	0.00	2,554,968.00	78.00%	720,632.00	255,496.80
500	MBR System - Installation	948,600.00	379,440.00	0.00	0.00	0.00	379,440.00	40.00%	569,160.00	37,944.00
505	Composite Sampler	11,200.00	0.00	11,200.00	0.00	0.00	11,200.00	100.00%	0.00	1,120.00
510	Cranes And Hoists	253,500.00	27,885.00	0.00	0.00	0.00	27,885.00	11.00%	225,615.00	2,788.50
515	Sluice & Slide Gates - Material	163,800.00	163,800.00	0.00	0.00	0.00	163,800.00	100.00%	0.00	16,380.00
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	5,083.20
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	Grt	3,610.00	3,610.00	0.00	0.00	0.00	3,610.00	100.00%	0.00	361.00
540	Drains	19,980.00	19,980.00	0.00	0.00	0.00	19,980.00	100.00%	0.00	1,998.00
545	Sodium Hydroxide	7,755.00	7,755.00	0.00	0.00	0.00	7,755.00	100.00%	0.00	775.51
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	2,653.51
560	Influent	944,180.00	708,135.00	0.00	0.00	0.00	708,135.00	75.00%	236,045.00	70,813.50
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	97,831.35
570	Waste Activated Sludge	126,960.00	38,088.00	0.00	0.00	0.00	38,088.00	30.00%	88,872.00	3,808.80
575	Future Influent	53,290.00	53,290.00	0.00	0.00	0.00	53,290.00	100.00%	0.00	5,829.00
580	Sludge Relocation	6,520.00	6,520.00	0.00	0.00	0.00	6,520.00	100.00%	0.00	652.00
585	Effluent Water Relocation	2,230.00	2,230.00	0.00	0.00	0.00	2,230.00	100.00%	0.00	223.00
590	Blower Air	808,280.00	606,210.00	0.00	0.00	0.00	606,210.00	75.00%	202,070.00	60,621.00
595	Permeate	911,970.00	638,379.00	91,197.00	0.00	0.00	729,576.00	80.00%	182,394.00	72,957.60
600	Sump Discharge	6,060.00	1,515.00	1,515.00	0.00	0.00	3,030.00	50.00%	3,030.00	303.00
605	Air Exhaust	5,700.00	5,130.00	0.00	0.00	0.00	5,130.00	90.00%	570.00	513.00
610	Effluent Water	15,130.00	3,782.50	3,782.50	0.00	0.00	7,565.00	50.00%	7,565.00	756.50
615	Chloric Acid System	22,600.00	16,950.00	2,260.00	0.00	0.00	19,210.00	85.00%	3,390.00	1,921.00
620	Sodium Hypochlorite	22,450.00	11,225.00	7,857.50	0.00	0.00	19,082.50	85.00%	3,367.50	1,908.25
625	Potable Water	4,150.00	0.00	2,075.00	0.00	0.00	2,075.00	50.00%	2,075.00	207.50
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

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 #: 479-22 Contract: 479- Clairton Wastewater Upgrades Phase 2

Application No.: 22
 Application Date: 03/27/24
 To: 03/31/24
 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 (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	(D+E)						
165	Bulk Excavation & Stone Base	105,000.00	92,400.00		0.00	0.00	92,400.00	88.00%	12,600.00	4,620.00
170	Backfill Around Concrete Structures	113,400.00	111,132.00		0.00	0.00	111,132.00	98.00%	2,268.00	5,556.60
175	Stone Base For Asphalt	52,500.00	0.00		0.00	0.00	0.00	0.00%	52,500.00	0.00
180	Paving	148,500.00	0.00		0.00	0.00	0.00	0.00%	148,500.00	0.00
185	Seeding	15,750.00	0.00		0.00	0.00	0.00	0.00%	15,750.00	0.00
190	Fencing	10,600.00	0.00		0.00	0.00	0.00	0.00%	10,600.00	0.00
195	Concrete Demolition & Saw Cutting	472,500.00	401,625.00		0.00	0.00	401,625.00	85.00%	70,875.00	20,081.25
200	Handrail Removal	26,250.00	16,537.50		0.00	0.00	16,537.50	63.00%	9,712.50	826.87
205	Grating removal	26,250.00	15,750.00		0.00	0.00	15,750.00	60.00%	10,500.00	787.50
210	Mechanical Demolition	150,100.00	97,565.00		0.00	0.00	97,565.00	65.00%	52,535.00	9,756.50
215	Temporary Pumping	29,300.00	24,905.00		0.00	0.00	24,905.00	85.00%	4,395.00	2,490.50
220	Storm Sewer & Inlets	47,250.00	0.00		0.00	0.00	0.00	0.00%	47,250.00	0.00
225	Manholes	65,300.00	62,035.00		0.00	0.00	62,035.00	95.00%	3,265.00	6,203.50
230	Drains	72,500.00	68,875.00		0.00	0.00	68,875.00	95.00%	3,625.00	6,887.50
235	Waste Activated Sludge	9,530.00	9,053.50		0.00	0.00	9,053.50	95.00%	476.50	905.35
240	Effluent Water	11,580.00	8,685.00		0.00	0.00	8,685.00	75.00%	2,895.00	868.50
245	Plant Effluent	131,390.00	111,681.50		0.00	0.00	111,681.50	85.00%	19,708.50	11,168.15
250	Clarifier Effluent	230,020.00	126,511.00		0.00	0.00	126,511.00	55.00%	103,509.00	12,651.10
255	Future	41,265.00	41,265.00		0.00	0.00	41,265.00	100.00%	0.00	4,126.52
260	Headworks Drain	4,680.00	4,680.00		0.00	0.00	4,680.00	100.00%	0.00	468.00
265	CCT Discharge	105,310.00	33,699.20		0.00	0.00	33,699.20	32.00%	71,610.80	3,369.92
270	CONCRETE	0.00	0.00		0.00	0.00	0.00	0.00%	0.00	0.00
275	MBR Tanks	1,575,000.00	1,023,750.00		0.00	0.00	1,023,750.00	65.00%	551,250.00	51,187.50
280	MBR Splitter Box	194,250.00	194,250.00		0.00	0.00	194,250.00	100.00%	0.00	9,712.50
285	Vault 1	52,500.00	52,500.00		0.00	0.00	52,500.00	100.00%	0.00	2,625.00
290	Vault 2	94,500.00	94,500.00		0.00	0.00	94,500.00	100.00%	0.00	4,725.00
295	Vault 3	94,500.00	94,500.00		0.00	0.00	94,500.00	100.00%	0.00	4,725.00
300	Vault 4	52,500.00	52,500.00		0.00	0.00	52,500.00	100.00%	0.00	2,625.00
305	Waste Sludge Vault	42,000.00	42,000.00		0.00	0.00	42,000.00	100.00%	0.00	2,100.00
310	Equipment Pads	52,500.00	52,500.00		0.00	0.00	52,500.00	100.00%	0.00	2,625.00
315	Blower Pad & Footings	147,000.00	147,000.00		0.00	0.00	147,000.00	100.00%	0.00	7,350.00
320	Effluent Water Storage Tank	435,750.00	435,750.00		0.00	0.00	435,750.00	100.00%	0.00	21,787.50

CONTINUATION SHEET

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

Invoice #: 479-22 Contract: 479- Charlton Wastewater Upgrades Phase 2

Application No.: 22
 Application Date: 03/27/24
 To: 03/31/24
 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 (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)							
635	Drains	24,580.00	24,580.00	0.00	0.00	0.00	24,580.00	100.00%	0.00	2,458.00
640	Permeate	325,320.00	309,054.00	16,266.00	0.00	0.00	325,320.00	100.00%	0.00	32,532.00
645	Effluent Sample Piping	21,850.00	4,370.00	13,110.00	0.00	0.00	17,480.00	80.00%	4,370.00	1,748.00
650	Sample Piping	3,875.00	0.00	3,100.00	0.00	0.00	3,100.00	80.00%	775.00	310.00
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	0.00	0.00	0.00	0.00	0.00	0.00%	215,432.00	0.00
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	402,654.00	100,863.50	0.00	0.00	503,317.50	75.00%	167,772.50	50,331.75
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	1,122.50
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	82,628.00	41,314.00	0.00	0.00	123,942.00	60.00%	82,628.00	12,394.20
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	1,305.70
732	Unforeseen conditions	80,676.02	0.00	0.00	0.00	0.00	0.00	0.00%	80,676.02	0.00
733	Retouring anoxic basin	37,300.00	0.00	0.00	0.00	0.00	0.00	0.00%	37,300.00	0.00
734	Weir wall infill	72,050.00	39,627.50	0.00	0.00	0.00	39,627.50	55.00%	32,422.50	1,981.37
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	0.00
736	Eyewash Stations	6,713.98	0.00	0.00	0.00	0.00	0.00	0.00%	6,713.98	0.00
740	CO 1 Escalation	174,920.00	174,920.00	0.00	0.00	0.00	174,920.00	100.00%	0.00	0.00
750	CO 2 Additional Permeate Vent Piping	7,950.00	0.00	0.00	0.00	0.00	0.00	0.00%	7,950.00	0.00
Grand Totals		28,676,870.00	20,664,057.45	977,771.43	0.00	0.00	21,641,828.88	75.47%	7,035,041.12	1,906,531.58

AFFIDAVIT OF PAYMENT

AND

RELEASE OF LIENS

TO:

Clairton Municipal Authority

1 North State Street

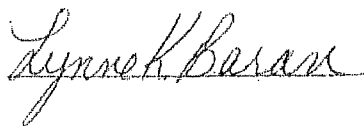
Clairton, PA 15025

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

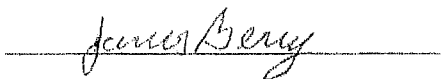
I hereby deliver to the OWNER, a complete release of all liens arising out of this Contract for unpaid material and labor, or other costs.

ATTEST:

CONTRACTOR: Wayne Crouse, Inc.



Lynne K. Baran



By James Berry

Title Controller

Commonwealth of Pennsylvania)

) SS:

County of _____)

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

Sworn to and subscribed before me this _____ day and _____, 20____.

Notary Public

My Commission Expires: 6/20/2025

Commonwealth of Pennsylvania)

) SS:

County of Allegheny)

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

James Berry
James Berry

Sworn to and subscribed before me this 27th day of March, 2024.

Lynne K. Baran

Notary Public

My Commission Expires: 6/20/2025

Commonwealth of Pennsylvania - Notary Seal
Lynne K. Baran, Notary Public
Allegheny County
My commission expires June 20, 2025
Commission number 1008429

Member, Pennsylvania Association of Notaries

MMBR Systems, LLC
2305 Donley Dr Ste 114
Austin, TX 78758 US
512-806-8830
marvin.leyba@mmbrrsystems.com



MMBR SYSTEMS
DELIVER, OPTIMIZE, SUPPORT

INVOICE

BILL TO
WAYNE CROUSE, INC
3370 STAFFORD STREET
PITTSBURGH, PA 15204

SHIP TO
WAYNE CROUSE, INC

INVOICE # 1806
DATE 03/31/2024
DUE DATE 04/30/2024
TERMS Net 30

APPROVED BY CUSTOMER
FRED VOGT

PROJECT NAME/NUMBER
WCI PO 479-1001 CLAIRTON

SALES TAX STATUS
RESALE CERT ON FILE

DESCRIPTION	AMOUNT
CLAIRTON COMPLETED SERVICES AND DELIVERED EQUIPMENT:	184,057.95

- 100% PROCUREMENT SERVICES
- 50% INSTALLATION QC, MECHANICAL & TRAINING
- 25% FABRICATION EQUIPMENT DELIVERED IN LATE DECEMBER 2023

ATTACHED ARE THE SUPPLIER INVOICES.

N/A	SUBTOTAL	184,057.95
Remit Payment Checks to:	TAX	0.00
MMBR Systems, LLC	TOTAL	184,057.95
2305 Donley Drive, Suite 114	BALANCE DUE	\$184,057.95
Austin, Texas 78758		

Other payment options are available upon request: ACH/ Direct Deposit, International wire transfer.

Handwritten: 4/5/24

Austin Waterjet, Inc.

8510 Lava Hill Road
 Austin, TX 78744
 512-243-9000
 www.waterjetcutting.com

Invoice

Date	Invoice #
11/9/2023	45599

Bill To
Microdyn MBR Systems, LLC 2305 Donley Drive, Suite 114 Austin, Texas 78758

Ship To
Microdyn MBR Systems, LLC 2305 Donley Drive, Suite 114 Austin, TX 78758

PO#	Terms	Ship Via	AWJ SO #	SO Item #	Pack Slip #	
PO00501	Due on re...	N/A	43260	N/A	N/A	
Description			UOM	Qty	Unit Price	Amount
MILESTONE DEPOSIT REQUIRED AND IS DUE UPON RECEIPT OF THIS INVOICE FOR SALES ORDER #43260, PO00501. THIS ORDER IS (4) PHASES. 1/2 OF 25% OF THE ORDER= \$38,258.00 (Delivery 2 deposit)			EACH	1	38,258.00	38,258.00
Tax Cert on File CALIFORNIA RESALE 10/20/2020			Sales Tax (0.00)		\$0.00	
<i>It's been a pleasure working with you!</i>			Total		\$38,258.00	

Balance Due	\$38,258.00
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Austin Waterjet, Inc.

8510 Lava Hill Road
 Austin, TX 78744
 512-243-9000
 www.waterjetcutting.com

Invoice

Date	Invoice #
12/21/2023	45788

Bill To
Microdyn MBR Systems, LLC 2305 Donley Drive, Suite 114 Austin, Texas 78758

Ship To
Microdyn MBR Systems, LLC 2305 Donley Drive, Suite 114 Austin, TX 78758

PO#	Terms	Ship Via	AWJ SO #	SO Item #	Pack Slip #	
PO00501	Net 30	Cust Sched PU	43260	#2,14,26,...	PS45825	
Description			UOM	Qty	Unit Price	Amount
150422PA1-101 REV A			EACH	4	1,697.15	6,788.60
150422PA1-102 REV A			EACH	4	2,631.37	10,525.48
150422PA1-103 REV A			EACH	4	2,452.91	9,811.64
150422PA1-104 REV A			EACH	4	2,410.21	9,640.84
150422PA1-105 REV B			EACH	36	308.53	11,107.08
150422PA1-106 REV B			EACH	36	308.53	11,107.08
150422PA1-108 REV B			EACH	48	14.46	694.08
M410-2021 REV A			EACH	36	291.40	10,490.40
CREDIT APPLIED FROM BALANCE OF MILESTONE PAYMENT MADE ON INVOICE 45599.			EACH	1	-35,082.60	-35,082.60
CURRENT INVOICE #45788, SUBTOTAL: \$70,165.20 MINUS CREDIT \$35,082.60.						
Tax Cert on File CALIFORNIA RESALE 10/20/2020			Sales Tax (0.00)		\$0.00	
<i>It's been a pleasure working with you!</i>			Total		\$35,082.60	

Balance Due	\$35,082.60
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Austin Waterjet, Inc.

8510 Lava Hill Road
 Austin, TX 78744
 512-243-9000
 www.waterjetcutting.com

Invoice

Date	Invoice #
12/19/2023	45786

Bill To
Microdyn MBR Systems, LLC 2305 Donley Drive, Suite 114 Austin, Texas 78758

Ship To
Wayne Crouse Inc. 1 N. State St. Clairton, PA 15025 Attn: Eric Bricket 412-292-5525

PO#	Terms	Ship Via	AWJ SO #	SO Item #	Pack Slip #	
PO00501	Net 30	Cust Sched PU	43260	#62, 86	PS45812	
Description			UOM	Qty	Unit Price	Amount
150422OA1-107 REV B			EACH	192	16.97	3,258.24
150422PA1-110 REV A			EACH	72	14.55	1,047.60
CREDIT APPLIED FROM MILESTONE PAYMENT MADE ON INVOICE 45599 & 45698			EACH	1	-2,152.92	-2,152.92
CURRENT INVOICE #45786, SUBTOTAL: \$4,305.84 MINUS CREDIT \$2,152.92.						
Tax Cert on File CALIFORNIA RESALE 10/20/2020			Sales Tax (0.00)		\$0.00	
<i>It's been a pleasure working with you!</i>			Total		\$2,152.92	

Balance Due	\$2,152.92
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Austin Waterjet, Inc.

8510 Lava Hill Road
 Austin, TX 78744
 512-243-9000
 www.waterjetcutting.com

Invoice

Date	Invoice #
11/9/2023	45622

Bill To
Microdyn MBR Systems, LLC 2305 Donley Drive, Suite 114 Austin, Texas 78758

Ship To
Microdyn MBR Systems, LLC 2305 Donley Drive, Suite 114 Austin, TX 78758

PO#	Terms	Ship Via	AWJ SO #	SO Item #	Pack Slip #	
PO00501	Net 30	SAIA	43260	#69,70,7...	PS45636	
Description			UOM	Qty	Unit Price	Amount
150422PA1-109 REV A			EACH	40	24.70	988.00
150422PA1-109 REV A			EACH	40	24.70	988.00
M410-885 REV A			EACH	72	14.68	1,056.96
M410-885 REV A			EACH	72	14.68	1,056.96
Freight or Delivery Charge: SHIPPED VIA SAIA 11/09/2023			LOT	1	501.63	501.63
CREDIT APPLIED FROM MILESTONE PAYMENT MADE ON INVOICE 45493.			EACH	1	-2,044.96	-2,044.96
CURRENT INVOICE #45622, SUBTOTAL BEFORE SHIPPING: \$4,089.92 MINUS CREDIT \$2,044.96.						
Tax Cert on File CALIFORNIA RESALE 10/20/2020			Sales Tax (0.00)		\$0.00	
<i>It's been a pleasure working with you!</i>			Total		\$2,546.59	

Balance Due	\$2,546.59
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WTA UNISOL GmbH - Fritz-Bohmann-Str. 1 - 99887 Gotha
 Firma
 Wayne Crouse, Inc.
 3370 Stafford Street
 Pittsburgh, PA 15204
 USA

Proforma Invoice	
Project No.	T200241
Event No.	737
Reference No.	2024-00024
Date	25.03.2024
Customer No.	D000143
Project manager	
Official in charge	Anny Grabe
Phone	+493621 7377 920
E-Mail	a.grabe@wta-unisol.com
Please state the project and document number in correspondence and bank transfer	

Shipping method	Forwarder	VAT No.	DE314168339
Terms of delivery	Ex Work Gotha	Tax No.	156/122/02254
Reference		Foreign tax No.	
customer contact		Your VAT No.	
p.o. number			

Pos.	Item No.	Description	Delivery	Quantity	Price	Total
1	M12501100	MYTB-000000-0501100 membrane material: UF/ PES MYTEX Membrane Block with 52 m2 Membrane Area Customs tariff number: 84212100 Country of Origin: DE	25.03.2024	152 pcs	1.564,66	237.828,32
2	HC99999999	Additional Parts for Module H5L6-135840-2501100 Customs tariff number: 84212100 Country of Origin: DE Set of steel frames, steel parts, PVC piping, tube diffuser	25.03.2024	10 pcs	5.643,96	105.335,24
					Subtotal US\$	343.163,56
plus VAT					0,00 %	343.163,56 0,00
					Total US\$	343.163,56

Tax-free export consignment according to section §4 Nr. 1a in conjunction with § 6 USIG

payment terms

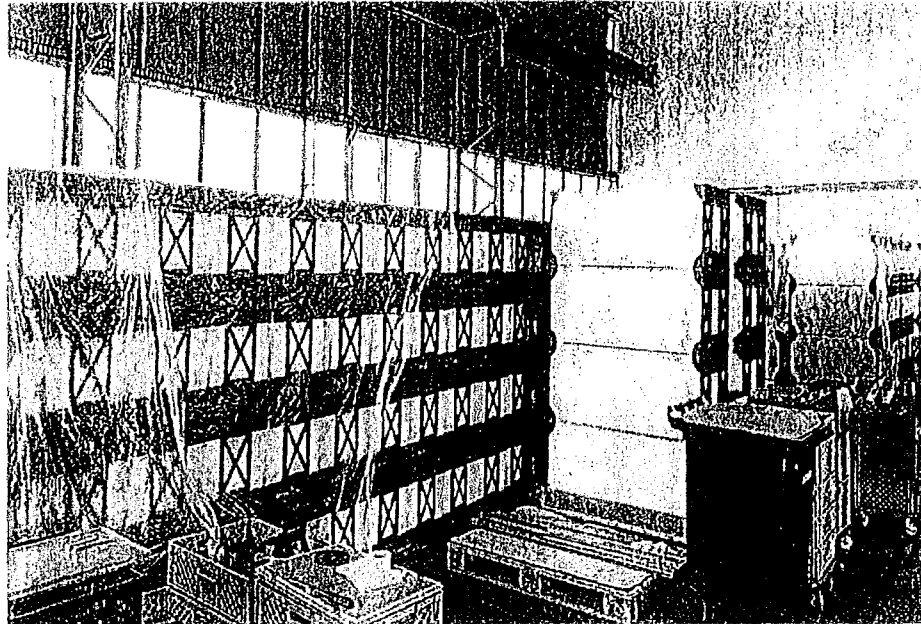
45Days without discount 343.163,56USD

Item # 495

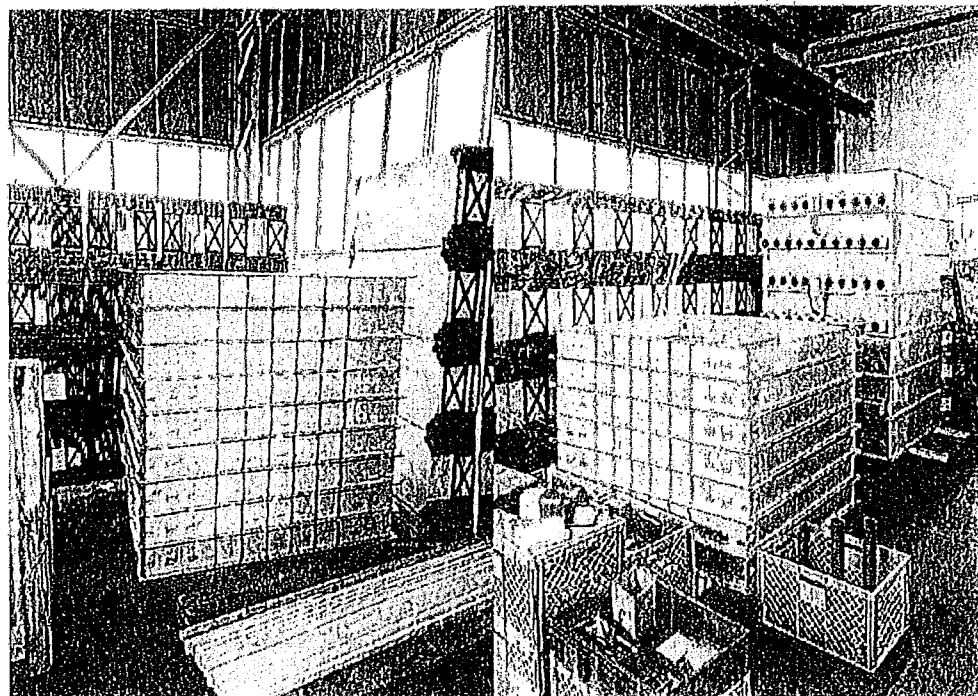
Photo documentation 8. Down payment invoice

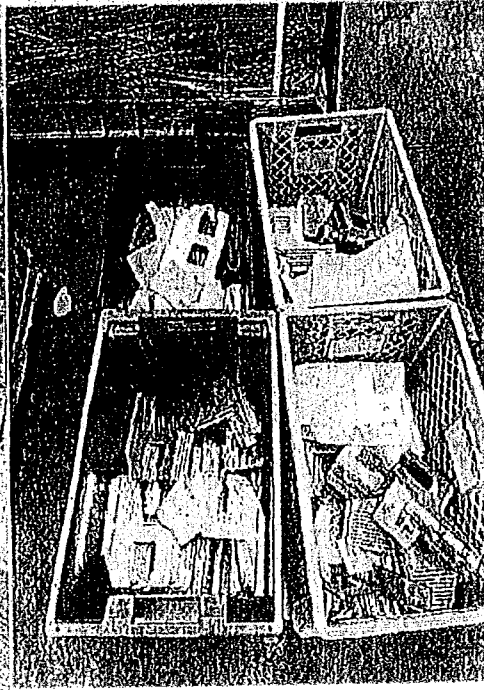
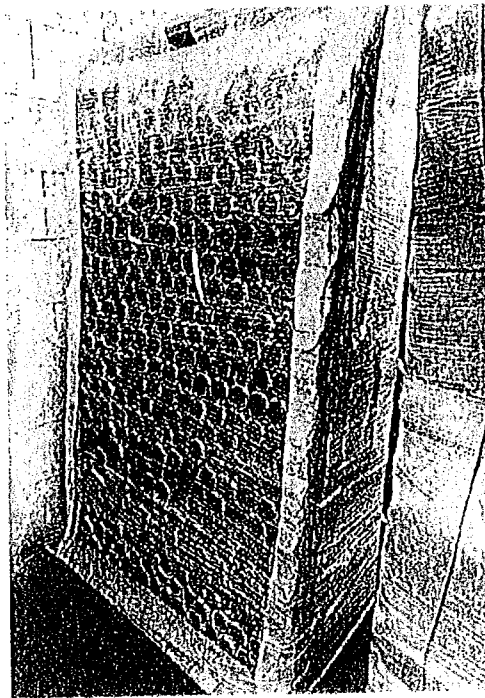
MYTB-000000-0501100: 152 pc

External storage of 19 pallets, each pallet with 8 MTYBs, taken March 20th, 2024



External storage of steel frames+ steel parts + piping etc: Sets for 21 complete membrane units





HACH COMPANY



Be Right™

Headquarters
 P. O. Box 389
 5600 Lindbergh Drive
 Loveland, CO 80539-0389
 Web Site: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 Email: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
 Phone: 800-227-4224
 Fax: 970-461-3939
 Email: export@hach.com

P.O. Number 479-1069
 Order Number 320873773
 Ordered Date 12-MAR-24
 Payment Terms Net 30
 Currency USD
 Freight Terms Prepay And Bill Customer
 Ship Method RPS-RPS**FedEx- -Ground
 Total Cartons Shipped 2

Customer Ref: 479 Clairton WW Upg PH2 /

Customer Number 811577
 Order Contact CARA FULTON
 Phone 4127715176
 Fax
 E-Mail cfulton@waynecrouse.com

Bill-To	Ship-To	Deliver-To
732124 WAYNE GROUSE INC. 3370 STAFFORD ST PITTSBURGH,PA,15204-1442 /United States	2260283 WAYNE GROUSE INC. 1 N STATE ST CLAIRTON,PA,15025 /United States	

Ln#	Item No	Description	Shipped Quantity	Back-ordered Quantity	Ship Date	Tracking Number
1.1	9494600	I/O MODULE, IO9004 COO: United States Unit price includes 20.00% discount	1	0	25-MAR-24	8181414220
2.1	6494	CONTAINER, 5.5 GAL/21L, POLY, W/CAP COO: United States Unit price includes 20.00% discount	1	0	15-MAR-24	272197672532
3.1	9504700	CABLE, USB, A TO A, 6.5FT/2M COO: United States Unit price includes 20.00% discount	1	0	25-MAR-24	8181414220
6.1	ASA.NXXX2111XX	AS950 AWRS, 115V W/HTR, NC, 5.5GAL POLY COO: United States Serial Number: 240820504990 Unit price includes 20.00% discount	1	0	25-MAR-24	8181414220

ITEM 1305

Merchandise Total: \$11,320.00
 Motor Freight \$300.00
 Total: \$11,620.00

Notes:

THIS IS NOT AN INVOICE. INVOICES WILL BE SENT SEPARATELY OR CAN BE VIEWED ONLINE AT <https://www.hach.com/order-lookup-view.jsa> OR BY LOGGING INTO YOUR ACCOUNT.

PURCHASE AND ACCEPTANCE OF PRODUCT(S) SUBJECT TO HACH COMPANY'S TERMS & CONDITIONS OF SALE, PUBLISHED ON HACH COMPANY'S WEBSITE AT www.hach.com/terms.

Shipping and/or handling charges are applicable only if routed through carriers and/or forwarders selected by Hach Company. Additional charges may be added for certain heavy/large items shipping to US Destinations. Some States require tax to be applied to freight charges. The freight tax will be added at time of invoice.

Please obtain an SDS from <https://sds.hach.com/private/search.aspx>

NO DELIVERY AFTER 2PM. PLEASE CALL 412-771-5176 AT LEAST 48 HOURS PRIOR TO DELIVERY



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # U557783
Invoice Date 3/26/24
Account # 264134
Sales Rep BENTLEYVILLE HOUSE 1
Phone # 724-239-2063
Branch #288 Bentleyville, PA
Total Amount Due \$90,548.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

WAYNE CROUSE COMPANY 000/0000
3370 STAFFORD ST 00000
PITTSBURGH PA 15204-1442

Shipped To:
C/O SEWAGE PLANT
1 N STATE STREET
CLAIRTON, PA

CUSTOMER JOB- CLAIRTO CLAIRTON WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 3/18/24 Date Shipped 3/25/24 Customer PO # SEE BELOW Job Name CLAIRTON WWTP Job # CLAIRTO Bill of Lading Shipped Via CORE & MAIN LP Invoice# U557783

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- CLAIRTON - E. BRICKETT						
/20017204716	7056-9416 TEE 30X8 DI FE C110	4	4		17726.00000	EA	70,904.00
21T309M	30 MJ 90 C153 USA	2	2		3622.00000	EA	19,644.00
21AMF8301130	30 EBAA MEGALUG MJ DI 1130 RST F/DI PIPE , BLACK	4	4		N/C	EA	
21AMG130	30" MJ REGULAR GASKET F/DI	4	4		N/C	EA	
21AMB11060C111	1X6 T-HEAD B&N C111 HIGH STRENGTH LOW ALLOY ANSI/AWWA C111/A21.11	80	80		N/C	EA	

Item # 690

Freight	Delivery	Handling	Restock	Misc	Subtotal:	90,548.00
					Other:	.00
					Tax:	.00
Terms: NET 25TH PROX					Invoice Total:	\$90,548.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://landc.coreandmain.com/>

Motion to approve Pay Application 19 to Bronder Technical Services, Inc. for Contract 2019-01 REBID WWTP Upgrades Phase 2 in the Amount of \$127,800.00 for submission to PennVest.

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 5127-23825

APPLICATION NO: 19
 PERIOD TO: 3/31/2024

FROM (CONTRACTOR): Bronder 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 Rev'd

DISTRIBUTION
 TO:
 - OWNER
 - ARCHITECT
 - CONTRACTOR

CONTRACT FOR: WWTP Upgrade Ph 2 Electrical

CONTRACT DATE: 5/26/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 4,154,555.00
 - 2. Net Change by Change Orders \$ 203,113.71
 - 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,357,668.71
 - 4. TOTAL COMPLETED AND STORED TO DATE \$ 3,457,804.56
 - 5. RETAINAGE:
 - a. 10.00 % of Completed Work \$ 345,780.46
 - b. 0.00 % of Stored Material \$ 0.00
- Total retainage (Line 5a + 5b) \$ 345,780.46
- 6. TOTAL EARNED LESS RETAINAGE \$ 3,112,024.10
 (Line 4 less Line 5 Total)
 - 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 2,984,224.10
 - 8. CURRENT PAYMENT DUE \$ 127,800.00
 - 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 1,245,644.61

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

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: Bronder Technical Services
 990 W. Old Route 422 Prospect, PA 15052

My commission expires March 5, 2026
 Commission number 1328274

By:  Frederick S. McMullen / Director Operations

Date: 3/28/24

State of PA
 County of BUTLER

Subscribed and Sworn to before me this 28 Day of March 20 24

Notary Public:  Day of March 20 24


My Commission Expires: 03/05/2026

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 \$ 127,800.00

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

ARCHITECT: 

Date: 04/01/2024

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

PROJECT: CLAIRTON WWTP UPGRADE PH 2
C-5127
Invoice 5127-23825

APPLICATION NO: 19
PERIOD TO: 3/31/2024

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
1	Mobilization	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00	0.00	20,000.00
2	Insurance/Bonds	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	3,900.00
3	B&O Tax	48,520.00	35,653.81	0.00	0.00	35,653.81	73.48	12,866.19	3,565.38
4	Electrical Permit	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	1,000.00
5	Demolition	20,000.00	13,500.00	0.00	0.00	13,500.00	67.50	6,500.00	1,350.00
6	Temporary	24,000.00	21,600.00	0.00	0.00	21,600.00	90.00	2,400.00	2,160.00
7	Demobilization	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
8	As Builts	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
9	O/M Manuals	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
10	Allowance	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
11	Temp. Generator	10,000.00	8,000.00	0.00	0.00	8,000.00	80.00	2,000.00	800.00
12	Civil Work	84,200.00	70,500.00	0.00	0.00	70,500.00	83.73	13,700.00	7,050.00
13	Fiber	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
14	Housekeeping Pad	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00	0.00	950.00
15	Coordination Study	6,000.00	2,500.00	0.00	0.00	2,500.00	41.67	3,500.00	250.00
16	Main Switch Board	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	11,000.00
17	Capacitor	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	4,000.00
18	Motor Control Center	140,000.00	136,000.00	2,000.00	0.00	138,000.00	98.57	2,000.00	13,800.00
19	Panelboard	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	100.00
20	Transformer	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	250.00
21	Pad Transformer	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00	0.00	16,000.00

AAA Type Document
Application and Certification for Payment

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

PROJECT: CLAIRTON WWTP UPGRADE PH 2
C-5127
Invoice 5127-23825

APPLICATION NO: 19
PERIOD TO: 3/31/2024

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	10,500.00
23	Metric Switches	50,000.00	29,000.00	4,000.00	0.00	33,000.00	66.00	17,000.00	3,300.00
24	Transformer Pad	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	300.00
25	Variable Freq. Drives	650,000.00	646,500.00	0.00	0.00	646,500.00	99.46	3,500.00	64,650.00
26	PVC Conduit	169,530.00	131,000.00	0.00	0.00	131,000.00	82.12	28,530.00	13,100.00
27	Aluminum Conduit	715,000.00	593,000.00	18,000.00	0.00	611,000.00	85.45	104,000.00	61,100.00
28	Wire/Cable	750,000.00	424,525.00	60,000.00	0.00	484,525.00	64.60	265,475.00	48,452.50
29	Equipment Racks	143,800.00	124,850.00	4,000.00	0.00	128,850.00	89.60	14,950.00	12,885.00
30	Boxes	40,000.00	35,000.00	0.00	0.00	35,000.00	87.50	5,000.00	3,500.00
31	Wiring Devices	14,505.00	6,175.75	0.00	0.00	6,175.75	42.58	8,329.25	617.58
32	Lighting	250,000.00	77,500.00	10,000.00	0.00	87,500.00	35.00	162,500.00	8,750.00
33	Heat Trace	16,000.00	0.00	10,000.00	0.00	10,000.00	62.50	6,000.00	1,000.00
34	Instrumentation	130,000.00	40,500.00	10,000.00	0.00	50,500.00	38.85	79,500.00	5,050.00
35	Control Panels	40,000.00	20,000.00	10,000.00	0.00	30,000.00	75.00	10,000.00	3,000.00
36	Lighting Pole Foundations	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00
37	Conduit/Cable Tags	30,000.00	10,000.00	7,000.00	0.00	17,000.00	56.67	13,000.00	1,700.00
38	Equipment Connections	30,000.00	10,000.00	7,000.00	0.00	17,000.00	56.67	13,000.00	1,700.00
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	200,000.00	0.00	0.00	200,000.00	98.47	3,113.71	20,000.00
REPORT TOTALS		\$4,357,668.71	\$3,315,804.56	\$142,000.00	\$0.00	\$3,457,804.56	79.36	\$899,864.15	\$345,780.46

Motion to approve the resolution of the People's Natural Gas issue over the instillation of the gas lines to the Headworks Building.

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo

Motion to Adjourn

Motion By: _____

Seconded By: _____

Yes

No

Roll Call

Brian Koontz

Lawrence Wulf

John Verlich

Doug Ozvath

John Vitullo
