

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

February 15, 2022

Meeting called to order at 6:35 PM by Doug Ozvath.

Executive Session was held from 5:00 P.M. until 6:35 PM to discuss personnel and litigation.

	Present	Absent
<u>Roll Call</u>		
Lawrence Wulf	X	_____
Kevin Johnson	X	_____
Donald Nevills	X	_____
John Vitullo	X	_____
Doug Ozvath	X	_____

Administration/Professional

- Ryan Potts, Superintendent
- Jim Hannan, P.E., Finance Director
- John Mowry, KLH Engineers
- Allison Genard, Campbell Durrant, P. C. , Solicitor

Citizens Comments:

None:

John Vitullo moved, and Lawrence Wulf seconded the motion to approve the minutes from the January 20, 2022, Board Meeting. The motion carried 5-0.

John Vitullo moved, and Kevin Johnson seconded the motion to approve the paying of the bills from January 20, 2022 to February 15, 2022. The motion carried 5-0.

John Vitullo moved, and Don Nevills seconded the motion to approve the Year-to-Date Income Statements for Treatment and Collections. The motion carried 5-0.

Don Nevills moved, and John Vitullo seconded the motion to approve Collection System Billing Summary. The motion carried 5-0.

Don Nevills moved, and John Vitullo seconded the motion to approve the agreement with Pennsylvania American Water Company to furnish information that will permit the Clairton Municipal Authority (CMA)

to compute and bill its customers the charges for sanitary service that have been established by the CMA. The motion carried 5-0.

John Vitullo moved, and Don Nevills seconded the motion to award the contract to repair the gate damaged in the December 21, 2021 accident to Allegheny Fence Construction Company, Inc. in the amount of \$18,490. This was the lowest of three quotes received. Other quotes were: Redrock Fence Company of White Oak, Pa at \$25,975.00 and Estherlee Fence Company of North Lima, Ohio at \$26,350.00. The motion carried 5-0.

John Vitullo moved, and Don Nevills seconded the motion to approve the request submitted by John Mowry of KLH Engineers for Requisition #370-B in the amount of \$3,739.18. The motion carried 5-0.

John Vitullo moved, and Doug Ozvath seconded the motion to approve an increase in the pay of the management team of 1% each. Motion Carried 3-2 Mr. Johnson and Mr. Nevills voted no.

Don Nevills moved, and John Vitullo seconded the motion to adjourn at 7:12 PM. The motion carried 5-0.


SECRETARY

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS

Regular Monthly Meeting

Tuesday February 15, 2022

5:00 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 Regular Board Meeting of January 20, 2022.
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 the agreement with Pennsylvania American Water Company to furnish information that will permit the Clairton Municipal Authority (CMA) to compute and bill its customers the charges for sanitary service that have been established by the CMA.
 - b. Motion to award the contract to repair the gate damaged in the December 21, 2021 accident to Allegheny Fence Construction Company, Inc. in the amount of \$18,490. This was the lowest of three quotes received. Other quotes were: Redrock Fence Company of White Oak, Pa at \$25,975.00 and Estherlee Fence Company of North Lima, Ohio at \$26,350.00
6. Collection & Operation Report
7. Engineer's Report
 - a. Approval of request submitted by John Mowry of KLH, for Requisition #370B in the amount of \$3,739.18.
8. Solicitor's Report
9. New Business
10. Old Business
 - a. Motion to approve an increase in the pay of the management team of 1% each.

Motion to Adjourn

CMA
MEETING Check Register
For the Period From Jan 21, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
8583	1/28/22	COLUMBIA GAS OF	10310-G	837.28
8584	1/28/22	COMCAST BUSINES	10310-G	955.15
8585	1/28/22	DEPARTMENT OF E	10310-G	60.00
8586	1/28/22	DUQUESNE LIGHT	10310-G	31,328.53
8587	1/28/22	FARNHAM & PFILE	10310-G	107.50
8588	1/28/22	HACH COMPANY	10310-G	32.32
8589	1/28/22	HAPCHUK, INC.	10310-G	2,875.00
8590	1/28/22	HENDERSON PEST	10310-G	90.00
8591	1/28/22	HENWIL CORPORA	10310-G	7,295.60
8592	1/28/22	Madison National Life	10310-G	1,571.65
8593	1/28/22	Paul A Fisher Insuran	10310-G	102,861.00
8594	1/28/22	PC TIRE & FOAMFIL	10310-G	1,291.18
8595	1/28/22	Quill LLC	10310-G	348.97
8596	1/28/22	RENO BROTHERS, I	10310-G	4,287.65
8597	1/28/22	SNYDER BROTHER	10310-G	348.06
8598	1/28/22	SUBURBAN TESTIN	10310-G	1,550.00
8599	1/28/22	Three Rivers Marine	10310-G	686.80
8600	1/28/22	US Asset Manageme	10310-G	193.93
8601	1/28/22	WEX BANK	10310-G	1,282.01
8602	2/15/22	AIRGAS USA, LLC	10310-G	177.01
8603	2/15/22	AMERICAN WATER	10310-G	60.00
8604	2/15/22	Applied Maintenance	10310-G	534.53
8605	2/15/22	AQUA FILTER FRES	10310-G	49.90
8606	2/15/22	BOBCAT OF PITTSB	10310-G	295.11
8607	2/15/22	Boxer LLC	10310-G	1,030.00
8608	2/15/22	CAMPBELL DURRA	10310-G	9,890.58
8609	2/15/22	CINTAS	10310-G	2,616.70
8610	2/15/22	COMCAST	10310-G	2,059.94
8611	2/15/22	COX PIPING SUPPL	10310-G	594.84
8612	2/15/22	DE LAGE LANDEN F	10310-G	115.50
8613	2/15/22	DRNACH ENVIRON	10310-G	4,085.00
8614	2/15/22	DTI Development	10310-G	3,000.00

CMA
MEETING Check Register
For the Period From Jan 21, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
8615	2/15/22	DUQUESNE LIGHT	10310-G	919.21
8616	2/15/22	ENVIRONMENTAL S	10310-G	35.19
8617	2/15/22	Eutek Systems, Inc.	10310-G	505.16
8618	2/15/22	FAGAN SANITARY S	10310-G	201.78
8619	2/15/22	FAYETTE PARTS SE	10310-G	1,798.40
8620	2/15/22	FAYETTE WASTE L	10310-G	108.50
8621	2/15/22	FNB Commercial Cre	10310-G	5,394.74
8622	2/15/22	FS SOLUTIONS	10310-G	500.00
8623	2/15/22	HACH COMPANY	10310-G	70.30
8624	2/15/22	HOME DEPOT CRE	10310-G	766.96
8625	2/15/22	HORIZON	10310-G	450.00
8626	2/15/22	IEH AUTO PARTS LL	10310-G	884.17
8627	2/15/22	KLH ENGINEERS, IN	10310-G	3,457.90
8628	2/15/22	LINK COMPUTER C	10310-G	1,317.69
8629	2/15/22	M & B Window Clean	10310-G	250.00
8630	2/15/22	Matheson Tri-Gas Inc	10310-G	86.33
8631	2/15/22	MEIT	10310-G	26,911.63
8632	2/15/22	MODEL UNIFORMS	10310-G	467.64
8633	2/15/22	NSI Solutions, Inc.	10310-G	604.00
8634	2/15/22	PA AMERICAN WAT	10310-G	2,449.55
8635	2/15/22	PENNSYLVANIA ON	10310-G	65.49
8636	2/15/22	Pioneer Research	10310-G	716.24
8637	2/15/22	PITTSBURGH POST	10310-G	52.70
8638	2/15/22	PRECISION COPY P	10310-G	418.92
8639	2/15/22	RC WALTER & SON	10310-G	58.44
8640	2/15/22	ROBINSON PIPE CL	10310-G	2,508.78
8641	2/15/22	RONDINELLI, DEBO	10310-G	400.00
8642	2/15/22	SAMS CLUB	10310-G	267.84
8643	2/15/22	SHILOH SERVICE, I	10310-G	989.00
8644	2/15/22	David M. Spence	10310-G	20.00
8645	2/15/22	STEEL RIVERS COU	10310-G	3,143.38
8646	2/15/22	Three Rivers Marine	10310-G	641.70

CMA
MEETING Check Register
For the Period From Jan 21, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
8647	2/15/22	USA BLUE BOOK	10310-G	1,176.91
8648	2/15/22	VERIZON WIRELES	10310-G	416.93
8649	2/15/22	Web-Makeovers	10310-G	150.00
8650	2/15/22	WEBB'S SERVICE C	10310-G	64.00
Total				<u>240,781.22</u>

CMA
Year to Date Income Statement
WWTP Budget to Actual
For the One Month Ending January 31, 2022
Percent of Year 8.33% (1 month / 12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Revenues				
Clairton Collecti/Debt Service	\$ 99,312.83	\$ 1,191,638.00	1,092,325.17	8.33
Jefferson Hills Debt Service	77,383.38	928,601.00	851,217.62	8.33
Petersan WWTP Debt Service	66,755.62	801,067.00	734,311.38	8.33
South Park Debt Service	12,032.87	144,394.00	132,361.13	8.33
Total Debt Service Revenues	255,484.70	3,065,700.00	2,810,215.30	8.33
Clairton Collec/Operation/Main				
Clairton Collec/Operation/Main	481,412.00	1,078,920.00	597,508.00	44.62
Jefferson Hills Operation/Main	209,822.00	1,071,840.00	862,018.00	19.58
Petersan Operation/Maint	259,550.00	1,114,220.00	854,670.00	23.29
South Park Operation/Maint	51,482.00	233,720.00	182,238.00	22.03
Total Consumption Revenues	1,002,266.00	3,498,700.00	2,496,434.00	28.65
Other Revenue				
Sludge Acceptance	32,645.95	200,000.00	167,354.05	16.32
Collection Office Rent	0.00	12,000.00	12,000.00	0.00
Interest Income	335.30	6,000.00	5,664.70	5.59
Investment Interest	11,108.83	2,000.00	(9,108.83)	555.44
Capacity Fees	31,551.00	50,000.00	18,449.00	63.10
Total Other Revenues	75,641.08	270,000.00	194,358.92	28.02
Total Revenues	\$ 1,333,391.78	\$ 6,834,400.00	5,501,008.22	19.51
Expenses				
Office Expenses	\$ 2,476.38	\$ 15,400.00	12,923.62	16.08
Treatment Supplies & Chemicals	14,360.56	122,500.00	108,139.44	11.72
Treatment Sludge Disposal	21,075.46	300,000.00	278,924.54	7.03
Flow Monitoring Data & Fees	25,489.00	137,480.00	111,991.00	18.54
Equipment	522.36	465,000.00	464,477.64	0.11
Maintenance & Repair	10,506.72	68,200.00	57,693.28	15.41
Vehicle Expense	3,146.06	12,000.00	8,853.94	26.22
Utilities	35,026.40	332,400.00	297,373.60	10.54
Wages & Taxes	88,186.48	894,380.00	806,193.52	9.86
Employee Benefits	24,707.41	365,024.00	340,316.59	6.77
Conference & Memberships	467.72	26,000.00	25,532.28	1.80
Professional Services	8,919.51	277,900.00	268,980.49	3.21
Insurance	66,859.65	80,000.00	13,140.35	83.57
Total Operating Expenses	301,743.71	3,096,284.00	2,794,540.29	9.75
Total Debt Payments				
Series B Bond Interest Expense	0.00	1,935,700.00	1,935,700.00	0.00
Series B Bond Principal	0.00	1,130,000.00	1,130,000.00	0.00
Debt Service Coverage - 10%	0.00	306,562.00	306,562.00	0.00
Total Debt Payments	0.00	3,372,262.00	3,372,262.00	0.00
Total Expenses	301,743.71	6,468,546.00	6,166,802.29	4.66
Over/Under Budget	\$ 1,031,648.07	\$ 365,854.00	(665,794.07)	281.98

For Management Purposes Only

CMA
Year to Date Income Statement
Collection Budget to Actual
For the One Month Ending January 31, 2022
Percent of Year 8.33% (1 month /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Revenues				
Residential Flat Rate	\$ 84,035.38	\$ 1,000,000.00	915,964.62	8.40
Commerical Flat Rate	12,843.42	145,000.00	132,156.58	8.86
Alleg Housing Flat Rate	9,600.00	115,200.00	105,600.00	8.33
School Flat Rate	1,800.00	21,600.00	19,800.00	8.33
USS Flat Rate	71,650.00	859,800.00	788,150.00	8.33
Total Debt Service Revenues	179,928.80	2,141,600.00	1,961,671.20	8.40
Total Consumption Revenues	95,134.42	1,334,000.00	1,238,865.58	7.13
Total Consumption Revenues	\$ 95,134.42	\$ 1,334,000.00	1,238,865.58	7.13
CTH Consumption Revenues	\$ 0.00	\$ 0.00	0.00	0.00
CTH Debt Service Revenues	13,300.00	0.00	(13,300.00)	0.00
CTH Penalty and Interest	0.00	0.00	0.00	0.00
Total Century Townhomes	13,300.00	0.00	(13,300.00)	0.00
Other Revenue				
Penalty	(329.36)	124,000.00	124,329.36	(0.27)
Dye Test Fees - Plumber	325.00	0.00	(325.00)	0.00
Dye Test - Application Fees	525.00	5,800.00	5,275.00	9.05
Lien Letter Fees	330.00	4,500.00	4,170.00	7.33
NSF Fees	14.00	300.00	286.00	4.67
Posting Fees -Terminations \$20	4,035.00	65,000.00	60,965.00	6.21
Magistrate & Legal Fees	0.00	350.00	350.00	0.00
Notice Fee - \$15	0.00	8,000.00	8,000.00	0.00
Interest Income	0.00	1,900.00	1,900.00	0.00
Prior Sewage Fee	0.00	700.00	700.00	0.00
Total Other Revenues	4,899.64	210,550.00	205,650.36	2.33
Total Revenues	\$ 293,262.86	\$ 3,686,150.00	3,392,887.14	7.96
Expenses				
Office Expenses	\$ 932.49	\$ 8,056.00	7,123.51	11.58
Billing Expense	2,243.66	53,500.00	51,256.34	4.19
Collection System Supplies	1,504.72	25,600.00	24,095.28	5.88
Equipment	3,109.51	17,000.00	13,890.49	18.29
Maintenance & Repair	30.00	103,360.00	103,330.00	0.03
Vehicle Expense	709.31	15,800.00	15,090.69	4.49
Utilities	2,642.90	28,320.00	25,677.10	9.33
Wages & Taxes	57,015.08	357,750.00	300,734.92	15.94
Employee Benefits	11,696.85	196,300.00	184,603.15	5.96
Conference & Memberships	145.78	11,000.00	10,854.22	1.33
Professional Services	7,891.09	98,900.00	91,008.91	7.98
Insurance	36,001.35	41,620.00	5,618.65	86.50
WWTP Treatment Charges	240,706.00	1,240,000.00	999,294.00	19.41
Total Operating Expenses	364,628.74	2,197,206.00	1,832,577.26	16.60
Total Debt Payments				
Debt Pmt City of Clairton	33,978.16	407,738.00	373,759.84	8.33

For Management Purposes Only

CMA
 Year to Date Income Statement
 Collection Budget to Actual
 For the One Month Ending January 31, 2022
 Percent of Year 8.33% (1 month /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Debt Pmt (full bond)	44,063.54	525,213.00	481,149.46	8.39
Debt Service Coverage - 10%	0.00	52,363.00	52,363.00	0.00
Debt Pmt WWTP Transfers	99,312.83	1,191,638.00	1,092,325.17	8.33
Total Debt Payments	<u>177,354.53</u>	<u>2,176,952.00</u>	<u>1,999,597.47</u>	8.15
Total Expenses	<u>541,983.27</u>	<u>4,374,158.00</u>	<u>3,832,174.73</u>	12.39
Over/Under Budget	<u>\$ (248,720.41)</u>	<u>\$ (688,008.00)</u>	<u>(439,287.59)</u>	36.15

CMA
Cash Account Monthly Summary
As of: January 31, 2022

	<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursements</u>		<u>Ending Balance</u>
Operating Accounts							
10320-T FN-WWTP Depository	6,074,441.38	\$	1,517,070.48	\$	(557,767.17)	\$	7,033,744.69
10330-C FN-Collection Depository	4,076,529.02		286,065.22		(558,269.85)		3,804,324.39
10311-G FN-Payroll	45,105.93		151,339.88		(150,232.57)		46,213.24
10310-G FN-Disbursements	138,502.86		292,565.94		(276,343.78)		154,725.02
Reserved Accounts							
10331-C FN-Collection City Pmts	122,221.91		33,978.16		0.00		156,200.07
10322-T FN-OPEB	500,107.62		55.22		0.00		500,162.84
10321-T FN-WWTP Capacity & Capital Im	2,511,278.57		31,831.08		0.00		2,543,109.65
10333-C Collection Capital Improvement	1,216,357.23		0.00		0.00		1,216,357.23
10332-T WWTP Debt Coverage	78,754.93		0.00		0.00		78,754.93
Total FNB Accounts	<u>14,763,299.45</u>	\$	<u>2,312,905.98</u>	\$	<u>(1,542,613.37)</u>	\$	<u>15,533,592.06</u>
Trustee Accounts							
10200-C WF Series A - Construction	3.06	\$	0.00	\$	0.00	\$	3.06
10200-T WF - Series B - Construction	456,342.16		5.96		(3,341.12)		453,007.00
10220-T WF - Debt Service	46,445.79		297,210.57		0.00		343,656.36
10221-T WF - Debt Service Reserve	4,026,875.46		11,099.02		0.00		4,037,974.48
Total Trustee Accounts	<u>4,529,666.47</u>	\$	<u>308,315.55</u>	\$	<u>(3,341.12)</u>	\$	<u>4,834,640.90</u>
Grand Total	<u>19,292,965.92</u>	\$	<u>2,621,221.53</u>	\$	<u>(1,545,954.49)</u>	\$	<u>20,368,232.96</u>

January 2022 Sewer Billing
Sewer

Sewer Receivables

<u>Service</u>	<u>Description</u>	<u>Charges</u>	<u>Adjustments</u>	<u>Penalties</u>	<u>Interest</u>	<u>Discounts</u>	<u>Refunds</u>	<u>Adjusted R Receipts</u>
ALLF1	Allegheny Housing Flat (Wylie)	8,050.00	0	0	0	0	0	-16,502.50
ALLF2	Allegheny Housing Flat (Reed)	1,550.00	0	0	0	0	0	-1,550.00
CNTRY	Century Town Homes Flat Rate	13,300.00	0	665	1,953.54	0	0	0
COLLE	Metered Sewer Collection	94,770.77	362.29	1,578.88	2,034.71	0	0	16.01
COMF	Commercial Sewer Flat Rate	12,966.75	0	176.14	78.06	0	0	100
RESF	Residential Sewer Flat Rate	84,323.40	-128.22	1,702.78	5,710.44	0	0	128.9
PRIOR	Prior Balances	0	0	0	0.01	0	0	0.09
SSRF	School Sewer Flat Rate	1,800.00	0	90	14.95	0	0	0
USSF	USS Sewer Flat Rate	71,650.00	0	0	0	0	0	-71,650.00
	Billed Collection Flat usage Charge	16	0	0	0	0	0	-16
	Sewer Receivables Totals	288,426.92	234.07	4,212.80	9,791.71	0	0	245

Sewer Direct

<u>Service</u>	<u>Description</u>	<u>Charges</u>	<u>Adjustments</u>	<u>Penalties</u>	<u>Interest</u>	<u>Discounts</u>	<u>Refunds</u>	<u>Adjusted R Receipts</u>
NSF Fee	NSF Fee	0	75	0	0	0	0	-26.52
POST	Posting Fee - Shut Offs	0	6,095.00	0	0	0	0	-2,781.82
TurnOff	Water Turn Off Fee	0	0	0	0	0	0	-125.31
TurnOn	Turn On Fee	0	0	0	0	0	0	-89.74
NOTICE	10-Day Delinquent Notice	0	0	0	0	0	0	30
Dollar Energy Fund Discount	Dollar Energy Fund Discount CMA	-313	0	0	0	0	0	0
	Sewer Direct Totals	-313	6,170.00	0	0	0	0	-3,053.39

Sewer Summary

Previous Ending Balance	2,103,619.28	
Charges	288,113.92	
Adjustments	6,404.07	
Penalties	4,212.80	
Interest	9,791.71	
Discounts	0	
Refunds	0	
Adjusted Receipts	275	
Receipts	-278,114.42	-277,839.42
Current Balance	2,134,302.36	
Total Receipts		-277,839.42

Report of the Finance Director – February 15, 2022

Century Townhomes – A mediation session was held in our offices on July 9, 2021. **Nothing new to report.**

Upstream Communities: We sent out the Maher Duessel report and the calculation indicating the credit amounts to all communities. We have received comments from PCSA on January 11 extolling their interpretation of the Treatment Agreement especially Appendix B to the Treatment Agreement. Checks have been distributed to Jefferson Hills and South Park. PCSA has deducted from our invoice what they believe is owed to them in violation of our Treatment Agreement. We have calculated the refund for the 2018 and 2019 years and have had preliminary discussions with the solicitor on how to proceed. We have submitted the checks for the 2018 and 2019 years. We received a response from Peters Creek and are preparing a response. Since we have completed the 2020 Audit, we have received a final of the Maher Duessel report on the agreed upon procedures for 2020 so we can allocate any overage to the parties of the Treatment Agreement. Payment to the upstream communities were mailed out after the October Board Meeting. **Nothing new to report.**

Delinquent Accounts shutoffs – In January we sent out 269, 10- day delinquent notices, 103 properties were posted for shutoff, and 40 accounts were sent over to the water company for shut off and 22 were shut off.

Low Income Household Water Assistance Program (LIHWAP) – We have signed on with the PA Department of Human Services to be vendors under this federally funded program which can provide up to \$2,500 per customer who have an arrearage in their sewer bills. They must meet certain income levels similarly to that of the \$Energy fund program (Income 1.5 X poverty level). Once approved payments will be made directly to us. **Nothing new to report.**

Payment Plans – Due to the coronavirus, per the direction of the Board, the CMA has issued 92 payment plans since 3/29/2021. The total amount owed is \$104,377.29. Of the 92 plans 7 have been paid in full and approximately 30% of the monies owed have been paid, mostly as the initial down payment. Eight (8) more customers have not kept their plan and have been sent over for shutoff. **As of 2/3/2022 we have a total of 30 active payment plans.**

Collections Crew Management and Reporting – The January 2022 report has been sent to you.

\$Energy Fund – In January, the fund processed 13 applications, approved 13.

PennVest – Representatives of CMA, KLH Engineers, Peters Creek Sanitary Authority, Jefferson Hills Borough met with PennVest on June 26, 2019, for a preapplication meeting. Authority and engineer staff have been assembling the PennVest Loan application per the direction of the Board. There was a motion passed in January to proceed with the PennVest funding option. Due to the much higher than expected bids on Phase II PennVest has given the CMA an extension on their financing. We anticipate rebidding the project in the last quarter of 2021. We have submitted additional information to PennVest to change the amount borrowed and change the requirement related to the City of Clairton note. The initial request to PennVest has been denied however the PennVest staff is reconsidering it for consideration. We received the bid results for the second bidding of Phase II. It was discussed via conference call with the Board members and the upstream representatives on December 14, 2021. We have a progress call with PennVest on January 11, 2022.

Phase II Bidding – Bids on the Project were opened on December 8, 2021.

Grants - Nothing new to report.

USAGE DATA AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the CLAIRTON MUNICIPAL AUTHORITY, a municipal entity organized and existing under the laws of the Commonwealth of Pennsylvania having an office for the transaction of business at 1 North State Street, Clairton, Pennsylvania 15025 (hereinafter referred to as the "Authority"), and PENNSYLVANIA-AMERICAN WATER COMPANY, a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 800 West Hersheypark Drive, Hershey, Pennsylvania 17033, (hereinafter called the "Water Company");

WITNESSETH

WHEREAS, the Authority is the owner of a sanitary sewer system serving the territory generally comprising the City of Clairton, Allegheny County, Pennsylvania, and charges for sanitary sewer service rendered to its customers based upon water consumption of those customers; and

WHEREAS, the Water Company is engaged in the business of providing water service to the general public in the same area, and has available to it the records necessary to compute the water consumption by the customers of the Authority who are also customers of the Water Company; and

WHEREAS, the Authority has requested the Water Company to furnish to the Authority certain information which will permit the Authority to compute and bill to its customers the charges for sanitary sewer service that have been established by the Authority; and

WHEREAS, the Water Company is willing to furnish the requested information to the Authority under and subject to the terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by each party hereto to the other party, the receipt whereof is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the parties hereto, each intending to be legally bound by the terms hereof, do covenant and agree as follows:

1. The Water Company hereby agrees to furnish to the Authority the name, mailing address, service address, route number and account number of every Water Company customer located in the City of Clairton who is also a sewer customer of the Authority. Such information shall be furnished to the Authority promptly after such sewer customers are designated by the Authority.

2. The Water Company further agrees to furnish to the Authority by the fifteenth (15th) of the month following the month in which the Water Company mails out its bills

for each water service billing period, the following information with respect to each of the designated customers:

- (a) Route and Account Number
- (b) Date of current meter readings
- (c) Water usage for the billing period (stated in gallons)

3. The Water Company further agrees to furnish to the Authority (a) the information listed in Section 2 above, for all interim period bills such as final bills and (b) information with respect to all adjustments which the Water Company may make in its bills after it has furnished the information listed in Section 2 above, to the Authority.

4. For any month in which the Authority obtains water consumption data from the Water Company, the Authority agrees to pay the Water Company for water consumption data at the rate of five cents (\$0.05) per unit; provided, however, that the minimum bill for any month shall be Fifteen (\$15.00) Dollars. It is understood and agreed by the parties hereto that the word "unit" as used herein shall mean the specific current meter readings for each water customer. It is further understood and agreed that the Authority shall pay only once for the initial information listed in Section 1 above, but that the charges for the information listed in Section 2 and Section 3 above, shall be payable for each billing period.

5. It is understood and agreed by the parties hereto that the per unit rate of five cents (\$0.05) shall remain in effect through the first year of this Agreement. However, the per unit rate shall be subject to increase in no less than one-half cent increments at the end of the first year, and every year thereafter on January 1 of each succeeding calendar year. The annual change in the rate shall never exceed \$0.02 in any one calendar year. The rate will be based upon the increase from the prior year in the All Cities Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (BLI) in effect on each anniversary date of this Agreement. In the event that said index is discontinued at any time during the term hereof, the parties shall use the BLI index which replaces it, or another index mutually agreed upon by the parties.

6. The Water Company shall bill the Authority promptly for the information furnished and the Authority agrees to pay for such information within thirty (30) days after receipt of Water Company's invoice thereof.

7. In computing and furnishing the information requested by the Authority, the Water Company agrees to observe the same diligence, policy and procedure as is used by it in computing its water service accounts, but the Water Company assumes no liability for errors in the computation or furnishing of the requested information.

8. This Agreement shall continue in full force and effect for a term of one (1) year from the date entered into and from year to year thereafter, subject to cancellation by either party hereto by the giving of ninety (90) days' written notice to the other party.

9. This Agreement merges all previous negotiations between the parties hereto with respect to the subject matter covered hereby and supersedes any prior understandings or written or oral agreements between the parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. This Agreement shall become effective thirty (30) days after a copy hereof is filed with the Pennsylvania Public Utility Commission ("PUC"), provided that if the PUC institutes proceedings pursuant to Section 507 of the Public Utility Code (66 Pa. C.S.A. §507) this Agreement shall become effective on the day the PUC grants its approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their appropriate officers.

This agreement will be effective on the _____ day of _____, 20__.

ATTEST:

CLAIRTON MUNICIPAL AUTHORITY

Secretary
(SEAL)

BY: _____
Chairman

ATTEST:

PENNSYLVANIA-AMERICAN WATER
COMPANY

Secretary
(SEAL)

BY: _____
(Vice) President

TO: SANITATION _____ NAME
REMIT
ADD 1
ADD2
CITY STATE ZIP

_____ CONTACT NAME:
_____ CONTACT TELEPHONE NUMBER:

FILE LAYOUTS REQUIRED

- 1) Usage Transactions ()
- 2) Usage Transaction Periods ()
- 3) Readings ()
- 4) Account Changes (X) Automatic
- 5) Premise Changes (X) Automatic
- 6) Transmission Summary (X) Automatic.

GENERAL USAGE DATA INFORMATION

- 1) Daily ()
- 2) Weekly ()
- 3) Monthly ()
- 4) Quarterly ()

Please indicate location to forward Usage Data Information to:

Forward to: Name
Address 1
Address 2
City State Zip Code

Information System Contact
Name _____
Telephone Number _____
E-Mail Address _____

TERMS & CONDITIONS

Your Estimate will remain only a Quotation until it has been signed and returned to Allegheny Construction Co., Inc. including any required Downpayment. Estimates are based upon prices in effect on the date of the Estimate and may be subject to change. Should the proposal not be accepted within 30 days a new Proposal may be required. The above Proposal, when accepted and acknowledged by Allegheny Fence becomes a Contract between the two parties and it is not subject to cancellation. In the Event, this proposal is not approved by the Allegheny Fence Construction Co., Inc. Sales or Credit Departments, this proposal shall become null and void; any downpayment made shall be refunded to the Customer.

Purchaser has a Legal Right under Federal Law to cancel this Transaction within Three (3) Days (Excluding Sundays) from date of acceptance of this Proposal. THEREAFTER, THE CUSTOMER WILL BE REQUIRED TO PAY A \$50.00 CANCELLATION FEE PLUS ANY ADDITIONAL COSTS THAT WE MAY HAVE INCURRED TO PREPARE YOUR MATERIAL BY OUR SHOP, SUPPLIERS OR MANUFACTURERS.

Extras: Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Any work that modifies this proposal will be subject to prices changes, which must be approved by both parties. Oral Agreements will not be honored. Possible additional costs may be incurred due to hidden obstacles, such as fill material, concrete slabs, or rock that cannot be determined in advance by Seller or Purchaser and results in use of additional labor.

Special Order Material IS NON CANCELLABLE. No Special Order Materials will be ordered until the Downpayment has been received which is described in the Terms of this Agreement (Front Side). Should your Job Layout Change after materials are ordered; you may be responsible to pay for any extra material ordered if we cannot modify the order with our manufacturer. Should you cancel your order after the material is manufactured, you will be responsible to pay for the material plus the cancellation fee (\$50.00).

Special Order Material is Merchandise that we do not typically Inventory at our Facilities. This includes but is not limited to Ornamental Iron & Aluminum, PVC, Railing, Chain Link Vinyl Systems, and Gate Operators.

Placement of Fence: Purchaser is solely responsible for the location of the Fence and will incur all costs in connection with any claims made about the location of the fence. A Survey or Plot Plan is recommended to review with our Installation Crew.

Permits/Ordinances: All Permits are the Purchasers responsibility to obtain. The Purchaser also takes full accountability for any work completed that their Ordinance would not authorize.

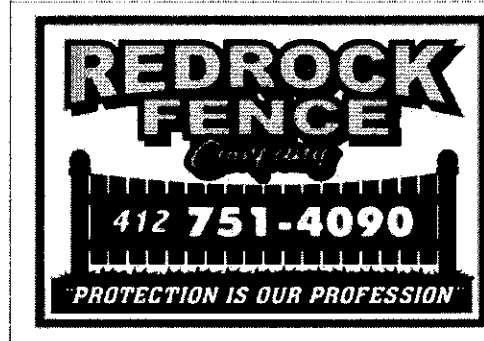
Underground Utilities: Allegheny Fence Construction Co., Inc. is not responsible should underground utilities, not identified by the Owner, be damaged in any way. All repair costs for damaged utilities will be incurred by the Owner of the Property. Pennsylvania Customers may call the PA One Call System, at least 3 Days before installation (1-800-242-1776) to have any public underground utilities identified. Property damage referred to in this section specifically includes but shall not be limited to: Underground Electrical Lines, Water Lines, Septic Tanks, Sprinkler Systems, Drain Lines, Building Foundations.

Past Due Invoices: All materials remain the Property of Allegheny Fence until full payment is made. It is Allegheny Fence's option to remove the installation should full payment not be made as per the Terms of this Contract. A Service Charge of 1 ½% per month (18% Annual Percentage Rate) will be added to Past Due Accounts. The Parties agree that, in the event the purchaser does not pay all sums as listed on the Contract to Allegheny Fence Construction Co., Inc. it may bring suit against the purchaser. The purchaser agrees to pay all costs of collection, including reasonable attorney's fees. The purchases does hereby agree to grant a security interest to Allegheny Fence Construction Co., Inc. and does further agree that a lien shall be placed against the above described property for all sums due including costs of collection and a reasonable attorney's fee as determined by a Court of Competent Jurisdiction.

Installation of your Project will be completed in a timely manner based upon our backlog of Work Orders.

Redrock Fence Company

2824 Lincoln Way
 White Oak, PA 15131
 Phone (412) 751-4090
 Fax (412) 751-3040
 redrockfence@comcast.net



PREPARED FOR:

Attention: Ryan
 Clairton Municipal Authority
 1 N. State St.
 Clairton, PA
 Phone: (412) 589-1566
 Fax/Email: cmasuper@clairtonmunicipalauthority.c

Confidential Proposal
 Licensed PA18711 - WV28487

Project: Clairton Municipal Authority - Gate and Operator Replacement

Estimator: Victor Corder III
 Date: 2/9/2022

DESCRIPTION	PRICE
<p>Furnish and install one automated 32' opening x 7+1' high aluminum slide gate and operator. Reconnect existing entrance and exit devices from the existing gate operator to the new one.</p> <p><u>Notes:</u> ~If required, the electrical grounding of the fence and operator is to be completed by others. ~Others to supply and install the power wiring and control conduit to the operator and accessories. An electrician may be required to complete these steps.</p> <p>If steel certificates are required, notification must be sent in writing prior to materials being ordered.</p> <p>Agreed and accepted as to all terms:</p> <p>x _____ Authorized representative - Date</p>	<p style="text-align: right;">\$25,975.00</p>

Domestic pipe and fabric used, unless noted otherwise (UNO). Shop drawings provided upon request. Change orders are required to alter this price once approval is made. Others are responsible for all necessary permits. Underground conditions and lines which cannot be determined in advance may require added labor/equipment for an additional cost. Underground utilities are to be located by others prior to installation. Verify all quantities prior to ordering (Redrock Fence is not responsible for discrepancies). Priced according to specifications, UNO. **Any broken down pricing is for bidding purposes only and must be purchased as a package, UNO. This contract is the entire contract. There are no other provisions, either verbal or written.**

TOTAL: \$25,975.00

Notes:
 Price is valid for 5 days.

Prevailing wage rate used: Yes No

Specializing in: chain link - pressure treated and cedar wood - decorative ornamental aluminum & steel - decorative vinyl

Over 35 years experience

FULLY INSURED

Member
 American Fence
 Association



Certified Fence Professional by the



American Fence Association

estherlee fence co.

11329 south ave. • p.o. box 275 • north lima, ohio 44452 • phone 330-549-8863 • fax 330-549-0053

fence • landscaping • design
residential • commercial • municipal

Estherlee Fence Co., Inc.
11329 South Ave
NORTH LIMA, OH 44452
330-549-9863
www.estherlee.com
info@estherlee.com

PROPOSAL/CONTRACT

Page 1
01/10/2022

Customer Information:

Clairton WWTP
1 North Street
Clairton, PA 15025

Job Information:

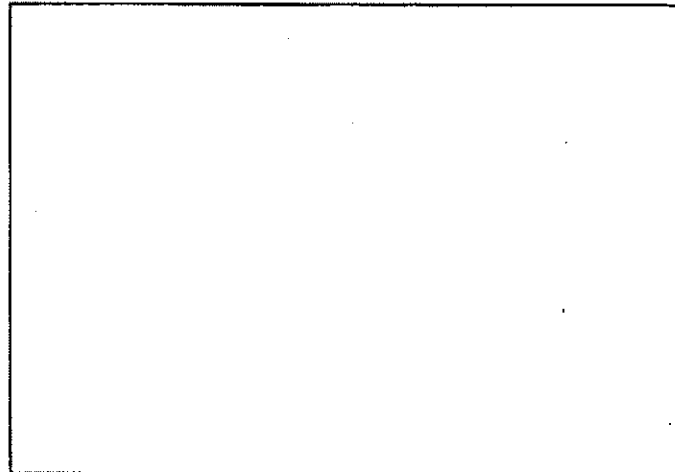
Slide Gate Replacement
Gate Operator Replacement

Notes:

Furnish & Install:

New 30ft x 7ft high with barbwire Aluminum cantilever slide gate. Gate to be mill finish with 9 ga chainlink infill. Replace gate posts damaged by vehicle.

New Slide gate operator with access controls and reversing devices. Remove existing operator and haul away.



- 1) PROPOSAL GOOD FOR 10 DAYS.
- 2) 1 YEAR LABOR WARRANTY
- 3) PERMITS AND BONDS ARE NOT INCLUDED
- 4) FENCE LINE TO BE CLEARED TO GRADE AND MARKED BY OTHERS.
- 5) PROPERTY PINS OR SURVEY FOR PROPERTY PINS BY OTHERS.
- 6) UNDERGROUND LINES TO BE LOCATED AND MARKED BY OTHERS.
- 7) THE STATES ONE CALL SYSTEM WILL BE NOTIFIED BY estherlee fence.
- 8) FENCE WILL FOLLOW CONTOUR OF GROUND OR GRADE
- 9) FILLING, GRADING OR SEEDING THE IMPRESSIONS LEFT OVER FROM THE FENCE CONSTRUCTION NOT INCLUDED.
- 10) AN INSURANCE AND WORKMANS COMPENSATION CERTIFICATE CAN BE ISSUED FOR THIS FENCE PROJECT UPON REQUEST.
- 11) ALL EXCAVATED SPOILS REMAINING FROM FENCE POST INSTALLATION WILL REMAIN ON SITE. REMOVAL OF SAME MATERIAL FROM SITE

WILL BE AN ADDITIONAL CHARGE.

12) PROPOSAL COVERS ONLY THE FENCE ITEMS INDICATED. ANY WORK ITEMS NOT SHOWN SHALL BE CONSIDERED AN EXTRA AND BE ACCOMPLISHED AS TIME AND MATERIAL AND SHALL BE AN ADDITIONAL CHARGE OVER AND ABOVE THIS PROPOSAL.

13) ALL MATERIALS REMAIN THE PROPERTY OF estherlee fence UNTIL ALL INVOICES ARE PAID IN FULL. RIGHT OF ACCESS AND REMOVAL IS GRANTED IN THE EVENT OF NON PAYMENT. THE CUSTOMER WHOSE SIGNATURE APPEARS ON THIS PROPOSAL AGREES TO PAY ALL COSTS ASSOCIATED WITH THE COLLECTION OF THE NON PAYMENT.

14) TERMS ARE: 1/3 DEPOSIT, 1/3 AT START OF PROJECT, 1/3 UPON COMPLETION.

15) 1 1/2% FINANCE CHARGE ON ALL ACCOUNTS OVER 5 DAYS PAST DUE.

Approved & Accepted for Customer:

Contract Amount: \$ 26350.00

Down Payment: \$

Balance Due: \$ 26350.00

Customer	Date
Accepted for Estherlee Fence Co., Inc.:	
<i>James M Rudecki</i>	01-10-2022
Salesperson	Date

an avetta, isnetworld, odot, vero approved Contractor

Collection & Operations Report February 15, 2022

- All 3 bids have been submitted for repairing the gate. Would like to award bid at meeting
- Posted the Lab Tech position in house for 10 days, no one signed it. Posted the position on Indeed and had many inquiries for position. Will have resumes at meeting for you to review. Would like to do in person interviews first week of March
- Dupreron is still working with us to get the perforated screen working at full capacity. We have high flow testing scheduled for this week.
- Horizon was in to look at getting the cameras working, I will call them this afternoon to find out what they came up with.
- Getting Wi-Fi installed at the garage building so that we can connect to Utility Cloud.



CLAIRTON MUNICIPAL AUTHORITY

Consulting Engineer's Report

February 17, 2022

ACTIVE ITEMS

Phase II Upgrade Project

Currently we are working with the Authority, Solicitor, and PennVest to fund the project.

Bids were opened on December 8th.

Headworks and Pump Station HVAC

Equipment is expected in early March.

Golden Gate Phase II

Per the LTCP, Golden Gate unauthorized discharges were to be eliminated by September 1, 2019. Golden Gate Phase I has been completed; Phase II remains. Design is complete. The Phase II project cost is estimated to be \$300,000. The PA Small Water and Sewer Grant application has been denied.

CDBG Year 47

CDBG Year 47 application was accepted. The project scope was reduced to eliminate state roadway concrete work. The total cost of the project is estimated at \$142,000. There is a grant in the amount of 65% of construction cost up to \$95,371, leaving a local share of \$69,000. Bidding documents have been sent to the COG for project advertisement.

CDBG Year 48

Pre-application was submitted to repair five (5) Level 5 defect sewers. Total project cost estimate is \$179,557.85. The requested grant funding is \$104,329.64.

NPDES Permit Renewal

The permit has been issued effective January 1, 2022, LTCP implementation schedule states WWTP Phase 2 construction begins November 30, 2023.

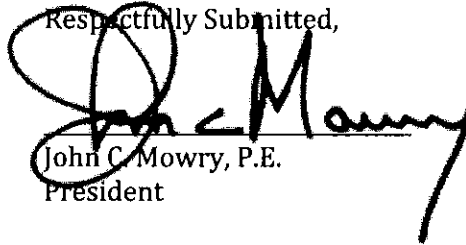
Annual Wasteload Management - Chapter 94

KLH is beginning work on the annual Chapter 94 Report.

Capital Requisition

Requisition 370-B in the amount of \$ 3,739.18 is presented for Board approval.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John C. Mowry". The signature is written in a cursive style with a large initial "J" and "M".

John C. Mowry, P.E.
President

CAPITAL IMPROVEMENT FUND
REQUISITION NUMBER 370-B

Date: February 15, 2022

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

E-Mail: Rose.Anne.Camilo@wellsfargo.com
Peter.C.Hosfield@wellsfargo.com

-or-

Fax: 877-775-7570

FROM: Clairton Municipal Authority (the "Borrower")

Account No.: 48117303 (2012B CONSTRUCTION FUND)

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

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

February 15, 2022
Requisition No. 370-B

Account No.: 48117303 2012B CONSTRUCTION FUND

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

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

CLAIRTON MUNICIPAL AUTHORITY
ALLEGHENY COUNTY, PENNSYLVANIA

By _____
Secretary, Assistant Secretary

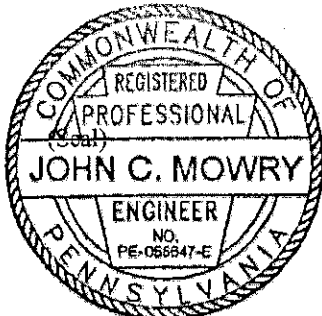
By _____
Chairman or Vice Chairman

A. CONSULTING ENGINEER'S CERTIFICATE

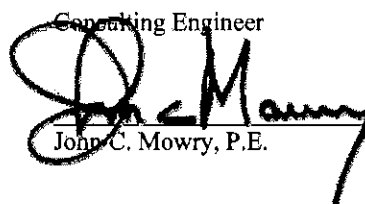
I, the undersigned, the duly appointed Consulting Engineer for the Clairton Municipal Authority, Allegheny County, Pennsylvania (the "Authority") hereby certify the following:

- (a) I hereby approve the foregoing attached requisition of the Authority;
- (b) The obligation listed to be paid on such requisition was properly incurred;
- (c) The amount requisitioned is due and unpaid;
- (d) Insofar as the payment is to be made for work, material, supplies, or equipment, the work has been performed and the material, supplies or equipment have been installed in the project or have been delivered either at the project site or at a proper place for fabrication, and are covered by the Builders' Risk Insurance; and
- (e) All work, material, supplies and equipment for which payment is to be made are, in the opinion of the undersigned, in accordance with the plans and specifications.

IN WITNESS WHEREOF, I hereunto set my hand hereto this 15th day of February, 2022.



KLH ENGINEERS, INC.

Consulting Engineer

John C. Mowry, P.E.

Item Number	Payee (Name & Address):	Amount	Purpose of Obligation
1.	KLH Engineers, Inc. 5173 Campbells Run Road Pittsburgh, PA 15205	\$ 2,496.00	WWTP Phase II Upgrades Invoice No. 67718
KLH Subtotal		\$ 2,496.00	
2.	US Asset Management 211 N. Whitfield Street Suite 201 Pittsburgh, PA 15206	\$ 1,243.18	4th Quarter Management Fees
TOTAL		\$ 3,739.18	



Clairton Municipal Authority
1 North State Street
Clairton, PA 15025

Invoice number 67718
Date 01/31/2022

Project 273-124 WWTP PHASE II UPGRADES

Professional Services through January 31, 2022

005 Securing PennVest Funding

	Hours	Rate	Billed Amount
CHELSEA CRAIN	8.00	72.00	576.00
JEFFREY C. WILLIAMS	6.00	101.00	606.00
JOHN C. MOWRY	9.00	146.00	1,314.00
Securing PennVest Funding subtotal			2,496.00

Invoice total 2,496.00



January 18, 2022

Clairton Municipal Authority
Clairton Construction Fund- Consolidated
Attn: Jim Hannan
1 North State Street
Clairton, PA 15025

US Asset Management, LLC
STATEMENT OF MANAGEMENT FEES

For the Period Fourth Quarter 2021
Portfolio Valuation as of 12/31/2021

\$ 3,832,298.05

Fund A
Fund B
Fund DSRF

\$0
\$144.24
\$1,292.87
\$1,437.11

\$3,832,298.05 @ 0.15% per annum ÷ 4

Total Quarterly Management Fee (all funds)

\$1,437.11

*Payment of issue B
Balance of 12/31/2021
Fund of
2010
+ 1008 and of
Total issue B
Fund B 10
\$ 1243.11*

US ASSET MANAGEMENT, LLC
211 N. Whitfield St., Suite 201 Pittsburgh, PA 15206
P: 412-231-8209 F: 412-231-8210 www.usasset.net