

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS MEETING

March 19, 2020

Meeting called to order at 5:50 P. M by Jim Cerqua.

Executive Session was held at 4:00 P.M. until 5:50 P.M. to discuss personnel and litigation.

	Present	Absent
<u>Roll Call</u>		
John Vitullo	<u> X </u>	<u> </u>
Doug Ozvath	<u> X </u>	<u> </u>
Susan Vigliotti	<u> X </u>	<u> </u>
Nick Nickolich	<u> X </u>	<u> </u>
Jim Cerqua	<u> X </u>	<u> </u>

Administration/Professional

Brian Secret, Superintendent
Jim Hannan, P.E., Finance Director
Gary Matta, Solicitor
Joe DeFonso, Solicitor
John Mowry, KLH Engineers

Citizens Comments

This meeting was conducted via conference phone call due to the pandemic caused from the COVID-19 Virus. Public Comments on the agenda were asked for by the posting of the agenda on the Authority web site www.clairtonmunicipalauthority.org. Public comments were solicited through a special e-mail response set up at PublicComments@ClairtonMunicipalAuthority.org. Any comment received will be addressed at the next regular meeting. This process will be refined in the future to allow for public listening of the regular meeting on- line. The recording of this meeting will be posted on the Authority web site. As of the date of the preparation of these minutes no comments were received.

Doug Ozvath moved, and Susan Vigliotti seconded the motion to approve the minutes from the February 20, 2020 Board Meeting. The motion carried 5-0.

Doug Ozvath moved, and Nick Nickolich seconded the motion to approve the paying of the bills from February 21, 2020 – March 19, 2020. The motion carried 5-0. Mr. Nickolich abstained on the Nickolich Sanitation invoice.

Doug Ozvath moved, and Nick Nickolich seconded the motion to approve the Year to Date Income Statements for Treatment and Collections. The motion carried 5-0.

Nick Nickolich moved, and Doug Ozvath seconded the motion to approve Collection System Billing Summary. The motion carried 5-0.

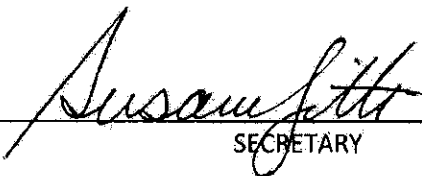
John Vitullo moved, and Susan Vigliotti seconded the motion to approve the request submitted by John Mowry of KLH Engineers for Requisition #347-B in the amount of \$6,149.00. Motion carried 5-0

John Vitullo moved, and Doug Ozvath seconded the motion to award Contract No. 2019-06, CD-45 project Level 5 Defect Repairs to Insight Pipe Services, LLC in the amount of \$56,945. Motion carried 5-0.

Nick Nickolich moved and Susan Vigliotti seconded the motion to approve the request of the Tri-COG Land Bank to waive all claims and liens due against 137 New Jersey Avenue. As of March 6, 2020 this amounted to \$4,325.74. Motion carried 5-0.

Nick Nickolich moved, and Doug Ozvath seconded the motion to approve a new 36-month contract with Model Uniforms, LLC. The terms and pricing are the same as the existing 36-month agreement that is expiring.

Susan Gigliotti moved, and Doug Ozvath seconded the motion to adjourn at 6:10 PM. The motion carried 5-0.


SECRETARY

CLAIRTON MUNICIPAL AUTHORITY

BOARD OF DIRECTORS

Regular Monthly Meeting

Thursday March 19, 2020

5:00 P.M.

AGENDA

Roll Call and Pledge of Allegiance

1. Comments from the Public
2. Approval of Minutes
 - a. Motion to approve the minutes from the Regular Board Meeting of February 20, 2020.
3. Motion to approve the bills
4. Motion to approve the Year to Date Income Statements for both Treatment and Collection.
5. Motion to approve Collection System Billing Summary.
6. Finance Report
7. Collection & Operation Report
8. Engineer's Report
 - a. Approval of request submitted by John Mowry of KLH, for Requisition #346B in the amount of \$6,149.
 - b. Motion to award Contract No. 2019-06, CD 45 Project Level 5 Defect Repairs to Insight Pipe Contracting, LLC in the amount of \$56,945.
9. Solicitor's Report
10. New Business
 - a. Motion to approve the request of the Tri-COG Land Bank to waive all claims and liens due against 137 New Jersey Avenue. As of March 6, 2020 this amounts to \$4,325.74.
 - b. Motion to approve a new 36-month contract with Model Uniforms, LLC. The terms and pricing are the same as the existing 36-month agreement that is expiring.
11. Old Business

Motion to Adjourn

CMA
MEETING Check Register
For the Period From Feb 21, 2020 to Mar 19, 2020

Filter Criteria Includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6950	3/2/20	A&H EQUIPMENT	10310-G	1,345.84
6951	3/2/20	ACTION SUPPLY PR	10310-G	453.64
6952	3/2/20	AMERICAN WATER	10310-G	30.00
6953	3/2/20	Applied Industrial Tec	10310-G	561.38
6954	3/2/20	Boxer LLC	10310-G	890.00
6955	3/2/20	COMCAST BUSINES	10310-G	380.62
6956	3/2/20	COX PIPING SUPPL	10310-G	1,873.14
6957	3/2/20	DODARO, MATTA &	10310-G	17,227.60
6958	3/2/20	ELIZABETH ELECTR	10310-G	91.91
6959	3/2/20	FAYETTE WASTE L	10310-G	93.71
6960	3/2/20	GRAINGER	10310-G	42.36
6961	3/2/20	HENDERSON PEST	10310-G	225.00
6962	3/2/20	HOME DEPOT	10310-G	157.68
6963	3/2/20	LINK COMPUTER C	10310-G	1,244.55
6964	3/2/20	M & B Window Clean	10310-G	250.00
6965	3/2/20	Mon River Supply	10310-G	4,036.31
6966	3/2/20	NICKOLICH SANITA	10310-G	24,399.75
6967	3/2/20	PA AMERICAN WAT	10310-G	1,378.96
6968	3/2/20	PASTORE PLUMBIN	10310-G	100.00
6969	3/2/20	Pioneer Research	10310-G	599.97
6970	3/2/20	RONDINELLI, DEBO	10310-G	500.00
6971	3/2/20	SHERWIN WILLIAM	10310-G	63.55
6972	3/2/20	SHILOH SERVICE, I	10310-G	859.25
6973	3/2/20	SNYDER BROTHER	10310-G	321.48
6974	3/2/20	UNIVAR USA	10310-G	1,870.00
6975	3/2/20	VERIZON WIRELES	10310-G	223.71
6976	3/2/20	WEX BANK	10310-G	1,366.39
6977	3/5/20	POSTMASTER	10310-G	10,000.00
6978	3/19/20	A&H EQUIPMENT	10310-G	3,021.74
6979	3/19/20	AIRGAS USA, LLC	10310-G	129.34
6980	3/19/20	Applied Maintenance	10310-G	644.85
6981	3/19/20	AQUA FILTER FRES	10310-G	219.83

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Check #	Date	Payee	Cash Account.	Amount
6982	3/19/20	C. GREGG BOYCE	10310-G	200.00
6983	3/19/20	CINTAS	10310-G	257.07
6984	3/19/20	COMCAST	10310-G	1,476.21
6985	3/19/20	CRAIG J. LUTTRING	10310-G	123.22
6986	3/19/20	CRAWFORD ELLEN	10310-G	7,336.25
6987	3/19/20	DE LAGE LANDEN F	10310-G	110.00
6988	3/19/20	DRNACH ENVIRON	10310-G	4,985.00
6989	3/19/20	DUQUESNE LIGHT	10310-G	33,697.26
6990	3/19/20	ELIZABETH ELECTR	10310-G	184.55
6991	3/19/20	FAYETTE PARTS SE	10310-G	14.10
6992	3/19/20	FISHER SCIENTIFIC	10310-G	175.53
6993	3/19/20	FNB Commercial Cre	10310-G	23.49
6994	3/19/20	GRAINGER	10310-G	255.88
6995	3/19/20	Guy Benack	10310-G	400.00
6996	3/19/20	HORIZON	10310-G	780.00
6997	3/19/20	IDEXX Laboratories	10310-G	1,840.06
6998	3/19/20	IEH AUTO PARTS LL	10310-G	160.16
6999	3/19/20	INDUSTRIAL APPRA	10310-G	755.00
7000	3/19/20	JD PRINTING INC	10310-G	3,448.40
7001	3/19/20	JEFFERSON HILLS	10310-G	64.73
7002	3/19/20	KC AUTO AND TRU	10310-G	210.00
7003	3/19/20	KLH ENGINEERS, IN	10310-G	17,776.29
7004	3/19/20	KRISTINA WILLIAMS	10310-G	132.36
7005	3/19/20	MAHER DUESSEL	10310-G	8,000.00
7006	3/19/20	Matheson Tri-Gas	10310-G	64.75
7007	3/19/20	MCMaster-CARR	10310-G	165.21
7008	3/19/20	MEIT	10310-G	27,465.36
7009	3/19/20	MODEL UNIFORMS	10310-G	489.92
7010	3/19/20	Mon River Supply	10310-G	2,108.89
7011	3/19/20	MyBFFSocial LLC	10310-G	300.00
7012	3/19/20	PA AMERICAN WAT	10310-G	99.09
7013	3/19/20	PASTORE PLUMBIN	10310-G	1,400.00

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Check #	Date	Payee	Cash Account	Amount
7014	3/19/20	PENNSYLVANIA ON	10310-G	60.50
7015	3/19/20	PEOPLES NATURAL	10310-G	899.44
7016	3/19/20	PITNEY BOWES INC	10310-G	102.24
7017	3/19/20	PITNEY BOWES GL	10310-G	426.93
7018	3/19/20	RC WALTER & SON	10310-G	264.86
7019	3/19/20	RONDINELLI, DEBO	10310-G	400.00
7020	3/19/20	S&P GLOBAL RATIN	10310-G	35,000.00
7021	3/19/20	STEEL RIVERS COU	10310-G	251.10
7022	3/19/20	WAYNE CROUSE, I	10310-G	2,680.00
Total				<u><u>229,166.41</u></u>

CMA
 Year to Date Income Statement
 WWTP Budget to Actual
 For the Two Months Ending February 29, 2020
 Percent of Year 16.67% (2 months / 12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Revenues				
Clairton Collecti/Debt Service	\$ 198,625.66	\$ 1,191,696.00	993,070.34	16.67
Jefferson Hills Debt Service	154,774.32	928,646.00	773,871.68	16.67
Petersan WWTP Debt Service	133,517.76	801,107.00	667,589.24	16.67
South Park Debt Service	24,066.92	144,402.00	120,335.08	16.67
Total Debt Service Revenues	510,984.66	3,065,851.00	2,554,866.34	16.67
Clairton Collec/Operation/Main	0.00	1,191,754.00	1,191,754.00	0.00
Jefferson Hills Operation/Main	261,580.00	928,691.00	667,111.00	28.17
Petersan Operation/Maint	256,780.00	801,146.00	544,366.00	32.05
South Park Operation/Maint	52,720.00	144,409.00	91,689.00	36.51
Total Consumption Revenues	571,080.00	3,066,000.00	2,494,920.00	18.63
Other Revenue				
Sludge Acceptance	15,238.75	140,000.00	124,761.25	10.88
Miscellaneous Income	10.55	0.00	(10.55)	0.00
Collection Office Rent	0.00	12,000.00	12,000.00	0.00
Interest Income	8,707.93	12,000.00	3,292.07	72.57
Investment Interest	(76,250.58)	80,000.00	156,250.58	(95.31)
Capacity Fees	12,135.00	50,000.00	37,865.00	24.27
Total Other Revenues	(40,158.35)	294,000.00	334,158.35	(13.66)
Total Revenues	\$ 1,041,906.31	\$ 6,425,851.00	5,383,944.69	16.21
Expenses				
Office Expenses	\$ 1,086.76	\$ 13,250.00	12,163.24	8.20
Treatment Supplies & Chemicals	34,798.16	103,100.00	68,301.84	33.75
Treatment Sludge Disposal	50,910.72	315,000.00	264,089.28	16.16
Flow Monitoring Data & Fees	9,970.00	144,000.00	134,030.00	6.92
Equipment	21,220.43	265,600.00	244,379.57	7.99
Maintenance & Repair	14,152.58	202,450.00	188,297.42	6.99
Vehicle Expense	1,294.23	27,000.00	25,705.77	4.79
Utilities	76,752.37	393,800.00	317,047.63	19.49
Wages & Taxes	111,546.22	825,746.00	714,199.78	13.51
Employee Benefits	44,429.61	421,050.00	376,620.39	10.55
Conference & Memberships	879.38	33,200.00	32,320.62	2.65
Professional Services	66,011.48	147,538.00	81,526.52	44.74
Insurance	73,478.00	110,000.00	36,522.00	66.80
Total Operating Expenses	506,529.94	3,001,734.00	2,495,204.06	16.87
Total Debt Payments				
Series B Bond Interest Expense	0.00	2,030,850.00	2,030,850.00	0.00
Series B Bond Principal	0.00	1,035,000.00	1,035,000.00	0.00
Debt Service Coverage - 10%	0.00	306,562.00	306,562.00	0.00
Total Debt Payments	0.00	3,372,412.00	3,372,412.00	0.00
Total Expenses	506,529.94	6,374,146.00	5,867,616.06	7.95
Over/Under Budget	\$ 535,376.37	\$ 51,705.00	(483,671.37)	1,035.44

For Management Purposes Only

CMA
Year to Date Income Statement
Collection Budget to Actual
For the Two Months Ending February 29, 2020
Percent of Year 16.67% (2 month /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Revenues				
Residential Flat Rate	\$ 280,548.98	\$ 1,658,400.00	1,377,851.02	16.92
Commerical Flat Rate	21,378.64	178,000.00	156,621.36	12.01
Allog Housing Flat Rate	19,200.00	115,200.00	96,000.00	16.67
School Flat Rate	3,600.00	21,600.00	18,000.00	16.67
USS Flat Rate	143,300.00	859,800.00	716,500.00	16.67
Total Debt Service Revenues	468,027.62	2,833,000.00	2,364,972.38	16.52
Total Consumption Revenues	224,796.84	1,185,000.00	960,203.16	18.97
Total Consumption Revenues	\$ 224,796.84	\$ 1,185,000.00	960,203.16	18.97
CTH Consumption Revenues	\$ 0.00	\$ 0.00	0.00	0.00
CTH Debt Service Revenues	26,600.00	0.00	(26,600.00)	0.00
CTH Penalty and Interest	0.00	0.00	0.00	0.00
Total Century Townhomes	26,600.00	0.00	(26,600.00)	0.00
Other Revenue				
Penalty	25,386.85	115,000.00	89,613.15	22.08
Dye Test Fees - Plumber	(1,200.00)	0.00	1,200.00	0.00
Dye Test - Application Fees	425.00	2,500.00	2,075.00	17.00
Lien Letter Fees	390.00	2,300.00	1,910.00	16.96
NSF Fees	27.00	300.00	273.00	9.00
Posting Fees -Terminations \$20	16,132.73	25,000.00	8,867.27	64.53
Magistrate & Legal Fees	0.00	4,500.00	4,500.00	0.00
Notice Fee - \$15	(60.00)	15,000.00	15,060.00	(0.40)
Vactor Rental	0.00	750.00	750.00	0.00
Interest Income	0.00	6.25	6.25	0.00
Investment Interest	0.00	300.00	300.00	0.00
Prior Sewage Fee	0.00	2,000.00	2,000.00	0.00
Total Other Revenues	41,101.58	167,656.25	126,554.67	24.52
Total Revenues	\$ 760,526.04	\$ 4,185,656.25	3,425,130.21	18.17
Expenses				
Office Expenses	\$ 1,284.88	\$ 5,750.00	4,465.12	22.35
Billing Expense	19,563.64	72,725.00	53,161.36	26.90
Collection System Supplies	4,004.19	71,800.00	67,795.81	5.58
Equipment	4,367.58	20,365.00	15,997.42	21.45
Maintenance & Repair	6,949.85	139,000.00	132,050.15	5.00
Vehicle Expense	3,018.92	18,600.00	15,581.08	16.23
Utilities	5,161.68	29,870.00	24,708.32	17.28
Wages & Taxes	42,806.43	411,202.00	368,395.57	10.41
Employee Benefits	13,466.48	140,514.00	127,047.52	9.58
Conference & Memberships	285.00	6,450.00	6,165.00	4.42
Professional Services	42,211.79	228,450.00	186,238.21	18.48
Insurance	31,500.00	45,000.00	13,500.00	70.00
WWTP Treatment Charges	0.00	1,066,187.00	1,066,187.00	0.00
Total Operating Expenses	174,620.44	2,255,913.00	2,081,292.56	7.74

For Management Purposes Only

CMA
 Year to Date Income Statement
 Collection Budget to Actual
 For the Two Months Ending February 29, 2020
 Percent of Year 16.67% (2 month /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Total Debt Payments				
Debt Pmt City of Clairton	67,956.32	407,738.00	339,781.68	16.67
Debt Pmt (full bond)	88,127.08	7,665.00	(80,462.08)	1,149.73
Debt Pmt on Collection System	0.00	1,191,754.00	1,191,754.00	0.00
Debt Service Coverage - 10%	0.00	52,809.00	52,809.00	0.00
Debt Pmt WWTP Transfers	198,625.66	0.00	(198,625.66)	0.00
	<u>354,709.06</u>	<u>1,659,966.00</u>	<u>1,305,256.94</u>	21.37
Total Expenses	<u>529,329.50</u>	<u>3,915,879.00</u>	<u>3,386,549.50</u>	13.52
Over/Under Budget	<u>\$ 231,196.54</u>	<u>\$ 269,777.25</u>	<u>38,580.71</u>	85.70

CMA
Cash Account Monthly Summary
As of: February 29, 2020

	<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursements</u>		<u>Ending Balance</u>
Operating Accounts							
10320-T	FN-WWTP Depository	4,910,023.07	\$	1,368,610.97	\$	(889,027.82)	\$ 5,389,606.22
10330-C	FN-Collection Depository	3,052,241.44		362,062.88		(452,051.21)	2,962,253.11
10311-G	FN-Payroll	51,762.72		81,916.01		(78,778.01)	54,900.72
10310-G	FN-Disbursements	201,747.68		310,264.21		(310,264.21)	201,747.68
Reserved Accounts							
10331-C	FN-Collection City Pmts	156,199.99		67,956.32		0.00	224,156.31
10322-T	FN-OPEB	495,658.17		570.35		0.00	496,228.52
10321-T	FN-WWTP Capacity & Capital Im	2,350,003.38		14,844.90		0.00	2,364,848.28
10333-C	Collection Capital Improvement	1,658,203.77		0.00		0.00	1,658,203.77
10332-T	WWTP Debt Coverage	77,956.51		189.13		0.00	78,145.64
	Total FNB Accounts	<u>12,953,796.73</u>	\$	<u>2,206,414.77</u>	\$	<u>(1,730,121.25)</u>	\$ <u>13,430,090.25</u>
Trustee Accounts							
10200-C	WF Series A - Construction	3.06	\$	0.00	\$	0.00	\$ 3.06
10200-T	WF - Series B - Construction	725,573.03		0.00		(10,432.61)	715,140.42
10220-T	WF - Debt Service	333,541.89		594,826.66		0.00	928,368.55
10221-T	WF - Debt Service Reserve	3,263,689.53		0.00		(78,641.40)	3,185,048.13
	Total Trustee Accounts	<u>4,322,807.51</u>	\$	<u>594,826.66</u>	\$	<u>(89,074.01)</u>	\$ <u>4,828,560.16</u>
	Grand Total:	<u>17,276,604.24</u>	\$	<u>2,801,241.43</u>	\$	<u>(1,819,195.26)</u>	\$ <u>18,258,650.41</u>

Report of the Finance Director – March 19, 2020

Century Townhomes – Recent article in the Pittsburgh Post-Gazette on the Bankruptcy

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 year and have had preliminary discussions with the solicitor on how to proceed. **Nothing New to Report.**

Delinquent Accounts shutoffs – In February we sent out 253 - 10- day delinquent notices, 89 properties were posted for shutoff, and 9 accounts were sent over to the water company for shut off and 5 were shut off.

Collections Crew Management and Reporting – The February 2020 report is in your packet.

Energy Fund – In February the fund processed 18 applications, approved 18.

PA American Water – There are no outstanding requests from PA AM water. **Nothing new to report.**

PennVest – Representatives of CMA, KLH Engineers, Peters Creek Sanitary Authority, Jefferson Hills Borough met with PennVest on June 26th for a preapplication meeting. **Nothing new to report.**

Grants – We have submitted grant applications for the Treatment Plant and one for Phase II of the Golden Gate Project. We have not heard of any progress on the approvals. **Nothing new to report.**

HRG Report – We have been assembling information requested by the City of Clairton in an email dated December 12, 2018 for information related to the valuation of the Authority being conducted by Herbert, Rowland & Grubic. This information was submitted to the City on January 11, 2019. A follow up request for some additional information was made on July 25, 2019. It included amortization schedules for the Bond A and Bond B Bond issues. The information was sent the same day. **Nothing new to report.**

PFM Financial Advisors LLC – At the May Board meeting, the Board retained the services of PFM Financial Advisors LLC to perform an analysis to determine an estimated value of the sanitary sewer system. An initial request for information was received on May 14, 2019 and the information was sent on May 17, 2019. **FPM in cooperation with the CMA conducted tours on February 27th and 28th of our facility and each of the three presenters made a presentation to the Board.**

2019 Audit – Maher Duessel was in our office to gather information on the 2019 audit on February 28th and March 2 2020. Due to the virus they will be working remotely for the field work portion of the audit. Staff has responded to their numerous requests for information.

March 2020 Operations and Collections Report

Duperon Update – Duperon is scheduled to be here to replace the plate screen and do testing on March 23. After testing is completed, they will remove the second plate screen and send back to Michigan for modifications that same week.

Dry Run Update – The contractor should be starting within the next few weeks depending on the weather.

PFM – Spent two days with PFM and conducting tours with the three interested parties for purchasing the facility. All three companies complimented us, saying that it's the cleanest facility that they have seen.

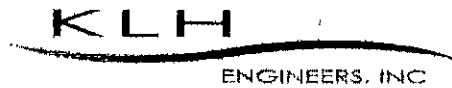
Enviromix – Enviromix and Kappe Associates will be in on March 11th to fix their nozzles in our digesters. All of the digesters will need taken down for repairs with "C" digester being the hardest. While "A" digester is down, I will have Wayne Crouse in here to make repairs to the incoming pipe like they did last year to "B" digester where they had to bore a new hole through the side and install new piping.

On 3/10, I sent three employees to a class on pump operations and maintenance.

On 3/26, Cintas will be here to conduct a four-hour safety class on various topics. Our certified employees will receive some credits towards their licenses from this training.

Envirosight Camera – We've had previous repairs done to our camera head due to it leaking pressure. The camera needs to be pressurized to operate correctly. The last repair we had done was costly and the technician said that we will need a new one next time it starts leaking. We got a quote of \$25,100 for a new camera head (\$23,500) and a set of 8" grease wheels (\$1600). This is obviously a great expense and we are trying to see if there are other options which I doubt but we will do some research. This is just FYI that this expense will be necessary to run the camera equipment.

Clarifiers – Our clarifiers are very old and the metal is becoming very thin. We just recently had a failure where a lot of metal had to be replaced with the help of Wayne Crouse. Our maintenance staff is currently building some replacement arms and parts to try to keep them running a few more years. These clarifiers are the bottleneck of the system and are crucial to meeting our effluent goals. That being said, it isn't in our best interest to have any sort of breakdowns with these in order to maintain compliance with our discharge permit. I'm bringing this up due to the fact that I sometimes hear talk of Phase II construction being postponed or even cancelled. If Phase II is postponed or cancelled, a major overhaul of the four clarifiers will be necessary and expensive.



CLAIRTON MUNICIPAL AUTHORITY

Consulting Engineer's Report

March 19, 2020

ACTIVE ITEMS

State Street Lining and Manhole Rehabilitation

KLH and the Solicitor met with Insituform and State Pipe. It appears approximately \$93,358.82 of work was not complete. We are currently working on negotiating liquidated damages. KLH will be reaching out to Insituform to get an update on their review of our request.

Dry Run Sewer Replacement

A preconstruction meeting was held on February 5th. Work is anticipated to begin in March. KLH has begun to review shop submittals.

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. KLH is working with CMA to submit Golden Gate Phase II for PA Small Water and Sewer Grant funding.

WWTP and Sanitary Sewer Valuation

CMA has requested KLH complete a system valuation of the WWTP, conveyance system, and the City of Clairton collection system. KLH has distributed a draft report to CMA. KLH is requesting CMA review and approval, specifically the financial items.

CDBG Year 44

The contract has been closed out with CMA keeping the \$1,000 retainage to restore the landscaping in the spring. The contractor has not executed closeout documents or contacted KLH since receiving the closeout documents. KLH will be contacting a landscaper to have the property owner concerns addressed.

CDBG Year 45

The CMA has been awarded a 65% construction cost grant up to a maximum lump sum total of \$83,520 for the repair of four (4) level 5 defects throughout the sewer system (four CIPP lining repairs). The total project cost estimate is \$144,341, leaving an estimated CMA Local Share of \$60,821. KLH recommends awarding the contract to Insite Pipe Contracting for an amount of \$56,945.00

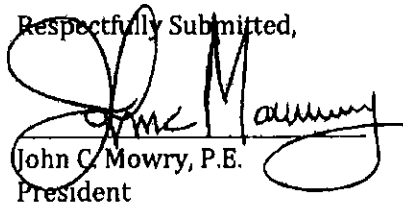
CDBG Year 46

KLH has submitted the pre-application for consideration for CDBG Year 46 grant funding. The applications are under review.

Capital Requisition

Requisition 347-B in the amount of \$6,149 is presented for Board approval.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John C. Mowry". The signature is stylized with large loops and a long horizontal stroke at the end.

John C. Mowry, P.E.
President



March 13, 2020
Ref. No. 273-134

Clairton Municipal Authority
1 North State Street
Clairton PA 15025

**Contract No. 2019-06
CD 45 Project Level 5 Defect Repairs**

Sealed bids were received, opened, and read aloud on Friday, March 13, 2020, at the Steel Rivers COG offices for the above referenced Project. Three (3) bids were received and are included on a Bid Tabulation enclosed for your reference.

The apparent low bidder for the contract is Insight Pipe Contracting, LLC with an apparent low bid of \$56,945.00. A bid bond of 10% in the amount of the bid was enclosed from a Surety Company on the U.S. Treasury approved list. KLH has experience with Insight Pipe Contracting, LLC and believes they are qualified to complete the Project. Their bid was reviewed and is complete.

Therefore, KLH Engineers recommends Contract No. 2019-06, CD 45 Project Level 5 Defect Repairs, be awarded to Insight Pipe Contracting, LLC in the amount of \$56,945.00.

Should you have any questions please contact me.

Very truly yours,

KLH ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Josh Hammaker", written over a white background.

Josh Hammaker, E.I.T.
Project Engineer

Enclosure

cc: Carla Barron, SR COG
John Mowry, P.E.

273-134 Contract Award Recommendation_03.13.20.doc



February 26, 2020

Mr. Jim Hannan
Clairton Municipal Authority
1 North State Street
Clairton, PA 15025

RE: 137 New Jersey Avenue, Clairton, PA 15025 (0657K00230000000)

Dear Mr. Hannan:

The Tri-COG Land Bank ("TCLB") is a multi-jurisdictional land bank authorized by state law and created pursuant to an Intergovernmental Cooperation Agreement ("ICA") amongst its members. The TCLB was created to revitalize neighborhoods by transitioning blighted properties back to reuse.

The TCLB provided notice to all Land Bank Members of their intention to acquire 137 New Jersey Avenue in Clairton and no objections were made. The TCLB acquired the property at the November 2019 Sheriff Sale and in accordance with the Land Bank Act and the ICA, all claims and liens of its Land Bank Members were discharged.

A review of the Public Record suggests there are liens and charges due and owing to the Clairton Municipal Authority for the Property. Pursuant to §2117 of the Land Bank Act the Clairton Municipal Authority may consent to waive all amounts due against the Property and satisfy any lien of record upon acquisition by the Land Bank provided that the Property is unanimously approved for acquisition by its Member taxing bodies.

If Clairton Municipal Authority is agreeable to waive all of its claims and liens due against the Property, please countersign this letter and return it to the TCLB. Please respond to this request within 30 days of the date of the letter.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "An Lewis", written in a cursive style.

An Lewis
Executive Director

I, _____ (name), _____ (position) of Clairton Municipal Authority hereby
acknowledge the Clairton Municipal Authority agrees to waive all taxes, tax claims and municipal claims due against 137
New Jersey Avenue, Clairton, PA 15025 (0657K00230000000) and acknowledge by my signature below that I am
authorized to do so.

Date _____ Signature _____

Date of Clairton Municipal Authority Board Approval: _____

Model Uniforms, LLC

100 3rd Street
Charleroi, Pa 15022

2450 Edison Blvd.
Twinsburg, OH 44087

Customer: <u>CLARKTON MUNICIPAL AUTHORITY</u>			Date of Execution:	
Billing Address: <u>1 NORTH STATE STREET</u>			Payment Type: <input type="checkbox"/> COD, <input checked="" type="checkbox"/> Credit, <input type="checkbox"/> ACH	
City: <u>CLARKTON</u>	State: <u>PA</u>	Zip: <u>15025</u>	Agreement Type: <input type="checkbox"/> New, <input checked="" type="checkbox"/> Renewal	
Telephone: <u>412-233-2246</u>	Fax:	Email:		

Garment Rental Items & Pricing

SKU#	Garment Description	✓FR	✓CBL	Unit Price (garment)	Inv.	Weekly Rental Rate (unit price x Inv.)	Qty (# wearers)	Total (Qty x rental rate)
JT50EC	JACKET blend Hi-vis.			1.0100	2	2.02		
PT88	PANT CARGO			0.3600	11	3.96		
Z9MP	T-SHIRT blend			0.2400	11	2.64		
SY06YE	T-SHIRT Hi-vis. yellow			0.2400	11	2.64		
SP14/24	SHIRT blend			0.2400	11	2.64		
CS412	POLO SHIRT			0.4000	11	4.40		
Z63Y	PANT EXE.			0.4000	11	4.40		
	Energy/Service							6.95

Garment Program Options

Accept One: Model One Rate Garment Guard

Plan Types	Garment Guard	Model One Rate
Plan Features:		
Free Replacement of Damaged or Destroyed Garments	✓	✓
No Restock Fees		✓
No Setup Fees		✓
Free Name & Company Emblems		✓

GARMENT PROGRAM OPTIONS. Model offers two exclusive one rate billing programs. Garment Guard is a damage waiver program which indemnifies the customer from the cost of replacing garments that have become unusable through misuse or neglect, or destroyed by work hazard fire, paint, contaminants, or otherwise. Model One Rate is an additional layer coverage plan. Under this program customers receive the same benefits of the Garment Guard program in addition to receiving no garment restock fees, no garment set up fees and no emblem fees. If selected, these programs apply only within the terms and parameters of this agreement.

Facility Service Items

Entrance Mats				
Size	Freq.	Qty	Unit Price	Total
3'x5' (Chocolate, Dk Granite, Blk Mink)	Wkly, Eow			
4'x6' (Chocolate, Dk Granite, Blk Mink)	Wkly, Eow			
3'x10' (Chocolate, Dk Granite, Blk Mink)	Wkly, Eow			
Logo Mat:	Wkly, Eow			
3x5 Scraper / 3x5 Comfort Flow	Wkly, Eow, NC			
Miscellaneous Rental Items				
Item	Qty	✓ARC	Unit Price	Total

CUSTOM MERCHANDISE. Nonstandard, custom, or direct embroidered merchandise is unique to Customer. When such an item is rented from Company, Customer agrees to pay a unit charge. (Custom Garment Lease- COL) per garment per week. This weekly charge will remain the same for the term of this Agreement unless additional custom items are requested, and then the charge will increase proportionally by the amount of merchandise requested. Company agrees to stock all out of service merchandise, and if they can be re-used by Customer, merchandise will be placed back into service. In the event Customer decides to remove any custom merchandise from this Agreement, or term/notes this Agreement for any reason, Customer will purchase at the time of deletion or termination all remaining custom merchandise that Company has in service and held in inventory at the current replacement cost.

FLAME RESISTANT MERCHANDISE. Customer acknowledges that, unless otherwise designated herein as Flame Resistant ("FR") merchandise, all merchandise supplied is for general occupational use and affords no special wear protections, and hereunder are not designed or recommended for use in areas which include exposure to sources of ignition or to hazardous chemicals. Customer agrees to notify all individuals using merchandise of the same. Should merchandise be designated FR, Customer acknowledges that FR merchandise is designed to provide protection against clothing ignition and sustained flame spread by self-extinguishing upon removal from the flame. The insulation value or thermal protection is a property that further reduces injury potential. FR merchandise will not provide significant protection from burn injury in the immediate area of high heat contact and protection can be negated by exposure due to thermal transfer through the fabric and/or destruction of fabric in the area of exposure. FR merchandise is designed for secondary protection and to be worn continuously in the work place, and not for occasional primary protection or for wear in the performance of certain duties. Customer agrees to indemnify Company against all claims, damages and expenses arising out of claims involving the flammability or chemical damage resistance of the rented merchandise. Customer agrees to notify all individuals using FR merchandise of the same.

The additional provisions set forth on the reverse side are a part of this agreement and are incorporated by reference.

Customer Signature _____

Print Name _____ Title _____

Model Rep. *[Signature]*

Accepted By _____

UNIFORM SERVICE AGREEMENT TERMS AND CONDITIONS

REQUIREMENTS SUPPLIED. The undersigned ("Customer") orders from Model Uniforms, LLC. ("Company") garment rental garment services and other rental services for all of Customer's garment rental and related rental requirements during the term of this Agreement at the prices and on the conditions outlined herein. All rented merchandise supplied to Customer remains the property of Company unless otherwise specified. Customer shall advise Company from time to time of changes in Customer's garment rental service requirements. Additional personnel, products, unit quantities shall be added to this Agreement upon written or verbal request by Customer at Company's standard prices then in effect.

WEEKLY SERVICE CHARGE. All weekly service charges are based upon the total rented merchandise and other fees as detailed and covered by this Agreement, and may change as the amount of merchandise and related fees increase or decrease. A decrease in the weekly service charge will only take effect once all garments or other related rental products no longer needed or the replacement value thereof have been returned and received by Company. Customer agrees that the minimum weekly charge for the term of this Agreement will be the greater of 80% of the Agreement value at the time the Agreement goes into effect or \$35.00. Each garment returned will be subject to Company's current restocking fee unless Model One Rate is selected and applies. Customer acknowledges that prices are based on 52 weeks of service per year and that no credit will be issued for sick time, FMLA, vacation, personal time, temporary suspension and/or period of closings. On each succeeding anniversary date of this agreement, prices then in effect may be increased by the Consumer Price Index for the preceding one-year period or 7%, whichever is greater.

PAYMENT. Customer agrees to make payments within _____ days (30 if not specified) of invoice receipt. A late fee of 1 1/2% per month (18% per Annum) of the amount in arrears may be charged. Customer's charge status and/or payment term is contingent upon continuing credit worthiness and invoices being in good standing and may be revoked at Company's discretion. Company reserves the right to suspend all service upon 7 days written notice to Customer if Customer's payment is 60 days in arrears and until said arrearages are satisfied. Company further reserves the right to terminate this Agreement if Customer's payments are 90 days in arrears by giving written notice to Customer. Customer agrees that upon such termination, Customer is bound by the terms and conditions of "Remedies and Liquidated Damages" as indicated below.

TERM AND RENEWAL. This Agreement is effective as of the date of execution, and shall remain in effect for a period of ^{36 M}~~60~~ months. This Agreement shall automatically renew for a like term unless Company or Customer is ~~continually notified, in writing sent by certified, United States mail, at least 60 days prior to the expiration of the then current term.~~ ⁵⁷⁷

MERCHANDISE AND PERFORMANCE GUARANTEE. COMPANY EXPRESSLY GUARANTEES AND WARRANTS THAT IT WILL PROVIDE THE HIGHEST QUALITY AVAILABLE TEXTILE GARMENTS, MATERIALS AND SERVICE. All merchandise will be cleaned and maintained by Company, except as otherwise provided herein. Any merchandise that requires replacement due to normal wear will be replaced by Company at no charge to Customer, excluding any applicable customization, personalization and/or set-up charges. Customer agrees not to contaminate any merchandise with asbestos, heavy metals, solvents, inks, acids, or other hazardous and/or toxic substances ("contaminants"). Customer agrees to notify Company of any merchandise affected or soiled by hazardous materials and/or contaminants, and Company reserves the right to refuse for cleaning, maintenance, and/or service such merchandise. In the event the rented merchandise is lost, stolen, becomes unusable through misuse or neglect, or is destroyed by fire, paint, contaminants, or otherwise, Customer shall reimburse Company for Company's then replacement cost of said merchandise, subject to any applicable terms and conditions of the Garment Guard or Model One Rate programs if selected and applicable.

OBLIGATIONS. Customer certifies that this agreement does not infringe upon any existing contract between Customer and another uniform rental service. Moreover, the undersigned hereby certifies that the representatives of Company have not, in any way, encouraged, induced or persuaded the undersigned to do so under circumstances that would violate the legal rights of any other person, firm, or corporation. In that regard, Customer shall indemnify and hold Company harmless for any loss, damage, cost or expense incurred due to a breach of a contractual obligation by Customer.

REMEDIES AND LIQUIDATED DAMAGES. If customer terminates prior to expiration of the above term or otherwise breaches the terms and conditions of this Agreement, Customer shall pay, as liquidated damages and not as a penalty, to Company an amount equal to 50% of the aggregate weekly service charges then in effect for the remainder of the term, and shall further purchase the merchandise at Company's replacement costs then in effect. Customer shall also be responsible for any unpaid charges, arrears, account balances, and/or late fees on Customer's account at the time of termination. All costs, including reasonable attorney's fees, incurred by Company in enforcing its rights, hereunder will be paid by Customer. Neither party shall be liable for any incidental, consequential, or punitive damages.

ASSIGNMENT. Company may assign this Agreement to any third party in its sole discretion. Customer may only assign this Agreement to any parent company, subsidiary company, or other third party upon obtaining prior written consent by and from Company. Unless otherwise ordered, directed, or decreed by a court of competent jurisdiction, Customer agrees that in the event it sells, transfers, or otherwise disposes of its business, liabilities and/or assets for any reason, it will require said acquiring party to assume all obligations and responsibilities of this Agreement. This Agreement shall be binding upon and shall continue to the benefit of the parties hereto, their heirs, administrators, executors, successors or assigns, and supersedes any prior arrangement, agreement or understanding relating to the subject matter of this agreement.

ENTIRE AGREEMENT AND EXECUTION IN PARTS. Customer and Company hereby acknowledge that this Agreement represents the entire agreement between them. Customer and Company further agree that it may be executed in several parts, and that the combination thereof shall constitute the whole.

GOVERNING LAW, JURISDICTION AND VENUE. Customer and Company agree that the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania then in effect, and that any and all disputes, claims, and legal actions shall be submitted to the Court of Common Pleas of Washington County, Pennsylvania for resolution. Customer agrees that any such dispute shall be considered on an individual basis, and shall not be consolidated or joined with any other matter, claim, or controversy, including class action matters. All parties hereby waive any right to trial by jury.

INDEMNIFICATION. CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY CLAIMS ARISING OUT OF OR ASSOCIATED WITH THE USE OF ALL PRODUCTS, INCLUDING ANY AND ALL CLAIMS ALLEGEDLY ARISING FROM DEFECTS.

SEVERABILITY. In the event any portion of this Agreement is held by a court of competent jurisdiction to be unenforceable, the balance shall remain in effect.

CUSTOMER HEREBY ACKNOWLEDGES THAT THE WITHIN UNIFORM SERVICE AGREEMENT TERMS AND CONDITIONS HAVE BEEN READ, UNDERSTOOD, AND ACCEPTED:

Customer Rep. Initials: _____ Model Uniforms Rep. Initials: STA Date: _____
Date: _____ Model Uniforms Corp. Initials: _____ Date: _____