

# CLAIRTON MUNICIPAL AUTHORITY

## BOARD OF DIRECTORS MEETING

May 21, 2020

Meeting called to order at 6:00 PM by Jim Cerqua.

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Executive Session was held at 5:00 P.M. until 6:00 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 Secrest, Superintendent
- Jim Hannan, P.E., Finance Director
- Gary Matta, Solicitor
- Joe DelFonso, 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](http://www.clairtonmunicipalauthority.org). Public comments were solicited through a special e-mail response set up at [info@ClairtonMunicipalAuthority.org](mailto:info@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.

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Doug Ozvath moved, and Nick Nickolich seconded the motion to approve the minutes from the April 16, 2020 Board Meeting. The motion carried 5-0.

Sue Vigliotti moved, and Nick Nickolich seconded the motion to approve the paying of the bills from April 17, 2020 – May 21, 2020. The motion carried 5-0. Mr. Nickolich abstained on the Nickolich Sanitation invoice.

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

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

John Vitullo moved, and Nick Nickolich seconded the motion to approve the Customer Service Agreement with Air Technologies to provide maintenance, parts, and service to maintain the treatment plant air compressor for 2 years at an annual cost of \$7,990.20. The motion carried 5-0.

Doug Ozvath moved, and John Vitullo seconded the motion to authorize KLH Engineers to advertise for the replacement of the monorail crane roof. The motion carried 5-0.

Doug Ozvath moved, and Sue Vigliotti seconded the motion to approve Change Order Number 6 to contract 2018-02 State Street Sanitary Sewer Lining and Manhole Rehabilitation. Final Adjusting Change Order for heavy cleaning. Net decrease in contract price of \$15,000.00. The motion carried 5-0.

Sue Vigliotti moved, and Doug Ozvath seconded the motion to approve Change Order Number 7 to contract 2018-02 State Street Sanitary Sewer Lining and Manhole Rehabilitation. Final Adjusting Change Order. Net decrease in contract price of \$93,358.82. The motion carried 5-0.

Nick Nickolich moved, and John Vitullo seconded the motion to approve the General Release and Settlement Agreement between the Clairton Municipal Authority and Insituform Technologies, LLC. Motion carried 5-0.

John Vitullo moved, and Nick Nickolich seconded the motion to approve the request submitted by John Mowry of KLH Engineers for Requisition #349-B in the amount of \$18,744.00. Motion carried 5-0.

Sue Vigliotti moved, and John Vitullo seconded the motion to approve Resolution No. 05212020 requesting a PA Small Water and Sewer Grant in the amount of \$242,702.00

John Vitullo moved, and Nick Nickolich seconded the motion to adjourn at 6:18 PM. The motion carried 5-0.

  
SECRETARY

**CLAIRTON MUNICIPAL AUTHORITY**

BOARD OF DIRECTORS

Regular Monthly Meeting

Thursday May 21, 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 April 16, 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
  - a. Motion to approve the Customer Service Agreement with Air Technologies to provide maintenance, parts, and service to maintain the treatment plant air compressor for 2 years at an annual cost of \$7,990.20.
  - b. Motion to authorize KLH Engineers to advertise for the replacement to the monorail crane roof.
8. Engineer's Report
  - a. Motion to approve Change Order Number 6 to Contract 2018-02 State Street Sanitary Sewer Lining and Manhole Rehabilitation. Final Adjusting Change Order heavy cleaning. Net decrease in Contract Price of \$15,000.00.
  - b. Motion to approve Change Order Number 7 to Contract 2018-02 State Street Sanitary Sewer Lining and Manhole Rehabilitation. Final Adjusting Change Order net decrease in Contract Price of \$93,358.82.
  - c. Motion to approve the General Release and Settlement Agreement between the Clairton Municipal Authority and Insituform Technologies, LLC.
  - d. Motion to approve the request submitted by John Mowry of KLH, for Requisition #349B in the amount of \$18,744.00.
9. Solicitor's Report
10. New Business
11. Old Business

Motion to Adjourn

**CMA**  
**MEETING Check Register**  
**For the Period From Apr 24, 2020 to May 21, 2020**

Filter Criteria Includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
7097	5/4/20	AIRGAS USA, LLC	10310-G	256.22
7098	5/4/20	Applied Maintenance	10310-G	728.81
7099	5/4/20	COLUMBIA GAS OF	10310-G	267.19
7100	5/4/20	COMCAST BUSINES	10310-G	452.46
7101	5/4/20	DE LAGE LANDEN F	10310-G	110.00
7102	5/4/20	EASTERN LIFT TRU	10310-G	53,725.00
7103	5/4/20	ELIZABETH ELECTR	10310-G	91.60
7104	5/4/20	FARNHAM & PFILE	10310-G	260.19
7105	5/4/20	FAYETTE WASTE L	10310-G	93.71
7106	5/4/20	FISHER SCIENTIFIC	10310-G	185.28
7107	5/4/20	GRAINGER	10310-G	205.87
7108	5/4/20	HACH COMPANY	10310-G	4,660.95
7109	5/4/20	HENDERSON PEST	10310-G	225.00
7110	5/4/20	LINK COMPUTER C	10310-G	1,244.55
7111	5/4/20	Madison National Life	10310-G	1,580.82
7112	5/4/20	MAHER DUESSEL	10310-G	5,100.00
7113	5/4/20	Municipal Finance Pa	10310-G	4,500.00
7114	5/4/20	MyBFFSocial LLC	10310-G	300.00
7115	5/4/20	NICKOLICH SANITA	10310-G	25,026.07
7116	5/4/20	OVIVO USA, LLC	10310-G	2,567.70
7117	5/4/20	PA AMERICAN WAT	10310-G	1,156.68
7118	5/4/20	PEOPLES NATURAL	10310-G	524.55
7119	5/4/20	Pioneer Research	10310-G	641.60
7120	5/4/20	PRECISION COPY P	10310-G	490.08
7121	5/4/20	Quill.com	10310-G	639.85
7122	5/4/20	RC WALTER & SON	10310-G	139.16
7123	5/4/20	SHILOH SERVICE, I	10310-G	859.25
7124	5/4/20	SNYDER BROTHER	10310-G	172.48
7125	5/4/20	UNITED LABS	10310-G	394.94
7126	5/4/20	UNIVAR USA	10310-G	1,870.00
7127	5/4/20	USA BLUE BOOK	10310-G	235.41
7128	5/4/20	VERIZON WIRELES	10310-G	223.42

**CMA**  
**MEETING Check Register**  
**For the Period From Apr 24, 2020 to May 21, 2020**

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Check #	Date	Payee	Cash Account	Amount
7129	5/4/20	Web-Makeovers	10310-G	100.00
7130	5/4/20	WEX BANK	10310-G	1,292.30
7131	5/4/20	WHEELING AND LA	10310-G	4,450.00
7132	5/21/20	AIRGAS USA, LLC	10310-G	134.95
7133	5/21/20	AMERICAN WATER	10310-G	330.00
7134	5/21/20	Applied Maintenance	10310-G	189.84
7135	5/21/20	AQUA FILTER FRES	10310-G	39.10
7136	5/21/20	C. GREGG BOYCE	10310-G	200.00
7137	5/21/20	CINTAS	10310-G	221.57
7138	5/21/20	COLUMBIA GAS OF	10310-G	426.51
7139	5/21/20	COMCAST	10310-G	1,473.82
7140	5/21/20	JAMES M. COX	10310-G	101.52
7141	5/21/20	CRAWFORD ELLEN	10310-G	712.50
7142	5/21/20	DE LAGE LANDEN F	10310-G	115.50
7143	5/21/20	DRNACH ENVIRON	10310-G	4,985.00
7144	5/21/20	DTI Development	10310-G	3,000.00
7145	5/21/20	DUQUESNE LIGHT	10310-G	27,067.86
7146	5/21/20	FARNHAM & PFILE	10310-G	188.39
7147	5/21/20	FISHER SCIENTIFIC	10310-G	114.50
7148	5/21/20	FNB Commercial Cre	10310-G	1,513.48
7149	5/21/20	HOMECRAFT BUILD	10310-G	465.50
7150	5/21/20	IEH AUTO PARTS LL	10310-G	182.27
7151	5/21/20	KC AUTO AND TRU	10310-G	95.00
7152	5/21/20	KLH ENGINEERS, IN	10310-G	7,612.75
7153	5/21/20	Madison National Life	10310-G	1,580.82
7154	5/21/20	Matheson Tri-Gas	10310-G	66.75
7155	5/21/20	MEIT	10310-G	27,465.36
7156	5/21/20	MODEL UNIFORMS	10310-G	491.12
7157	5/21/20	MONONGAHELA VA	10310-G	178.00
7158	5/21/20	NSS LIFE	10310-G	1,783.00
7159	5/21/20	PA AMERICAN WAT	10310-G	99.64
7160	5/21/20	PASTORE PLUMBIN	10310-G	1,000.00

**CMA**  
**MEETING Check Register**  
**For the Period From Apr 24, 2020 to May 21, 2020**

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Check #	Date	Payee	Cash Account	Amount
7161	5/21/20	PENNSYLVANIA ON	10310-G	91.10
7162	5/21/20	PEOPLES NATURAL	10310-G	496.49
7163	5/21/20	Precision Industrial C	10310-G	79.99
7164	5/21/20	R. C. SYSTEMS INC.	10310-G	633.93
7165	5/21/20	RONDINELLI, DEBO	10310-G	500.00
7166	5/21/20	SkillWorks	10310-G	378.00
7167	5/21/20	WAYNE CROUSE, I	10310-G	<u>4,402.08</u>
<b>Total</b>				<u><u>203,187.48</u></u>

CMA  
 Year to Date Income Statement  
 WWTP Budget to Actual  
 For the Four Months Ending April 30, 2020  
 Percent of Year 33% (4 months / 12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Clairton Collecti/Debt Service	\$ 397,251.32	\$ 1,191,696.00	794,444.68	33.33
Jefferson Hills Debt Service	309,548.64	928,646.00	619,097.36	33.33
Petersan WWTP Debt Service	267,035.52	801,107.00	534,071.48	33.33
South Park Debt Service	48,133.84	144,402.00	96,268.16	33.33
<b>Total Debt Service Revenues</b>	<b>1,021,969.32</b>	<b>3,065,851.00</b>	<b>2,043,881.68</b>	<b>33.33</b>
Clairton Collec/Operation/Main	312,060.00	1,191,754.00	879,694.00	26.18
Jefferson Hills Operation/Main	528,460.00	928,691.00	400,231.00	56.90
Petersan Operation/Maint	625,980.00	801,146.00	175,166.00	78.14
South Park Operation/Maint	125,980.00	144,409.00	18,429.00	87.24
<b>Total Consumption Revenues</b>	<b>1,592,480.00</b>	<b>3,066,000.00</b>	<b>1,473,520.00</b>	<b>51.94</b>
<b>Other Revenue</b>				
Sludge Acceptance	40,358.55	140,000.00	99,641.45	28.83
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	15,121.05	12,000.00	(3,121.05)	126.01
Investment Interest	(65,111.69)	80,000.00	145,111.69	(81.39)
Capacity Fees	16,989.00	50,000.00	33,011.00	33.98
<b>Total Other Revenues</b>	<b>7,367.46</b>	<b>294,000.00</b>	<b>286,632.54</b>	<b>2.51</b>
<b>Total Revenues</b>	<b>\$ 2,621,816.78</b>	<b>\$ 6,425,851.00</b>	<b>3,804,034.22</b>	<b>40.80</b>
<b>Expenses</b>				
Office Expenses	\$ 2,799.11	\$ 13,250.00	10,450.89	21.13
Treatment Supplies & Chemicals	56,840.67	103,100.00	46,259.33	55.13
Treatment Sludge Disposal	102,630.96	315,000.00	212,369.04	32.58
Flow Monitoring Data & Fees	44,327.40	144,000.00	99,672.60	30.78
Equipment	76,494.83	265,600.00	189,105.17	28.80
Maintenance & Repair	29,065.56	202,450.00	173,384.44	14.36
Vehicle Expense	4,357.03	27,000.00	22,642.97	16.14
Utilities	144,453.94	393,800.00	249,346.06	36.68
Wages & Taxes	311,992.15	825,746.00	513,753.85	37.78
Employee Benefits	113,480.03	421,050.00	307,569.97	26.95
Conference & Memberships	1,449.36	33,200.00	31,750.64	4.37
Professional Services	102,426.74	147,538.00	45,111.26	69.42
Insurance	73,478.00	110,000.00	36,522.00	66.80
<b>Total Operating Expenses</b>	<b>1,063,795.78</b>	<b>3,001,734.00</b>	<b>1,937,938.22</b>	<b>35.44</b>
<b>Total Debt Payments</b>				
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
<b>Total Debt Payments</b>	<b>0.00</b>	<b>3,372,412.00</b>	<b>3,372,412.00</b>	<b>0.00</b>
<b>Total Expenses</b>	<b>1,063,795.78</b>	<b>6,374,146.00</b>	<b>5,310,350.22</b>	<b>16.69</b>
<b>Over/Under Budget</b>	<b>\$ 1,558,021.00</b>	<b>\$ 51,705.00</b>	<b>(1,506,316.00)</b>	<b>3,013.29</b>

For Management Purposes Only

CMA  
 Year to Date Income Statement  
 Collection Budget to Actual  
 For the Four Months Ending April 30, 2020  
 Percent of Year 33% (4 month /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
<b>Revenues</b>				
Residential Flat Rate	\$ 557,626.10	\$ 1,658,400.00	1,100,773.90	33.62
Commerical Flat Rate	50,425.48	178,000.00	127,574.52	28.33
Alleg Housing Flat Rate	38,400.00	115,200.00	76,800.00	33.33
School Flat Rate	7,200.00	21,600.00	14,400.00	33.33
USS Flat Rate	286,600.00	859,800.00	573,200.00	33.33
<b>Total Debt Service Revenues</b>	<b>940,251.58</b>	<b>2,833,000.00</b>	<b>1,892,748.42</b>	<b>33.19</b>
<b>Total Consumption Revenues</b>	<b>449,029.34</b>	<b>1,185,000.00</b>	<b>735,970.66</b>	<b>37.89</b>
<b>Total Consumption Revenues</b>	<b>\$ 449,029.34</b>	<b>\$ 1,185,000.00</b>	<b>735,970.66</b>	<b>37.89</b>
<b>CTH Consumption Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>	<b>0.00</b>
CTH Debt Service Revenues	53,200.00	0.00	(53,200.00)	0.00
CTH Penalty and Interest	0.00	0.00	0.00	0.00
<b>Total Century Townhomes</b>	<b>53,200.00</b>	<b>0.00</b>	<b>(53,200.00)</b>	<b>0.00</b>
<b>Other Revenue</b>				
Penalty	52,886.96	115,000.00	62,113.04	45.99
Dye Test Fees - Plumber	(1,000.00)	0.00	1,000.00	0.00
Dye Test - Application Fees	1,425.00	2,500.00	1,075.00	57.00
Lien Letter Fees	1,080.00	2,300.00	1,220.00	46.96
NSF Fees	120.00	300.00	180.00	40.00
Posting Fees -Terminations \$20	26,057.73	25,000.00	(1,057.73)	104.23
Magistrate & Legal Fees	265.50	4,500.00	4,234.50	5.90
Notice Fee - \$15	(105.00)	15,000.00	15,105.00	(0.70)
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	171.19	2,000.00	1,828.81	8.56
<b>Total Other Revenues</b>	<b>80,901.38</b>	<b>167,656.25</b>	<b>86,754.87</b>	<b>48.25</b>
<b>Total Revenues</b>	<b>\$ 1,523,382.30</b>	<b>\$ 4,185,656.25</b>	<b>2,662,273.95</b>	<b>36.40</b>
<b>Expenses</b>				
Office Expenses	\$ 2,771.49	\$ 5,750.00	2,978.51	48.20
Billing Expense	24,982.46	72,725.00	47,742.54	34.35
Collection System Supplies	6,389.75	71,800.00	65,410.25	8.90
Equipment	4,628.91	20,365.00	15,736.09	22.73
Maintenance & Repair	7,009.85	139,000.00	131,990.15	5.04
Vehicle Expense	5,480.66	18,600.00	13,119.34	29.47
Utilities	9,168.08	29,870.00	20,701.92	30.69
Wages & Taxes	86,599.75	411,202.00	324,602.25	21.06
Employee Benefits	27,810.56	140,514.00	112,703.44	19.79
Conference & Memberships	405.24	6,450.00	6,044.76	6.28
Professional Services	70,785.79	228,450.00	157,664.21	30.99
Insurance	31,500.00	45,000.00	13,500.00	70.00
WWTP Treatment Charges	312,060.00	1,066,187.00	754,127.00	29.27
<b>Total Operating Expenses</b>	<b>589,592.54</b>	<b>2,255,913.00</b>	<b>1,666,320.46</b>	<b>26.14</b>

For Management Purposes Only



CMA  
 Year to Date Income Statement  
 Collection Budget to Actual  
 For the Four Months Ending April 30, 2020  
 Percent of Year 33% (4 month /12 months)

	Current Year Actual	Current Year Budget	Remaining Amount	Percent Expended
Total Debt Payments				
Debt Pmt City of Clairton	169,890.80	407,738.00	237,847.20	41.67
Debt Pmt (full bond)	176,254.16	7,665.00	(168,589.16)	2,299.47
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	397,251.32	0.00	(397,251.32)	0.00
<b>Total Debt Payments</b>	<b>743,396.28</b>	<b>1,659,966.00</b>	<b>916,569.72</b>	<b>44.78</b>
<b>Total Expenses</b>	<b>1,332,988.82</b>	<b>3,915,879.00</b>	<b>2,582,890.18</b>	<b>34.04</b>
<b>Over/Under Budget</b>	<b>\$ 190,393.48</b>	<b>\$ 269,777.25</b>	<b>79,383.77</b>	<b>70.57</b>

CMA  
Cash Account Monthly Summary  
As of: April 30, 2020

	<u>Beginning Balance</u>		<u>Deposits</u>		<u>Disbursements</u>		<u>Ending Balance</u>
<b>Operating Accounts</b>							
10320-T FN-WWTP Depository	5,151,148.28	\$	464,431.87	\$	(453,780.38)	\$	5,161,799.77
10330-C FN-Collection Depository	2,957,575.72		394,763.02		(562,795.70)		2,789,543.04
10311-G FN-Payroll	83,557.30		101,280.87		(124,769.44)		60,068.73
10310-G FN-Disbursements	205,956.56		172,136.21		(201,367.38)		176,725.39
<b>Reserved Accounts</b>							
10331-C FN-Collection City Pmts	292,112.63		33,978.16		0.00		326,090.79
10322-T FN-OPEB	496,881.09		428.82		0.00		497,309.91
10321-T FN-WWTP Capacity & Capital Im	2,372,815.94		2,047.77		0.00		2,374,863.71
10333-C Collection Capital Improvement	1,658,203.77		0.00		0.00		1,658,203.77
10332-T WWTP Debt Coverage	78,248.41		67.53		0.00		78,315.94
Total FNB Accounts	<u>13,296,499.70</u>	\$	<u>1,169,134.25</u>	\$	<u>(1,342,712.90)</u>	\$	<u>13,122,921.05</u>
<b>Trustee Accounts</b>							
10200-C WF Series A - Construction	3.06	\$	0.00	\$	0.00	\$	3.06
10200-T WF - Series B - Construction	709,436.88		501.66		(10,232.12)		699,706.42
10220-T WF - Debt Service	1,226,425.90		297,853.25		0.00		1,524,279.15
10221-T WF - Debt Service Reserve	3,177,349.90		16,392.84		0.00		3,193,742.74
Total Trustee Accounts	<u>5,113,215.74</u>	\$	<u>314,747.75</u>	\$	<u>(10,232.12)</u>	\$	<u>5,417,731.37</u>
Grand Total	<u>18,409,715.44</u>	\$	<u>1,483,882.00</u>	\$	<u>(1,352,945.02)</u>	\$	<u>18,540,652.42</u>

April Sewer Billing Report  
Sewer Receivables

COLLECTION SYSTEM BILLING SUMMARY

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted R Receipts
ALLFI	Allegheny Housing Flat (Wylie)	8,050.00	0	0	0	0	0	-8,050.00
ALLFZ	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	660	226.79	0	0	-26,605.00
COLLE	Metered Sewer Collection	123,923.67	-656.49	1,649.17	3,909.14	0	0	-116,680.27
COMF	Commercial Sewer Flat Rate	14,620.09	0	259	874.58	0	0	-11,399.26
RESF	Residential Sewer Flat Rate	140,168.54	-3,985.72	2,680.41	4,803.03	0	0	-126,966.62
PRIOR	Prior Balances	0	0	0	0.02	0	0	-341.38
SSRF	School Sewer Flat Rate	1,800.00	0	90	0	0	0	0
USSF	USSF 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	0
	Sewer Receivables Totals	375,078.30	-4,642.21	5,338.58	9,813.56	0	0	214.08
								-363,258.53

Sewer Direct

Service	Description	Charges	Adjustments	Penalties	Interest	Discounts	Refunds	Adjusted R Receipts
NSF Fee	NSF Fee	0	75	0	0	0	0	-150
POST	Posting Fee - Shut Offs	0	6,130.00	0	0	0	0	-2,919.33
TurnOff	Water Turn Off Fee	0	-30	0	0	0	0	-90
TurnOn	Turn On Fee	0	-30	0	0	0	0	-90
Magistrate & Legal Fees	Magistrate & Legal Fees	0	265.5	0	0	0	0	0
NOTICE	10-Day Delinquent Notice	0	-45	0	0	0	0	-106.99
Dollar Energy Fund Discount	Dollar Energy Fund Discount CMA	-554	0	0	0	0	0	0
	Sewer Direct Totals	-554	6,365.50	0	0	0	0	-3,356.32

Sewer Summary

Previous Ending Balance	1,687,879.41
Charges	374,524.30
Adjustments	1,723.29
Penalties	5,338.58
Interest	9,813.56
Discounts	0
Refunds	0
Adjusted Receipts	214.08
Receipts	-366,614.85
Current Balance	1,712,878.37
Total Receipts	-366,400.77

## Report of the Finance Director – May 21, 2020

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

**Delinquent Accounts shutoffs –** In April we sent out 341 - 10- day delinquent notices, 0 properties were posted for shutoff, and 0 accounts were sent over to the water company for shut off and 0 were shut off. This was due to the Moratorium on shutoffs due to the Covid-19 Virus.

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

**\$Energy Fund –** In March, the fund processed 2 applications, approved 0. This low number was due to \$Energy Fund was not operating due to the virus for most of the month of April.

**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 26<sup>th</sup> 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 received requests for clarification on some of the application for the Golden Gate Project which were provided with nothing new on the Treatment Plant Grant Proposal. **We received requests for some clarification for the H2O grant we submitted in December 2019. These were responded to.**

**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. PFM in cooperation with the CMA conducted tours on February 27<sup>th</sup> and 28<sup>th</sup> of our facility and each of the three presenters made a presentation to the Board. **Nothing new to report.**

**2019 Audit –** Maher Duessel has provided a draft of the 2019 audit for staff's review on April 5, 2020. We have provided comments and Maher Duessel will discuss the results of the audit during the April workshop meeting. **We have received copies of the 2019 Audit by email on April 29<sup>th</sup>. Copies were sent to Wells Fargo as required by our trust indenture.**



### iPartner 2019 - Pennsylvania Grants to Customers

Company		4/1/2020 - 4/30/2020						Date
Process #	Last, First Name	Account #	Fund Amount	Utility Amount	County Amount	Offer Amount		
5339			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7655			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Summary</b>								
App. Count	Grant Count	Total Grant	Fund Amount	Utility Amount	County Amount	Other Amount		
2	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

## May 2020 Operations and Collections Report

Duperon Update – Duperon and their subcontractors started installing the improved plate screen on may 12<sup>th</sup>. They have their own safety precautions in place for COVID-19, and were assigned an area for staging and their own restroom for social distancing from our employees. They will be onsite for 3-5 weeks for testing the new equipment, removing the second plate screen to be sent back for improvements, and employee training.

Dry Run Update – The contractors have started on Dry Run, some unknown obstacles have popped up but everything is moving forward. KLH will also comment on this.

Covid Update – All employees have received 7 washable face coverings, additional cleaning measures are still being completed, and the staggered work schedules continue. I applied for washable masks thru an organization called Pennsylvania's Water/Wastewater Agency Response Network (PA Warn) where we received 80 washable masks for no charge.

KLH put together the bids for our annual emergency repair contract, the bid opening for that is scheduled for June 4<sup>th</sup>.

I have KLH looking into replacing the roof over the monorail system. It leaks pretty bad and is made of fiberglass which has broken down from the sun over the years. I'd like it replaced with steel, and KLH is estimating costs around \$50,000. We would need a motion to put this out for bid if the monies are available.

It's only May, but I'm starting to think about new hires for 2021. I'm expecting 3-4 people to possibly retire and I'd like to have new employees in place before they leave for training purposes. I'd like to hire people that are certified operators and have some lab experience.

I need a motion to approve a 2 year PM Agreement with AIR Technologies for the maintenance of the plant compressor that provides mixing to all of the digesters. The cost is \$7990.20 per year for two years. The Solicitor looked at the agreement and had no issues.



724-327-2818

310 Plum Industrial Court  
Pittsburgh, PA 15239  
Fax-724-327-2598

**CUSTOMER SERVICE AGREEMENT**

Date: March 23, 2020

Customer Name: <u>Clariton Municipal Authority</u>	Product Description: <u>CSA 5 Star-3 821850</u>
Customer #: <u>821850</u>	Purch. Contact: _____
Billing Address: <u>1 North State Street</u>	Phone: _____ Fax: _____
City: <u>Clariton</u> State: <u>PA</u> Zip: <u>15025</u>	Email: _____
Jobsite Name: <u>Clariton Municipal Authority</u>	Maint. Contact: <u>Brian Secrest</u>
Jobsite Address: <u>1 North State Street</u>	Phone: _____ Fax: _____
City: <u>Clariton</u> State: <u>PA</u> Zip: <u>15025</u>	Email: <u>briancrta@comcast.net</u>

**COVERED EQUIPMENT**

Make	Model	Serial Number	Appendix	Running Hours	Agreement Type
Atlas Copco	GA37FF	API578-478	OIS	8000	5 Star
Atlas Copco	Inline Filter	Various	OIS	8000	Basic

- The annual price to perform the service outlined in this Agreement and attached Appendix(es) is: \$7,990.20 Per Year for 2 Years  
Please select one of the following payment options:  
 Annual at \$7,990.20  Semi-Annual at \$3,995.10  Quarterly at \$1,997.55
- This agreement shall be invoiced on the following dates: \_\_\_\_\_  
*Net 30 Days*
- The length of this Agreement shall be from: May 1, 2020 to April 30, 2022
- Comments, special instructions, etc. This agreement is for 2 years. Please refer to the attached appendix for services performed.  
The agreement is based on running hours stated above. If unit(s) run more than stated hours, additional services may be required and will be quoted separately. Customer may be charged a pro rated amount if agreement is canceled before expiration date.  
Taxes are billed in addition to CSA billings. Billing and service months may not coincide.
- Agreed to by:

_____	_____	_____	_____
Customer Signature	Date	AIR TECHNOLOGIES®	Date
_____	_____		
Purchase Order Number	Date		

**CUSTOMER SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS**

- Prices stated above and service detailed on the attached Appendix (Appendices) are for normal business hours Monday-Friday 7:30 a.m. - 4:30 p.m. Extra charges will apply for service outside of normal business hours unless otherwise stated.
- Services requested beyond those specified in this Agreement will be charged trip charges and labor rates as follows:  
Monday-Friday 7:30 a.m. - 4:30 p.m.: Regular Hourly Rate  
Monday-Friday 4:30 p.m. - midnight; Saturdays 7:30 a.m.-midnight Time and One-Half Rate  
Monday-Saturday after midnight; all day Sunday and holidays Double Time Rate, Holidays are Triple time  
Trip charges will also apply to services not specified in this Agreement.
- When additional parts, labor, travel time or any other charge beyond those included in this Agreement are required or requested, Buyer must provide written approval either by a purchase order or by signing an acknowledgment.
- Air Technologies® warrants the work performed hereunder for a period of 30 days after the date of completion of the work. Defects in material and workmanship shall be limited to the repair or replacement of those new parts previously installed or labor previously performed and demonstrated to be defective. Such remedies shall constitute Buyer's sole remedy, and Buyer hereby agrees that no other remedy shall be available to Buyer. Work that is not in conformance to manufacturer's recommended standards may be performed upon request of and according to Buyer's instructions, but such work will carry absolutely no warranty whatsoever.
- Air Technologies® and Buyer agree to indemnify and hold harmless the other party, and all of their affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgements, interest, reasonable attorney fees, and all other costs, fees, expenses, and charges (collectively "Claims") to the extent that such Claims arise from the possession, use, operation, handling or transportation of the Covered Equipment by the indemnifying party or from any breach of the Agreement by the indemnifying party.
- In no event shall either party be liable for any special, indirect, incidental, consequential or punitive losses or damages, including but not limited to losses or damages arising out of claims for loss of use, business, goodwill, or profits, and claims arising out of third party actions.
- Buyer agrees to grant Air Technologies® free access to the Covered Equipment. Parts kits and hardware/software placed on Buyer's site to perform this Agreement are the property of Air Technologies®. Because the normal operation of the Covered Equipment is a function of the Buyer, Air Technologies® cannot be responsible for either the failure of the Covered Equipment nor for any obsolescence.

Unit(s) Covered Under 5-Star Features & Benefits		
Make	Model	Serial Number
Atlas Copco	GA37FF	API578-478

**5-Star Customer Service Agreement Features & Benefits**

\*\*\*\* On Operating Efficiency Alone.....

\* Lower pressure drop saves power

Dirty air filter reduces air flow 5 to 10% (\$2,700 to \$5,500)

Dirty broken down oil robs 1 to 3% in power

Dirty air/oil separator increases power consumption up to 6% (\$3,300)

Dirty air system filter increase power costs 5 to 10% (\$2,700 to \$5,500)

Power savings basis \$0.07 per KW/HR continuous duty for a 100 HP unit

Feature	Benefit
1 Year Parts and Labor Warranty (Atlas Copco Only)	**Performed on equipment covered under an active CSA To qualify for the extended warranty, equipment must be on an active CSA at the time of repair and claim. A lapse in coverage will prematurely terminate this extended warranty. **Does not include Air Filter, Oil Filter, Separator, Oil, or control Valves( Unloader, MPV, OIL STOP & Discharge Check Valve)
Equipment is monitored 24 hours per day, 7 days a week (24 / 7 / 365) (Optional)	** Remote troubleshooting & diagnostic capabilities by factory trained technicians ** Use of past & present data to accurately determine service needs ** Automatic notification of AIR TECHNOLOGIES® and/or plant personnel of compressor warnings or shutdowns
Stocked service vehicles with most commonly used parts	** Genuine replacement parts on hand when needed ** Significantly reduce potential machine downtime
Preventive maintenance performed when required	** Extends equipment life & performance ** Helps control and/or reduce future unexpected repair costs
Safety devices are checked & adjusted annually	** Better compressor protection and safety
Includes rebuild of all control valves; oil stop, vent, minimum pressure, unloader & discharge check when needed (normal repair kits). Replace drive coupling element (16,000 hrs), thermostatic valve (8,000 hrs), & flexmaster gaskets (8,000 hrs)	** Includes normal repair kit parts, labor & travel ** Reduce potential for emergency service calls ** Reduce unexpected maintenance costs ** Highest possible reliability
Genuine OEM Parts on Atlas Copco	** Highest quality components ** Factory Support & Warranty
Manufacturers recommended product upgrades	** Upgrade compressor to latest technology (some upgrades may require additional charges to be quoted)
Factory trained technicians	** Knowledge of proper operating parameters ** Maintenance / repairs performed to factory specifications ** Factory support throughout life of equipment
Waste oil / filter removal	** No EPA Issues
Vibration & oil analysis	** Early deduction of bearing and/or oil breakdown
Complete air system check	** Operate at maximum efficiency at lowest overall cost
Additional 10% labor discount	** 10% savings on labor for any additional repairs that may be required
Customized Billing Schedule	** Even out maintenance budgets





724-327-2818

310 Plum Industrial Court  
Pittsburgh, PA 15239  
Fax-724-327-2598

Unit(s) Covered Under Basic Features & Benefits		
Make	Model	Serial Number
Atlas Copco	Inline Filters	Various

**Basic Customer Service Agreement Features & Benefits**

\*\*\*\* On Operating Efficiency Alone.....

\* Lower pressure drop saves power

Dirty air filter reduces air flow 5 to 10% (\$2,700 to \$5,500)

Dirty broken down oil robs 1 to 3% in power

Dirty air/oil separator increases power consumption up to 6% (\$3,300)

Dirty air system filter increase power costs 5 to 10% (\$2,700 to \$5,500)

Power savings basis \$0.07 per KW/HR continuous duty for a 100 HP unit

Feature	Benefit
1 Year Parts and Labor Warranty (Atlas Copco Only)	**Performed on equipment covered under an active CSA To qualify for the extended warranty, equipment must be on an active CSA at the time of repair and claim. A lapse in coverage will prematurely terminate this extended warranty. **Does not include Air Filter, Oil Filter, Separator, Oil, or control Valves( Unloader, MPV, OIL STOP & Discharge Check Valve)
Stocked service vehicles with most commonly used parts	** Genuine replacement parts on hand when needed ** Significantly reduce potential machine downtime
Preventive maintenance performed when required	** Extends equipment life & performance ** Helps control and/or reduce future unexpected repair costs
Safety devices are checked & adjusted annually	** Better compressor protection and safety
Genuine OEM Parts on Atlas Copco	** Highest quality components ** Factory Support & Warranty
Manufacturers recommended product upgrades	** Upgrade compressor to latest technology (some upgrades may require additional charges to be quoted)
Factory trained technicians	** Knowledge of proper operating parameters ** Maintenance / repairs performed to factory specifications ** Factory support throughout life of equipment
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Vibration & oil analysis	** Early detection of bearing and/or oil breakdown
Complete air system check	** Operate at maximum efficiency at lowest overall cost
Additional 10% labor discount	** 10% savings on labor for any additional repairs that may be required
Customized Billing Schedule	** Even out maintenance budgets



**KLH**

ENGINEERS, INC.

**CLAIRTON MUNICIPAL AUTHORITY**

**Consulting Engineer's Report**

**May 21, 2020**

**ACTIVE ITEMS**

**State Street Lining and Manhole Rehabilitation**

A settlement was reached with Insituform Technologies. They offered \$15,000 to settle the Contract along with holding back \$93,358.82 for work not completed. The total back to the Authority would be \$108,358.82. KLH believes this is a fair settlement to the Authority and is looking for Board authorization to close out the Contract.

**Dry Run Sewer Replacement**

Work has commenced. The bore pit has been dug and the Contractor has begun to install sanitary sewer pipe.

**Upstream Litigation**

KLH has been working with the Solicitor on the litigation with the upstream communities.

**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/CMA have submitted Golden Gate Phase II for PA Small Water and Sewer Grant funding.

**CDBG Year 45**

The CMA has been awarded a 65% construction cost grant for the repair of level 5 defects throughout the sewer system (four CIPP lining repairs). The contract has been awarded to Insight Pipe Contracting for an amount of \$56,945.00. The grant component is \$37,014, leaving a CMA local share of \$19,931.

**CDBG Year 46**

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

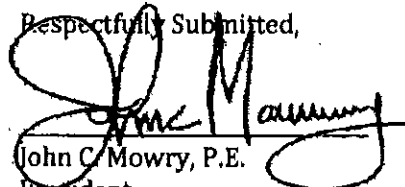
**Capital Requisition**

Requisition 349-B in the amount of \$18,744.00 is presented for Board approval.

**GIS Update**

CMA has requested KLH update the GIS map to indicate which Level 5 sewer defects have been repaired and which defects remain. KLH has requested a copy of the CMA binder for the Completed Level 5's in order to complete the task.

Respectfully Submitted,



John C. Mowry, P.E.  
President

## CHANGE ORDER

(Instructions on reverse side)

No. 6

PROJECT: State Street Sanitary Sewer Lining and Manhole Rehabilitation

DATE OF ISSUANCE: May 18, 2020 EFFECTIVE DATE May 18, 2020

OWNER Clairton Municipal Authority

CONTRACTOR Insituform Technologies, Inc.

OWNER'S Contract No. 2018-02 ENGINEER KLH Engineers, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Final Adjusting Change Order for Heavy Cleaning

Reason for Change Order: Project close out

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price  <div style="text-align: right; border-top: 1px solid black; width: 100%;">\$429,958.00</div>	<del>                     Original Contract Times                      Substantial Completion: _____                      Ready for final payment: _____  <div style="text-align: right; font-size: small;">days or dates</div> </del>
Net changes from previous Change Orders No. <u>0</u> to No. <u>5</u>  <div style="text-align: right; border-top: 1px solid black; width: 100%;">\$46,758.45</div>	<del>                     Net changes from previous Change Orders No. <u>   </u> to No. <u>   </u>                       _____                      _____                 </del>
Contract Price prior to this Change Order  <div style="text-align: right; border-top: 1px solid black; width: 100%;">\$476,716.45</div>	<del>                     Contract Times prior to this Change Order                      Substantial Completion: _____                      Ready for final payment: _____  <div style="text-align: right; font-size: small;">days or dates</div> </del>
Net Increase (decrease) of this Change Order  <div style="text-align: right; border-top: 1px solid black; width: 100%;">(\$15,000.00)</div>	<del>                     Net Increase (decrease) of this Change Order                       _____                      _____                 </del>
Contract Price with all approved Change Orders  <div style="text-align: right; border-top: 1px solid black; width: 100%;">\$461,716.45</div>	<del>                     Contract Times with all approved Change Orders                      Substantial Completion: _____                      Ready for final payment: _____  <div style="text-align: right; font-size: small;">days or dates</div> </del>

RECOMMENDED:  
 By: *James M. ...*  
 Engineer (Authorized Signature)  
5/18/2020

APPROVED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)

ACCEPTED:  
 By: *...*  
 Contractor (Authorized Signature)

5.18.20

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing contractor's signed verification, is attached. In observations below, amounts are stated to the nearest dollar. Use Column J on Questions when variable payments for this item may apply.

AIA DOCUMENT G702

PAGE 2 OF 2 ENDS

APPLICATION NO: 6784  
 APPLICATION DATE: 5/5/2020  
 PERIOD FROM: 12/1/2019  
 PERIOD TO: 3/31/2020  
 OWNER: [REDACTED]  
 ARCHITECT: [REDACTED]  
 CONTRACTOR: [REDACTED]

ITEM NO	DESCRIPTION OF WORK	CONTRACT QTY	UNIT PRICE	SCHEDULED VALUE	COMPLETED PREVIOUSLY		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMP.
					QTY	\$	QTY	\$	QTY	\$	
A	CLIP 20"	15	205.00	\$ 3,075.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
B	CLIP 24"	1968.0	86.00	\$ 171,048.00	1,842.50	\$ 159,287.50	1,842.50	\$ 159,287.50	1,842.50	\$ 159,287.50	78%
C	Months Relief	240.0	44.00	\$ 10,560.00	229.50	\$ 10,107.00	31.50	\$ 1,393.00	260.00	\$ 11,499.00	109%
D	Install New MH Frame	5.0	2,900.00	\$ 14,500.00	3.00	\$ 8,700.00	3.00	\$ 8,700.00	3.00	\$ 8,700.00	60%
E	Install New MH Cover	5.0	830.00	\$ 4,150.00	3.00	\$ 2,490.00	3.00	\$ 2,490.00	3.00	\$ 2,490.00	60%
F	Pre-Repeat Sewer CCTV & Light Cleaning	2062.0	8.00	\$ 16,500.00	1,803.50	\$ 14,428.00	3.00	\$ 24.00	1,806.50	\$ 14,452.00	78%
G	Heavy Cleaning	200.0	15.00	\$ 3,000.00	1,034.50	\$ 15,517.50	38.00	\$ 570.00	1,072.50	\$ 16,087.50	617%
H	By-pass Pumping via Temp through 12" EX Center Pipe	36.0	540.00	\$ 19,440.00	36.00	\$ 19,440.00	0.00	\$ -	36.00	\$ 19,440.00	100%
I	Concrete Road Reconstruction	80.0	478.00	\$ 38,240.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
J	Concrete Curb Reconstruction	20.0	148.00	\$ 2,960.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
K	Traffic Control & Neighbor Notification	1.0	34,500.00	\$ 34,500.00	1.00	\$ 34,500.00	1.00	\$ 34,500.00	1.00	\$ 34,500.00	100%
L	Mat/Dump - Max 3%	1.0	12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00	100%
CO 1.1	Additional personnel resources required by PennDot	1.0	7,382.00	\$ 7,382.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
CO 2.1	Remove & build materials in the roadway	1.0	21,104.65	\$ 21,104.65	0.25	\$ 5,276.16	0.75	\$ 15,828.49	1.00	\$ 21,104.65	49%
CO 2.1	Remove & build materials in the roadway	1.0	11,147.00	\$ 11,147.00	1.00	\$ 11,147.00	1.00	\$ 11,147.00	1.00	\$ 11,147.00	100%
CO 3.1	Structure to block abandoned if sewer existing MH10168	1.0	7,170.00	\$ 7,170.00	1.00	\$ 7,170.00	1.00	\$ 7,170.00	1.00	\$ 7,170.00	100%
CO 3.1	Structure to block abandoned if sewer existing MH10168	1.0	(15,000.00)	\$ (-15,000.00)	1.00	\$ (-15,000.00)	1.00	\$ (-15,000.00)	1.00	\$ (-15,000.00)	100%

## CHANGE ORDER

(Instructions on reverse side)

No. 7

PROJECT: State Street Sanitary Sewer Lining and Manhole Rehabilitation

DATE OF ISSUANCE: May 18, 2020

EFFECTIVE DATE May 18, 2020

OWNER Clairton Municipal Authority

CONTRACTOR Insituform Technologies, Inc.

OWNER'S Contract No. 2018-02

ENGINEER KLH Engineers, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Final Adjusting Change Order

Reason for Change Order: Project close out

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  <u>\$429,958.00</u>	<del>Original Contract Times Substantial Completion: _____ Ready for final payment: _____ <small>days or dates</small></del>
Net changes from previous Change Orders No. <u>0</u> to No. <u>6</u>  <u>\$31,758.45</u>	<del>Net changes from previous Change Orders No. ___ to No. ___ _____</del>
Contract Price prior to this Change Order  <u>\$461,716.45</u>	<del>Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ <small>days or dates</small></del>
Net Increase (decrease) of this Change Order  <u>(\$93,358.82)</u>	<del>Net Increase (decrease) of this Change Order _____</del>
Contract Price with all approved Change Orders  <u>\$368,357.63</u>	<del>Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ <small>days or dates</small></del>

RECOMMENDED:

APPROVED:

ACCEPTED:

By: *John Mamy*  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: *Shayne M...*  
Contractor (Authorized Signature)

5-19-2020

5.19.20

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is made as of the date set forth below by and between INSITUFORM TECHNOLOGIES, LLC ("Insituform"), CLAIRTON MUNICIPAL AUTHORITY ("Clairton"), and KLH ENGINEERS, INC. ("KLH"). Insituform, Clairton, and KLH shall individually and collectively be referred to as "the Party" or "the Parties."

### Preliminary Statement

A. WHEREAS Insituform and Clairton entered a contract agreement for the State Street Sanitary Sewer Lining and Manhole Rehabilitation (the "Project") (the "Contract") and KLH was the consulting engineer for the Project; and

B. WHEREAS, Insituform, Clairton, and KLH wish to resolve all claims which each Party may potentially have against the other Parties in relation to the Project and the Contract; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Agreement

1. **Payment.** Insituform agrees to issue a credit in the amount of Fifteen Thousand Dollars (\$15,000) (the "Insituform Credit") in its final pay application to Clairton. Clairton agrees to use the Insituform Credit to compensate KLH for certain fees that KLH alleges that it incurred because of Insituform's work on the Project. Clairton agrees to promptly make payment to Insituform for the balance of Insituform's final pay application in the amount of Three Hundred Eleven Thousand Eight Hundred Forty-Eight Dollars and Zero Cents (\$311,848.00) (the "Clairton Payment").

2. **Release of Claims.** Upon receipt of the Clairton Payment and the Insituform credit, the Parties each agree to release, acquit, and forever discharge the other and its parent, subsidiaries, affiliates, related corporations, related companies, employees, agents, officers, directors, affiliates, members, partners, legal representatives, trustees, and assigns, from any and all past and present claims, actions, demands, damages, costs, expenses, or causes of action of any kind whatsoever, which releasing party has or might have, whether known or unknown, against the other, in relation to or arising out of the Project or the Contract.

3. **No Admission of Liability; No Prevailing Party; Fees and Costs.** The Parties hereto agree that execution of this Agreement should not be construed as an admission of liability or fault by any party hereto, but rather is a compromise of disputed claims. The Parties further expressly acknowledge and agree that no party is a "prevailing party" or "successful party" for purposes of any further claim for statutory or contractual fees or costs. Each party shall bear its own fees and



expenses incurred in relation to the Project and the current dispute, including attorney fees and engineering costs.

4. **Representations.** Each Party represents and warrants to the other that (i) it has not, as of the date of the execution of this Agreement, filed any Action (as hereinafter defined) against the other; (ii) it has not assigned to any other person or entity any right(s) or claim(s) it may have against the other, (iii) in deciding to execute this Agreement (A) no fact, evidence, event or transaction currently unknown to it, but which may hereinafter become known to it, shall affect in any way or any manner the final or unconditional nature of this Agreement; (B) the Parties' execution of this Agreement is a knowing and voluntary act on its part; (C) the Parties' representatives have read and fully understand the terms of this Agreement, including the final and binding nature and effect of its waiver of rights by execution of this Agreement; (D) the Parties' representatives have been provided with time to consult with legal counsel as to the meaning of this Agreement, and the Parties have relied solely upon the judgment of the Parties' own representatives and as necessary of its legal counsel or other advisor employed by it in determining to execute this Agreement.

5. **Waiver and Release; Covenant Not to Sue.**

(a) Effective upon the mutual execution of this Agreement, each Party does hereby waive any and all rights or claims for liability it may now or in the future have against the other with respect to the Project or the Contract. Each party further hereby releases, remises, acquits and forever discharges the other of and from any and all manner of claims, damages, actions, causes of action, suits, judgments and demands whatsoever, whether in law or in equity, whether based on contract, statute, tort or strict liability, whether or not now known or contemplated, which now exist or may hereafter arise from any matter, fact, circumstance, happening or thing whatsoever occurring or failing to occur in connection with the Project or the Contract. It is expressly understood and agreed that this Agreement is intended to cover and does cover not only all known losses and damages but any future losses and damages not now known or anticipated but which may later develop or be discovered, including the effects and consequences thereof. It is further expressly understood and agreed that as against the each party this Agreement may be pleaded as a counterclaim to or as a defense in bar or abatement of any action taken by or on behalf of the other.

(b) The Parties hereby each agree that they will not make any claim or demand and will not institute, file or enter in any Action against the other relating to the Project.

6. **General Provisions.**

(a) **Entire Agreement.** This Agreement incorporates by this reference the Preliminary Statement and any exhibits or schedules hereto. Each Party represents and warrants that any facts relating to such party that are contained in the Preliminary Statement are true. This Agreement and any agreement, instrument or document to be executed in connection herewith (as referenced herein) contain the parties' entire understanding and agreement with respect to the subject matter hereof. Any discussions, agreements, promises, representations, warranties or statements between the parties or their representatives (whether or not conflicting or inconsistent) that are not expressly contained or incorporated herein shall be null and void

and are merged into this Agreement. If this Agreement and any agreement, instrument or document to be executed in connection herewith contain provisions which are inconsistent, then the provision which is most specific with respect to the subject matter shall control.

(b) **Modification, Amendment and Waiver.** Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived, except by the written consent of the party entitled to receive the benefit thereof. Forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of a covenant or condition to be performed by the other party to which the same may apply, and, until complete performance by such other party of such covenant or condition, the party entitled to receive the benefit thereof shall be entitled to invoke any remedy available to it under this Agreement, at law, in equity, by statute or otherwise, despite such forbearance or indulgence.

(c) **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, neither this Agreement nor any rights hereunder may be assigned or transferred by any party hereto without the prior written consent of all other parties hereto.

(d) **Governing Law.** All questions with respect to the formation and construction of this Agreement, and the rights and obligations of the parties hereto, shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements entered into and performed entirely within the Commonwealth of Pennsylvania, without giving effect to the choice or conflicts of law provisions thereof.

(e) **Severability.** If any Section (or part thereof) of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such Section (or part thereof) so, as modified, such Section (or part thereof) will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such Section (or part thereof). If no such modification is possible, such Section (or part thereof) shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a Section (or part thereof) shall in any way affect or impair such Section (or part thereof) in any other jurisdiction.

(f) **Captions.** The captions, headings or titles of the various Sections of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive provisions of such Sections.

(g) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of  
May \_\_\_\_\_, 2020.

CLAIRTON MUNICIPAL  
AUTHORITY


INSITUFORM TECHNOLOGIES, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name: Shayne Merriman

Title: Project Manager

Date: 5.14.2020

KLH ENGINEERS, INC.

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

Name: \_\_\_\_\_

Title: President

Date: 5/18/2020