



A G E N D A

Regular Meeting – 4:00 pm – October 18, 2023

- 1. Call to Order**
- 2. Approval of the Minutes:** Regular Meeting- September 20, 2023 (*Page 2*)
- 3. Public Comment**
 - 3.1** Other items not on the agenda
- 4. Old Business**
 - 4.1** Resolution 23-03 Parameters Resolution Authorizing Issuance of Revenue Bonds (*Page 36, Add'l Page 46, Finance Discussion Page 39*)
 - 4.2** Rate Study (*Page 36*)
- 5. New Business**
 - 5.1** 2024 Tapping Fee Increase (*Page 37*)
 - 5.2** Contract 21-03 Scott Road Project Change Order No. 2 Time Extension (*Page 37, Add'l Page 54*)
 - 5.3** Contract 21-04 Scott Road Project Change Order No. 2 (Deduct) (*Page 37, Add'l Page 83*)
 - 5.4** Requisitions (*Page 37*)
- 6. Reports of Officers**
 - 6.1** Financial Report (*Page 27, YTD Budget Report Page 11*)
 - 6.2** Chairman's Report
 - 6.3** Plant Superintendent's Report (*Page 29, Compost Report Page 28*)
 - 6.4** Collection Systems Superintendent's Report (*Page 30*)
 - 6.5** Consulting Engineer's Report (*Page 31*)
 - 6.6** Construction Engineer Report (*Page 33*)
 - 6.7** Executive Directors Report (*Page 35*)
- 7. Other Business**
- 8. Adjournment**

EXECUTIVE SESSION

**MINUTES
UNIVERSITY AREA JOINT AUTHORITY
1576 SPRING VALLEY ROAD
STATE COLLEGE, PA 16801**

Regular Meeting – September 20, 2023

1. Call to Order

Mr. Lapinski, Chairman, called the regular meeting to order at 4:00 p.m., Wednesday, September 20, 2023. The meeting was held in the Board Room in the office of the Authority with the following in attendance in person: Messrs. Lapinski, Auman, Glebe, Guss and Kunkle; Cory Miller, Executive Director; Jason Brown, Assistant Executive Director; Sierra Weight, Administrative Assistant; Daren Brown, Collection System Superintendent; Andy Breon, Plant Superintendent; Holly Martinchek, Assistant Plant Superintendent; Jason Wert, Rettew; Michele Auckerman, Rettew; C-NET; Jeff Garrigan, HRG Consulting Engineer; Doug Weikel, HRG Consulting Engineer; David Gaines, Solicitor; Brian Dempsey. The following were in attendance via Zoom: Messrs. Daubert, Nucciarone and Derr; Jim May, Centre Region Planning Agency.

2. Reading of the Minutes

UAJA Regular Meeting – August 16, 2023

**UAJA Meeting
Minutes Approved**

A motion was made by Mr. Auman second by Mr. Guss to approve the meeting minutes of the UAJA meeting held on August 16, 2023. The motion passed unanimously.

3. Public Comment

3.1 Other items not on the agenda

None.

4. Old Business

4.1 Biosolids Project Bids

Bids were opened September 13, 2023. The bid tabulation is included in the agenda report. Bids are being reviewed, but as of this report the total construction cost for the four contracts is \$72,984,426.00. This is subject to change. The costs have inflated because of the impact of the inflation reduction act and construction costs in general. RETTEW will discuss the bid results and present an update to the economic model for the project.

Recommendation: No action.

5. New Business

5.1 Requisitions

BRIF #807

APR Supply

\$793.94

Aeration Tank Fittings

BRIF #808	HRI, Inc. East Hillside Project	\$9,724.26
BRIF #809	Auma Actuators Aeration System Upgrade	\$384.41
BRIF #810	S&C Operations N. Oak Lane & East Hillside Projects	\$19,338.75
BRIF #811	Centre Concrete Co. N. Oak Lane & East Hillside Projects	\$983.60
BRIF #812	Glossner's Concrete N. Oak Lane & East Hillside Projects	\$3,512.75
BRIF #813	L/B Water East Hillside Project	\$33,739.95
BRIF #814	Rettew Phosphorus Study	\$2,604.25
BRIF #815	Best Line Equipment East Hillside Project	\$1,360.00
BRIF #816	Ducken Tree Farm N. Oak Lane Project	\$1,009.80
BRIF #817	HRG Scott Road Project	\$1,927.50
BRIF #818	BVC Flooring Office Upgrade	\$4,207.00
BRIF #819	Hajoca Corporation PVC Socket Caps	\$259.20
BRIF #820	Stitzer Crane Service Crane Rental	\$400.40
BRIF #821	Landia, Inc. Mixer Repair Parts	\$4,126.00
TOTAL BRIF		\$84,371.81

BRIF Approved

A motion was made by Mr. Nucciarone, second by Mr. Guss to approve BRIF #807, #808, #809, #810, #811, #812, #813, #814, #815, #816, #817, #818, #819, #820, and #821 in the amount of \$84,371.81. The motion passed unanimously.

Construction Fund #099	Rettew Ozone Disinfection Project	\$3,354.25
Construction Fund #100	Rettew Solids Drying Project	\$21,924.36

TOTAL 2020 A CONSTRUCTION FUND **\$25,278.61**

**Construction Fund
Approved**

A motion was made by Mr. Auman, second by Mr. Kunkle to approve Construction Fund #099, and #100, in the amount of \$25,278.61. The motion passed unanimously.

Revenue Fund #200	Debt Service, Operation and Maintenance Expenses	\$1,000,000.00
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TOTAL REVENUE FUND **\$1,000,000.00**

**Total Revenue Fund
Approved**

A motion was made by Mr. Nucciarone, second by Mr. Guss to approve Revenue Fund #200, in the amount of \$1,000,000.00. The motion passed unanimously.

6. Reports to Officers

6.1 Financial Report

The different cost centers of the YTD budget report for the period ending August 31, 2023, were reviewed with the Board by Jason Brown.

6.2 Chairman's Report

Due to a change in the board, a new election of secretary took place.

**Secretary
Approved**

A motion was made by Mr. Nucciarone, second by Mr. Kunkle to elect Mr. Auman as Secretary. Mr. Auman accepted. A motion was made by Mr. Kunkle. second by Mr. Guss to close the nominations.

Due to Mr. Auman becoming the Secretary, an appointment for Assistant Secretary was held.

**Assistant Secretary
Approved**

A motion was made by Mr. Auman to nominate Mr. Glebe as Assistant Secretary. Mr. Glebe accepted. A motion was made by Mr. Nucciarone, second by Mr. Guss to close the nominations.

Mr. Lapinski asked Mr. Kunkle to provide the board with an update on the Rate Subcommittee.

6.3 Plant Superintendent's Report

Compost & Septage Operations Report

The following comments are as presented to the Board in the written report prepared by Andy Breon, Plant Superintendent.

COMPOST PRODUCTION AND DISTRIBUTION

UNITS IN CU/YDS	MAR 2023	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUGUST 2023
PRODUCTION	840	655	753	575	803	483
YTD PRODUCTION	2451	3106	3859	4434	5237	5720
DISTRIBUTION	452	1150	557	805	423	1333
YTD DISTRIBUTION	2407	3557	4113	4918	5341	6674
IMMEDIATE SALE	1758	1448	1546	1494	1646	803
CURRENTLY IN STORAGE	2598	2103	2299	2069	2449	1411

SEPTAGE OPERATIONS

LBS/SOLIDS

	MAR 2023	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUGUST 2023
PORT MATILDA	2631	1237	1981	1843	1681	1409
HUSTON TOWNSHIP	300	537	307	350	306	384

TOTAL GALLONS

	MAR 2023	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUGUST 2023
RESIDENTIAL/COMMERCIAL	5200	13800	20100	10450	6950	23600
PORT MATILDA	17500	13000	19500	19500	19500	13000
HUSTON TOWNSHIP	6000	6000	8000	6000	8000	6000
TOTAL GALLONS	28700	32800	47600	35950	34450	42600

Plant Operation

The facility continues to operate well. On-line treatment units: Primary Clarifiers #1, #2, and #6; Aeration Basin Trains #1 and #3; Secondary Clarifiers #2, #3 and #4; and eight De-nitrification Filters.

The flows for August are listed below.

August average influent flow: 4.02 MGD

Highest average daily influent flow (8/14): 6.84 MGD

Lowest average daily influent flow (8/4): 3.76 MGD

August 12-Month rolling average: 3.65 MGD

Reuse Water Distribution Data

	August	Year to date gallons
Best Western Hotel	45,000	276,000
Centre Hills Golf	5,314,000	31,175,000
Stewart Drive	0	5,800
Collections Maintenance Garage	0	13,000
CINTAS	626,000	4,684,000
Red Line	315,000	3,441,000
Plant site	4,707,000	35,903,000
GDK Park vault	33,937,000	233,902,000
Kissinger's Pond	0	8,122,000
Elks	704,000	7,108,000
Total Gallons	45,648,000	324,629,800
Plant effluent temperature monthly average	67.9°	
Wetland temperature monthly average	67.4°	

Plant Maintenance

- Replaced 2 flow monitors and 2 PLC cards at the GDK Wetlands.
- Completed the repairs to Aeration Trains #1 and #3.
- Replaced the diaphragm in Primary Pump #12.
- Repaired the field wiring for Aeration Tank #1.
- Replaced an expansion joint on MF #3.
- Repaired the unloading conveyor on the Knight Mixer.
- Replaced the universal joint and yoke on the 621G loader.
- Installed a new DO probe at the end of the UV tank.

6.4 Collection Systems Superintendent's Report

The following comments are as presented to the Board in the written report prepared by Daren Brown, Collection System Superintendent.

Mainline Maintenance:

New Laterals – 3 (Geisinger Grayswoods, Arize Federal Credit Union, Mt. Nittany Hospital Job Trailer)

Mainline Cleaning – 6,027 ft cleaned/cut with root cutter

Mainline televising – 29,323 ft televised – 134 manholes inspected
Replaced 70’ of mainline and 65’ of lateral on South Barkway
East Hillside project started on the 21st
Replaced 439’ of mainline and 164’ of lateral
Adjusted 5 castings for paving

Lift Station Maintenance:

Cleaned (9) wet wells

Next Month Projects:

East Hillside project
Casting adjustments for paving projects (Jay St., Kennard Dr., and Canterbury Dr.)
Continue televising mainline

Inspection:

None

Mainline Construction:

- a. Toftrees West (Mount Nittany Medical Center) – waiting on final as-builts

New Connections:

a. Single-Family Residential	3	c. Commercial	0
b. Multi-Family Residential	1	d. Non-Residential	0

TOTAL 4

PA One-Calls Responded to August 1 thru August 31, 2023: 382

6.5 Consulting Engineer’s Report

The following comments are as presented to the Board in the written report prepared by the Consulting Engineer.

Retainer Services (001178.0693)

- Met with Collection System staff to review permitting requirements for upcoming replacement projects (Park Forest).

Meeks Lane Pump Station – Act 537 Plan Special Study (R001178.0663)

- Authority staff is reviewing the alternative pump station location near Waddle with Patton Township in October.

Scott Road Pump Station and Bristol Interceptor (001178.0682)

- The General Contractor is completed all punch list items.

- The Electrical Contractor is completing final punch list items.
- There were no applications for payments submitted this month.

SCOTT ROAD PUMP STATION UPGRADE					
SUMMARY OF APPLICATIONS FOR PAYMENT					
Contract No.	Application for Payment No.	Amount Due	Current Contract Price	Total Completed and Stored	Balance to Finish Plus Retainage
2021-03		\$0.00	\$515,303.23	\$515,303.23	\$6,600.00
2021-04		\$0.00	\$262,972.92	\$262,972.92	\$15,300.00

- Both Contractors have submitted time extension requests. Justifying documentation is being compiled.

Persia Pump Station Evaluation (P001178.0724)

- An EDU build-out and flow projection analysis was completed based on the 2017 Centre Region Regional Development Capacity Report and it was concluded that the existing pump station infrastructure is not adequately sized to support planned growth.
- Pump model recommendations are being developed along with timeline projections based on current wet well and force main capacities.
- The evaluation report will be submitted prior to the October meeting.

Puddintown Interceptor Act 537 Special Study (P001178.0725)

- The Task Activity Report (TAR) was revised based on comments submitted to the CRPA from members of the Millbrook Marsh Project Coordination meeting (College Township, Trout Unlimited and Clearwater Conservancy).
- The revisions included additional alternatives to evaluate (PSU flow diversion, water conservation programs, and scalping plants).
- The TAR is ready to be submitted to the PA DEP with the Authority's authorization.

Developer Plan Reviews:

- Toftrees Planned Community West/Mount Nittany Health Outpatient Center (R001178.0727): As-built drawings were reviewed, and comments were addressed. A recommendation will be issued once signed drawings are submitted.
- Canterbury Crossing Phase 3&4 (R001178.0726): As-built drawings were recommended for approval on August 28, 2023.
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6.6 Construction Report

WWTP NPDES Permit – Phosphorus Study (094612027)

- Continuous in-stream monitoring of Spring Creek wrapped up at the end of October. We are compiling data for review with PA DEP.

Phosphorus Study Project Schedule

Milestone	Date
Complete stream monitoring and compile data	November-December 2022
Review final data with PADEP	TBD Awaiting Feedback
Conduct High Temperature/Low Flow Monitoring if needed	TBD

Ozone Disinfection for Effluent (094612023)

- All Ozone equipment has now arrived on site. The General and Electrical contractors are completing their final tie-in connections prior to the Manufacturer beginning start-up and commissioning. The General Contractor is working to ascertain the time required for commissioning, however, their preliminary schedule indicates a Substantial Completion prior to the end of the year.

Payment Requests to Date						
Contract Number	Application for Payment #	Current Payment Due	Contract Price to Date incld/CO	Total Work to Date	% Monetarily Complete	Balance of Contract Amount
2021-05 GC			\$5,448,000.00	\$4,828,020.00	88.62%	\$861,381.00
2021-06 EC			\$350,000.00	\$263,275.00	75.22%	\$99,888.75
2021-07 MC			\$223,000.00	\$215,881.50	96.81%	\$17,912.58
		\$0.00	\$6,021,000.00	\$5,307,176.50	88.14%	\$979,182.33

- No applications were received this month for processing.

Ozone Disinfection for Effluent Project Schedule

Milestone	Date
Notice to Proceed Issued	12/27/2021
Substantial Completion	03/27/2023
Projected Substantial Completion Date (per Contractor)	12/13/2023

Anaerobic Digestion Project (094612026)

- Bid opening is scheduled via the PennBid website Wednesday, September 13th at 2:00 pm. A tabulation of bids will be presented to the Board for review during the meeting.
- College Township Council has conditionally approved the land development plan.
- CFA has postponed their decision on grant awards until their September 19th Board meeting. An update will be provided at the Board Meeting.

Anaerobic Digestion Project Schedule

Milestone	Date
Updated Biogas Term Sheets and Biosolids Agreements to Stakeholders	Week of December 12 th
Submission of Land Development Plan	May 19, 2023
Submission of Building Permit Application	Week of July 10th
Complete Bidding Documents/Advertise for Bids	Week of June 5th
Bids Due for Construction	September 13, 2023
CFA Meeting Grant Announcement/Bid Award (Likely)	September 19, 2023
Begin Construction	November 2023
Complete Construction	February 2025

Modifications to GD Kissinger Meadow Stream Augmentation

- The Authority's pending NPDES permit for the discharge of beneficial reuse water to Slab Cabin Run requires a series of modifications in control and monitoring. The changes will require modulation of the flows to the stream via SCADA, to avoid abrupt changes in stream flow. Additionally, we anticipate essentially a non-detect chlorine limit which will require de-chlorination prior to stream discharge. We are working with staff to design, permit, and implement these modifications.

6.7 Executive Director's Report

Mr. Miller discussed the debt service payment for September.

7. Other Business

None.

Executive Session

A motion was made by Mr. Derr, second by Mr. Nucciarone, to go into executive session at 5:17 pm. A motion was then made by Mr. Nucciarone, second by Mr. Guss to come out of executive session at 5:41 pm. Both motions passed unanimously.

8. Adjournment

A motion was made by Mr. Nucciarone, second by Mr. Guss, to adjourn the meeting at 5:41 pm. The motion was passed unanimously.

Respectfully submitted,

UNIVERSITY AREA JOINT AUTHORITY

Secretary/Assistant Secretary

UNIVERSITY AREA JOINT AUTHORITY

YEAR-TO-DATE BUDGET REPORT

FOR 2023 09

ACCOUNTS 10	FOR: OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1040410	REVENUE-SEWER	-15,820,012	0	-15,820,012	-8,282,510.48	.00	-7,537,501.52	52.4%
1040420	REVENUE-SOLIDS	-75,500	0	-75,500	-59,094.01	.00	-16,405.99	78.3%
1040425	REVENUE-BU WATER	-24,000	0	-24,000	-18,800.00	.00	-5,200.00	78.3%
1040440	REVENUE-PERMIT/TAP FEES	-2,337,814	0	-2,337,814	-824,519.81	.00	-1,513,294.19	35.3%
1040450	REVENUE-ADVCD. CONSTR FEE	-40,000	0	-40,000	-68,171.91	.00	28,171.91	170.4%
1040451	REVENUE-MISC. REIMBURSEMENT	-22,000	0	-22,000	-20,538.97	.00	-1,461.03	93.4%
1040470	INTEREST EARNINGS-CASH ACCT	-1,041	0	-1,041	-822.58	.00	-218.42	79.0%
1040472	INTEREST EARNINGS-PLGIT	-65	0	-65	-373.35	.00	308.35	574.4%
1040474	INTEREST EARNINGS - TRUSTEE	-25,734	0	-25,734	-26,519.44	.00	785.44	103.1%
1040480	REVENUES-MISCELLANEOUS	-132,000	0	-132,000	-134,201.66	.00	2,201.66	101.7%
1045921	CIP-COLLECTION MAINT I&I	4,255,800	0	4,255,800	542,951.08	.00	3,712,848.92	12.8%
1045922	CIP-COLLECTION-CONST. EQUIP	376,500	0	376,500	349,296.24	.00	27,203.76	92.8%
1045924	CIP-WWTP-PHYSICAL PLANT	6,715,430	0	6,715,430	3,133,430.00	.00	3,582,000.00	46.7%
1045928	CIP-BENEFICIAL REUSE	115,000	0	115,000	82,645.00	.00	32,355.00	71.9%
1045930	CIP-WWTP-COMPOST FACILITY	14,578,800	0	14,578,800	403,379.03	.00	14,175,420.97	2.8%
1045950	CIP-GENERAL & ADMINISTRATIVE	208,000	0	208,000	115,075.40	.00	92,924.60	55.3%
1050050	GENERAL & ADMINISTRATIVE	1,897,024	0	1,897,024	1,581,678.86	.00	315,345.14	83.4%
1050053	G & A - INFORMATION TECHNOLOGY	168,950	0	168,950	78,551.69	.00	90,398.31	46.5%
1050054	G & A - FLEET/FUEL	265,000	0	265,000	163,858.40	.00	101,141.60	61.8%
1052052	DEBT SERVICE	6,682,964	0	6,682,964	1,058,862.01	.00	5,624,101.99	15.8%
1060019	WWTP - LABORATORY	344,841	0	344,841	292,563.59	.00	52,277.41	84.8%
1060022	TREATMENT PLANT MAINTENANCE	1,191,808	0	1,191,808	962,712.81	.00	229,095.19	80.8%
1060023	MAIN STATION	114,000	0	114,000	84,071.56	.00	29,928.44	73.7%
1060025	WWTP - IPP	121,957	0	121,957	94,955.82	.00	27,001.18	77.9%
1060028	WWTP - BENEFICIAL REUSE	997,837	0	997,837	855,902.21	.00	141,934.79	85.8%
1060029	WWTP - DEWATERING	546,762	0	546,762	375,514.24	.00	171,247.76	68.7%
1060030	WWTP - COMPOST	897,403	0	897,403	743,871.88	.00	153,531.12	82.9%
1060032	TREATMENT PLANT OPERATION	2,397,281	0	2,397,281	1,908,612.59	.00	488,668.41	79.6%
1070021	COLLECTION-MAINTENANCE	2,024,835	0	2,024,835	1,389,702.44	.00	635,132.56	68.6%
1070022	CONSTRUCT EQUIP MAINTENANCE	88,000	0	88,000	46,470.28	.00	41,529.72	52.8%
1070034	COLLECTION-INSPECTION	496,416	0	496,416	362,704.65	.00	133,711.35	73.1%
1070036	COLLECTION-PUMP STATION	157,900	0	157,900	70,889.18	.00	87,010.82	44.9%
TOTAL OPERATING FUND		26,164,342	0	26,164,342	5,262,146.75	.00	20,902,195.25	20.1%
TOTAL REVENUES		-18,478,166	0	-18,478,166	-9,435,552.21	.00	-9,042,613.79	
TOTAL EXPENSES		44,642,508	0	44,642,508	14,697,698.96	.00	29,944,809.04	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 09								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
GRAND TOTAL	26,164,342	0	26,164,342	5,262,146.75	.00	20,902,195.25	20.1%	
** END OF REPORT - Generated by Sierra weight **								

UNIVERSITY AREA JOINT AUTHORITY



YEAR-TO-DATE BUDGET REPORT

FOR 2023 09									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
10 OPERATING FUND	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
1040410 REVENUE-SEWER									
1040410 4101 UAJA TOTAL SEWER R	-10,819,244	0	-10,819,244	-5,512,022.44		.00	-5,307,221.56	50.9%*	
1040410 4102 BORO SEWER TOTAL R	-4,300,000	0	-4,300,000	-2,490,695.41		.00	-1,809,304.59	57.9%*	
1040410 4103 PGM TOTAL SEWER RE	-385,768	0	-385,768	-175,794.05		.00	-209,973.95	45.6%*	
1040410 4104 PSU TOTAL SEWER RE	-190,000	0	-190,000	-22,268.58		.00	-167,731.42	11.7%*	
1040410 4105 SURCHARGES TOTAL R	-125,000	0	-125,000	-81,730.00		.00	-43,270.00	65.4%*	
TOTAL REVENUE-SEWER	-15,820,012	0	-15,820,012	-8,282,510.48		.00	-7,537,501.52	52.4%	
1040420 REVENUE-SOLIDS									
1040420 4201 N5001 NONTAXABLE	-22,500	0	-22,500	-38,683.00		.00	16,183.00	171.9%	
1040420 4201 N5002 TAXABLE COMPO	-3,000	0	-3,000	-8,942.42		.00	5,942.42	298.1%	
1040420 4203 SLUDGE DISPOSAL	-50,000	0	-50,000	-11,468.59		.00	-38,531.41	22.9%*	
TOTAL REVENUE-SOLIDS	-75,500	0	-75,500	-59,094.01		.00	-16,405.99	78.3%	
1040425 REVENUE-BU WATER									
1040425 4251 REVENUE-BU WATER	-24,000	0	-24,000	-18,800.00		.00	-5,200.00	78.3%*	
TOTAL REVENUE-BU WATER	-24,000	0	-24,000	-18,800.00		.00	-5,200.00	78.3%	
1040440 REVENUE-PERMIT/TAP FEES									
1040440 4401 PERMIT/CONNECTION	-20,000	0	-20,000	-10,050.00		.00	-9,950.00	50.3%*	
1040440 4402 TAP FEE-TREATMENT	-2,214,450	0	-2,214,450	-772,576.00		.00	-1,441,874.00	34.9%*	
1040440 4403 GHANER TAP FEE	-11,137	0	-11,137	-6,923.00		.00	-4,214.00	62.2%*	
1040440 4404 TAP FEE-PGM COLLEC	-11,000	0	-11,000	.00		.00	-11,000.00	.0%*	
1040440 4405 IPP USER FEES	-3,800	0	-3,800	.00		.00	-3,800.00	.0%*	
1040440 4409 WATER QUALITY MNGT	-500	0	-500	-300.00		.00	-200.00	60.0%*	
1040440 4410 REPAIR PERMIT	-1,500	0	-1,500	-700.00		.00	-800.00	46.7%*	
1040440 4411 TAP FEE - ROUTE 26	-33,900	0	-33,900	-16,950.00		.00	-16,950.00	50.0%*	
1040440 4412 CIRCLEVILLE TAP FE	0	0	0	-3,568.11		.00	3,568.11	100.0%	
1040440 4413 VALLEY VISTA TAP F	-41,527	0	-41,527	-13,452.70		.00	-28,074.30	32.4%*	

UNIVERSITY AREA JOINT AUTHORITY



YEAR-TO-DATE BUDGET REPORT

FOR 2023 09								
ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
TOTAL REVENUE-PERMIT/TAP FEES	-2,337,814	0	-2,337,814	-824,519.81	.00	-1,513,294.19	35.3%	
1040450 REVENUE-ADVCD. CONSTRC FEE								
1040450 4407 INSPECTION FEES	-40,000	0	-40,000	.00	.00	-40,000.00	.0%*	
1040450 4407 B5192 VILLAGE AT PE	0	0	0	-1,400.79	.00	1,400.79	100.0%	
1040450 4407 B5448 INSPECTION FE	0	0	0	-27,302.02	.00	27,302.02	100.0%	
1040450 4407 B5461 WHITEHALL ROA	0	0	0	-10,080.20	.00	10,080.20	100.0%	
1040450 4407 B5475 INSPECTION FE	0	0	0	-4,104.05	.00	4,104.05	100.0%	
1040450 4407 B5481 INSPECTION FE	0	0	0	-3,660.00	.00	3,660.00	100.0%	
1040450 4407 B5485 INSPECTION FE	0	0	0	-11,147.84	.00	11,147.84	100.0%	
1040450 4407 B5488 INSPECTION FE	0	0	0	-2,606.77	.00	2,606.77	100.0%	
1040450 4407 B5490 INSPECTION FE	0	0	0	-3,335.54	.00	3,335.54	100.0%	
1040450 4407 B5491 INSPECTION FE	0	0	0	-2,246.74	.00	2,246.74	100.0%	
1040450 4407 B5492 INSPECTION FE	0	0	0	-2,287.96	.00	2,287.96	100.0%	
TOTAL REVENUE-ADVCD. CONSTRC FEE	-40,000	0	-40,000	-68,171.91	.00	28,171.91	170.4%	
1040451 REVENUE-MISC. REIMBURSEMNT								
1040451 4503 EMPLOYEE GROUP INS	-22,000	0	-22,000	-20,538.97	.00	-1,461.03	93.4%*	
TOTAL REVENUE-MISC. REIMBURSEMNT	-22,000	0	-22,000	-20,538.97	.00	-1,461.03	93.4%	
1040470 INTEREST EARNINGS-CASH ACCTS								
1040470 4701 GENERAL CHECKING-I	-477	0	-477	-502.55	.00	25.55	105.4%	
1040470 4702 PAYROLL-INTEREST E	-66	0	-66	-74.00	.00	8.00	112.1%	
1040470 4717 SWEEP CHECKING-INT	-498	0	-498	-246.03	.00	-251.97	49.4%*	
TOTAL INTEREST EARNINGS-CASH ACCTS	-1,041	0	-1,041	-822.58	.00	-218.42	79.0%	
1040472 INTEREST EARNINGS-PLIGIT								
1040472 4703 PLIGIT-INTEREST EA	-15	0	-15	-55.57	.00	40.57	370.5%	

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1040472 4719 PLIGIT PLUS - INTE	-50	0	-50	-317.78	.00	267.78	635.6%	
TOTAL INTEREST EARNINGS-PLIGIT	-65	0	-65	-373.35	.00	308.35	574.4%	
1040474 INTEREST EARNINGS - TRUSTEE								
1040474 4706 BOND REM/IMP-INTE	-4,816	0	-4,816	-2,626.02	.00	-2,189.98	54.5%*	
1040474 4724 INTEREST 93 DEBT S	-20,000	0	-20,000	-23,057.19	.00	3,057.19	115.3%	
1040474 4725 INT 93 OPERATING E	-100	0	-100	-269.24	.00	169.24	269.2%	
1040474 4726 INT 93 DEBT SERVIC	-18	0	-18	-7.97	.00	-10.03	44.3%*	
1040474 4727 INT REVENUE FUND	-150	0	-150	-79.21	.00	-70.79	52.8%*	
1040474 4733 2020A CONSTRUCTION	-300	0	-300	-148.80	.00	-151.20	49.6%*	
1040474 4734 2021 CONSTRUCTION	-350	0	-350	-331.01	.00	-18.99	94.6%*	
TOTAL INTEREST EARNINGS - TRUSTEE	-25,734	0	-25,734	-26,519.44	.00	785.44	103.1%	
1040480 REVENUES-MISCELLANEOUS								
1040480 4899 MISCELLANEOUS RECE	-10,000	0	-10,000	-24,730.16	.00	14,730.16	247.3%	
1040480 4909 SOLAR MAINTENANCE	-60,000	0	-60,000	-60,000.00	.00	.00	100.0%	
1040480 4910 SREC	-62,000	0	-62,000	-49,471.50	.00	-12,528.50	79.8%*	
TOTAL REVENUES-MISCELLANEOUS	-132,000	0	-132,000	-134,201.66	.00	2,201.66	101.7%	
1045921 CIP-COLLECTION MAINT I&I								
1045921 0021 6247 MEEKS LANE	1,000,000	0	1,000,000	.00	.00	1,000,000.00	.0%	
1045921 0021 6337 PRINCETON DRIV	25,000	0	25,000	.00	.00	25,000.00	.0%	
1045921 0021 6362 CAPITAL IN PRO	196,000	0	196,000	195,459.44	.00	540.56	99.7%	
1045921 0021 6365 CAPITAL IN PRO	30,000	0	30,000	19,774.05	.00	10,225.95	65.9%	
1045921 0021 6366 CAPITAL IN PRO	235,000	0	235,000	70,093.54	.00	164,906.46	29.8%	
1045921 5405 6247 MEEKS LANE	432,000	0	432,000	.00	.00	432,000.00	.0%	
1045921 5405 6300 SCOTT ROAD UPG	10,400	0	10,400	12,656.00	.00	-2,256.00	121.7%*	
1045921 5405 6337 PRINCETON DRIV	1,500	0	1,500	.00	.00	1,500.00	.0%	
1045921 5505 6247 MEEKS LANE	1,500,000	0	1,500,000	.00	.00	1,500,000.00	.0%	
1045921 5505 6300 PUMP STATION M	540,900	0	540,900	193,296.80	.00	347,603.20	35.7%	
1045921 ER05 6247 MEEKS LANE	100,000	0	100,000	.00	.00	100,000.00	.0%	
1045921 ER05 6364 RENTAL-TRUCK	50,000	0	50,000	40,263.75	.00	9,736.25	80.5%	

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1045921 ER05 6377 RENTAL-TRUCK	50,000	0	50,000	11,407.50	.00	38,592.50	22.8%
1045921 PV01 6247 MEEKS LANE	30,000	0	30,000	.00	.00	30,000.00	.0%
1045921 PV01 6337 PRINCETON DRIV	5,000	0	5,000	.00	.00	5,000.00	.0%
1045921 PV01 6363 PAVING CONTRAC	10,000	0	10,000	.00	.00	10,000.00	.0%
1045921 PV02 6141 DRIVEWAY PAVIN	40,000	0	40,000	.00	.00	40,000.00	.0%
TOTAL CIP-COLLECTION MAINT I&I	4,255,800	0	4,255,800	542,951.08	.00	3,712,848.92	12.8%
1045922 CIP-COLLECTION-CONST. EQUIPM							
1045922 0021 6378 CAPITAL IN PRO	110,000	0	110,000	83,374.24	.00	26,625.76	75.8%
1045922 0021 6379 CAPITAL IN PRO	212,500	0	212,500	212,500.00	.00	.00	100.0%
1045922 0021 6380 CAPITAL IN PRO	28,000	0	28,000	28,182.00	.00	-182.00	100.7%*
1045922 0021 6381 CAPITAL IN PRO	26,000	0	26,000	25,240.00	.00	760.00	97.1%
TOTAL CIP-COLLECTION-CONST. EQUIPM	376,500	0	376,500	349,296.24	.00	27,203.76	92.8%
1045924 CIP-WWTP-PHYSICAL PLANT							
1045924 0024 6304 AERATION SYSTE	141,360	0	141,360	113,738.82	.00	27,621.18	80.5%
1045924 0024 6324 OZONE DISINFEC	116,000	0	116,000	30,997.74	.00	85,002.26	26.7%
1045924 0024 6325 OZONE DISINFEC	4,230,000	0	4,230,000	2,985,382.94	.00	1,244,617.06	70.6%
1045924 0024 6333 DISSOLVED PHOS	100,000	0	100,000	3,079.25	.00	96,920.75	3.1%
1045924 0024 6338 HEADWORKS BUIL	770,000	0	770,000	.00	.00	770,000.00	.0%
1045924 0024 6345 CAPITAL IN PRO	35,400	0	35,400	.00	.00	35,400.00	.0%
1045924 0024 6347 CAPITAL IN PRO	60,280	0	60,280	.00	.00	60,280.00	.0%
1045924 0024 6349 CAPITAL IN PRO	500,000	0	500,000	.00	.00	500,000.00	.0%
1045924 0024 6351 CAPITAL IN PRO	108,240	0	108,240	.00	.00	108,240.00	.0%
1045924 0024 6353 CAPITAL IN PRO	253,000	0	253,000	.00	.00	253,000.00	.0%
1045924 0024 6355 CAPITAL IN PRO	190,000	0	190,000	.00	.00	190,000.00	.0%
1045924 5405 6346 ENGINEERING	6,940	0	6,940	.00	.00	6,940.00	.0%
1045924 5405 6348 ENGINEERING	17,820	0	17,820	.00	.00	17,820.00	.0%
1045924 5405 6350 ENGINEERING	45,000	0	45,000	.00	.00	45,000.00	.0%
1045924 5405 6352 ENGINEERING	8,800	0	8,800	.00	.00	8,800.00	.0%
1045924 5405 6354 ENGINEERING	20,240	0	20,240	.00	.00	20,240.00	.0%
1045924 5405 6356 ENGINEERING	30,000	0	30,000	.00	.00	30,000.00	.0%
1045924 5405 6357 ENGINEERING	4,000	0	4,000	231.25	.00	3,768.75	5.8%
1045924 5405 6358 ENGINEERING	42,300	0	42,300	.00	.00	42,300.00	.0%
1045924 5405 6359 ENGINEERING	36,050	0	36,050	.00	.00	36,050.00	.0%
TOTAL CIP-WWTP-PHYSICAL PLANT	6,715,430	0	6,715,430	3,133,430.00	.00	3,582,000.00	46.7%

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ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
1045928 CIP-BENEFICIAL REUSE								
1045928 0028 6239 MF MEMBRANE RE	90,000	0	90,000	82,645.00	.00	7,355.00	91.8%	
1045928 5405 6360 ENGINEERING	25,000	0	25,000	.00	.00	25,000.00	.0%	
TOTAL CIP-BENEFICIAL REUSE	115,000	0	115,000	82,645.00	.00	32,355.00	71.9%	
1045930 CIP-WWTP-COMPOST FACILITY								
1045930 0030 6326 SOLIDS DRYING	570,000	0	570,000	403,379.03	.00	166,620.97	70.8%	
1045930 0030 6327 SOLIDS DRYING	14,008,800	0	14,008,800	.00	.00	14,008,800.00	.0%	
TOTAL CIP-WWTP-COMPOST FACILITY	14,578,800	0	14,578,800	403,379.03	.00	14,175,420.97	2.8%	
1045950 CIP-GENERAL & ADMINISTRATIVE								
1045950 0050 6043 COMPUTER HARDW	30,000	0	30,000	8,170.00	.00	21,830.00	27.2%	
1045950 0050 6047 COMPUTER SOFTW	30,000	0	30,000	.00	.00	30,000.00	.0%	
1045950 0050 6339 IT SYSTEM UPGR	133,000	0	133,000	90,464.83	.00	42,535.17	68.0%	
1045950 0050 6361 CAPITAL IN PRO	15,000	0	15,000	16,440.57	.00	-1,440.57	109.6%*	
TOTAL CIP-GENERAL & ADMINISTRATIVE	208,000	0	208,000	115,075.40	.00	92,924.60	55.3%	
1050050 GENERAL & ADMINISTRATIVE								
1050050 5001 SUPERVISOR LABOR	300,546	0	300,546	171,687.60	.00	128,858.40	57.1%	
1050050 5002 REGULAR LABOR	294,713	0	294,713	250,457.38	.00	44,255.62	85.0%	
1050050 5006 VACATION	0	0	0	37,817.86	.00	-37,817.86	100.0%*	
1050050 5007 SICK	0	0	0	11,344.01	.00	-11,344.01	100.0%*	
1050050 5008 PERSONAL	0	0	0	6,063.20	.00	-6,063.20	100.0%*	
1050050 5009 JURY/CIVIL/VOLUNTE	0	0	0	488.11	.00	-488.11	100.0%*	
1050050 5010 HOLIDAY	0	0	0	20,863.73	.00	-20,863.73	100.0%*	
1050050 5101 FICA EXPENSE	36,906	0	36,906	31,199.65	.00	5,706.35	84.5%	
1050050 5102 MEDICARE EXPENSE	8,632	0	8,632	7,296.56	.00	1,335.44	84.5%	
1050050 5201 UNEMPLOYMENT EXPEN	25,000	0	25,000	19,224.80	.00	5,775.20	76.9%	
1050050 5202 GROUP HEALTH INSUR	132,688	0	132,688	104,423.87	.00	28,264.13	78.7%	

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ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL		
1050050 5203 PENSION (401) UAJA	59,526	0	59,526	50,014.25	.00	9,511.75	84.0%		
1050050 5205 COBRA EMPLOYEE INS	22,000	0	22,000	22,190.89	.00	-190.89	100.9%*		
1050050 5207 GROUP LIFE INSURAN	102,000	0	102,000	100,371.47	.00	1,628.53	98.4%		
1050050 5208 HEALTH DEDUCTIBLE	175,000	0	175,000	73,912.78	.00	101,087.22	42.2%		
1050050 5301 OFFICE SUPPLIES	20,000	0	20,000	13,937.32	.00	6,062.68	69.7%		
1050050 5302 POSTAGE/SHIPPING	35,000	0	35,000	30,506.59	.00	4,493.41	87.2%		
1050050 5303 JANITORIAL SUPPLIE	7,000	0	7,000	4,206.94	.00	2,793.06	60.1%		
1050050 5307 PETTY CASH EXPENDI	200	0	200	148.50	.00	51.50	74.3%		
1050050 5401 ADVERTISING	1,500	0	1,500	1,269.15	.00	230.85	84.6%		
1050050 5402 AUDIT	23,500	0	23,500	23,949.40	.00	-449.40	101.9%*		
1050050 5405 ENGINEERING-RETAIN	1,000	0	1,000	750.00	.00	250.00	75.0%		
1050050 5406 LEGAL	75,000	0	75,000	77,440.85	.00	-2,440.85	103.3%*		
1050050 5408 INSURANCE - COMMER	354,681	0	354,681	360,945.00	.00	-6,264.00	101.8%*		
1050050 5499 MISCELLANEOUS OUTS	30,000	0	30,000	54,290.34	.00	-24,290.34	181.0%*		
1050050 5501 1054 O & M - COPIER	9,704	0	9,704	585.00	.00	9,119.00	6.0%		
1050050 5601 COMMUNICATIONS	30,000	0	30,000	11,734.83	.00	18,265.17	39.1%		
1050050 5701 TRAINING, SEMINARS	16,000	0	16,000	16,186.31	.00	-186.31	101.2%*		
1050050 5702 MEMBERSHIPS, SUBSC	8,500	0	8,500	7,223.37	.00	1,276.63	85.0%		
1050050 5703 UNIFORMS-BOOTS-GLO	22,000	0	22,000	19,126.97	.00	2,873.03	86.9%		
1050050 5704 VACCINATIONS	8,000	0	8,000	4,316.00	.00	3,684.00	54.0%		
1050050 5706 EMPLOYEE/EMPLOYER	3,000	0	3,000	1,930.37	.00	1,069.63	64.3%		
1050050 5707 MEAL ALLOWANCE	500	0	500	.00	.00	500.00	.0%		
1050050 5708 SAFETY EQUIPMENT	8,000	0	8,000	2,221.60	.00	5,778.40	27.8%		
1050050 5710 DRUG/ALCOHOL TESTI	1,300	0	1,300	777.00	.00	523.00	59.8%		
1050050 6006 MISCELLANEOUS EXPE	1,000	0	1,000	867.00	.00	133.00	86.7%		
1050050 6007 BANK FEES/CHARGES	0	0	0	195.00	.00	-195.00	100.0%*		
1050050 6015 WATER-CTWA	12,000	0	12,000	6,739.95	.00	5,260.05	56.2%		
1050050 6017 GARBAGE	8,000	0	8,000	3,446.21	.00	4,553.79	43.1%		
1050050 6019 CNET	9,228	0	9,228	4,614.00	.00	4,614.00	50.0%		
1050050 6382 CUSTODIAN SERVICES	52,800	0	52,800	24,595.00	.00	28,205.00	46.6%		
1050050 6383 PEST CONTROL	2,100	0	2,100	2,320.00	.00	-220.00	110.5%*		
TOTAL GENERAL & ADMINISTRATIVE	1,897,024	0	1,897,024	1,581,678.86	.00	315,345.14	83.4%		
1050053 G & A - INFORMATION TECHNOLOGY									
1050053 IT71 INTERNET SERVICE	7,850	0	7,850	5,284.75	.00	2,565.25	67.3%		
1050053 IT72 HARDWARE-DATA PROC	33,250	0	33,250	11,526.85	.00	21,723.15	34.7%		
1050053 IT73 SOFTWARE-DATA PROC	107,350	0	107,350	37,483.27	.00	69,866.73	34.9%		
1050053 IT74 IT MOBILE	20,500	0	20,500	24,256.82	.00	-3,756.82	118.3%*		
TOTAL G & A - INFORMATION TECHNOLOGY	168,950	0	168,950	78,551.69	.00	90,398.31	46.5%		
1050054 G & A - FLEET/FUEL									

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1050054 5502 VEHICLE MAINTENANC	80,000	0	80,000	56,189.87	.00	23,810.13	70.2%	
1050054 5603 1006 GASOLINE.	35,000	0	35,000	23,138.70	.00	11,861.30	66.1%	
1050054 5603 1008 DIESEL FUEL	150,000	0	150,000	84,529.83	.00	65,470.17	56.4%	
TOTAL G & A - FLEET/FUEL	265,000	0	265,000	163,858.40	.00	101,141.60	61.8%	
1052052 DEBT SERVICE								
1052052 5801 INTEREST PAID-1993	2,090,924	0	2,090,924	1,045,462.01	.00	1,045,461.99	50.0%	
1052052 5901 PRINCIPAL PAID-199	4,576,000	0	4,576,000	.00	.00	4,576,000.00	.0%	
1052052 6122 2015 TRUSTEE FEES	1,650	0	1,650	1,650.00	.00	.00	100.0%	
1052052 6125 TRUSTEE FESS 2017A	1,750	0	1,750	1,750.00	.00	.00	100.0%	
1052052 6126 TRUSTEE FEE 2017B	2,640	0	2,640	.00	.00	2,640.00	.0%	
1052052 6127 TRUSTEE FEE 2018	1,650	0	1,650	1,650.00	.00	.00	100.0%	
1052052 6128 TRUSTEE FEE 2020	1,650	0	1,650	1,650.00	.00	.00	100.0%	
1052052 6129 TRUSTEE FEE 20A	1,650	0	1,650	1,650.00	.00	.00	100.0%	
1052052 6130 TRUSTEE FEE 21	1,650	0	1,650	1,650.00	.00	.00	100.0%	
1052052 6131 TRUSTEE FEE 21A	1,650	0	1,650	1,650.00	.00	.00	100.0%	
1052052 6132 TRUSTEE FEE 22	1,750	0	1,750	1,750.00	.00	.00	100.0%	
TOTAL DEBT SERVICE	6,682,964	0	6,682,964	1,058,862.01	.00	5,624,101.99	15.8%	
1060019 WWTP - LABORATORY								
1060019 5001 SUPERVISOR LABOR	87,497	0	87,497	62,561.57	.00	24,935.43	71.5%	
1060019 5002 REGULAR LABOR	155,100	0	155,100	104,104.19	.00	50,995.81	67.1%	
1060019 5003 OVERTIME LABOR	1,000	0	1,000	394.96	.00	605.04	39.5%	
1060019 5005 COMP TIME	0	0	0	893.71	.00	-893.71	100.0%*	
1060019 5006 VACATION	0	0	0	23,202.62	.00	-23,202.62	100.0%*	
1060019 5007 SICK	0	0	0	2,225.54	.00	-2,225.54	100.0%*	
1060019 5008 PERSONAL DAY	0	0	0	3,351.43	.00	-3,351.43	100.0%*	
1060019 5010 HOLIDAY	0	0	0	4,162.08	.00	-4,162.08	100.0%*	
1060019 5101 FICA EXPENSE	15,041	0	15,041	11,428.58	.00	3,612.42	76.0%	
1060019 5102 MEDICARE EXPENSE	3,518	0	3,518	2,672.57	.00	845.43	76.0%	
1060019 5202 GROUP HEALTH INSUR	37,530	0	37,530	33,568.57	.00	3,961.43	89.4%	
1060019 5203 PENSION (401) UAJA	16,505	0	16,505	14,540.80	.00	1,964.20	88.1%	
1060019 5305 SMALL EQUIPMT/TOOL	150	0	150	1,461.85	.00	-1,311.85	974.6%*	
1060019 5306 LAB SUPPLIES	25,000	0	25,000	27,562.51	.00	-2,562.51	110.3%*	
1060019 5501 EQUIPMENT MAINTENA	3,500	0	3,500	432.61	.00	3,067.39	12.4%	

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ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
TOTAL WWTP - LABORATORY	344,841	0	344,841	292,563.59	.00	52,277.41	84.8%	
1060022 TREATMENT PLANT MAINTENANCE								
1060022 5001 SUPERVISOR LABOR	41,593	0	41,593	44,446.10	.00	-2,853.10	106.9%*	
1060022 5002 REGULAR LABOR	430,010	0	430,010	278,851.96	.00	151,158.04	64.8%	
1060022 5003 OVERTIME LABOR	8,000	0	8,000	2,198.90	.00	5,801.10	27.5%	
1060022 5006 VACATION	0	0	0	25,537.19	.00	-25,537.19	100.0%*	
1060022 5007 SICK	0	0	0	20,812.62	.00	-20,812.62	100.0%*	
1060022 5008 PERSONAL DAY	0	0	0	8,034.60	.00	-8,034.60	100.0%*	
1060022 5009 JURY/CIVIL/VOLUNTE	0	0	0	2,060.94	.00	-2,060.94	100.0%*	
1060022 5010 HOLIDAY	0	0	0	15,008.63	.00	-15,008.63	100.0%*	
1060022 5101 FICA EXPENSE	29,612	0	29,612	24,951.41	.00	4,660.59	84.3%	
1060022 5102 MEDICARE EXPENSE	6,839	0	6,839	5,835.23	.00	1,003.77	85.3%	
1060022 5202 GROUP HEALTH INSUR	124,564	0	124,564	86,206.15	.00	38,357.85	69.2%	
1060022 5203 PENSION (401) UAJA	25,660	0	25,660	29,959.63	.00	-4,299.63	116.8%*	
1060022 5304 OPERATIONAL SUPPLI	5,000	0	5,000	2,109.25	.00	2,890.75	42.2%	
1060022 5305 SMALL EQUIPMT/TOOL	14,000	0	14,000	8,624.87	.00	5,375.13	61.6%	
1060022 5501 EQUIPMENT MAINTENA	134,750	0	134,750	173,068.78	.00	-38,318.78	128.4%*	
1060022 5501 6174 SCADIA MAINT	82,600	0	82,600	68,237.23	.00	14,362.77	82.6%	
1060022 5501 6175 UV MAINT	32,000	0	32,000	426.44	.00	31,573.56	1.3%	
1060022 5501 6283 SOLAR MAINTENA	120,000	0	120,000	69,550.83	.00	50,449.17	58.0%	
1060022 5503 BUILDING & GROUND	35,000	0	35,000	22,760.18	.00	12,239.82	65.0%	
1060022 5508 GRIT REMOVAL-PLANT	20,000	0	20,000	19,714.66	.00	285.34	98.6%	
1060022 5603 FUEL, OIL, LUBRICA	25,000	0	25,000	15,309.93	.00	9,690.07	61.2%	
1060022 6384 SOLAR GRAZING	17,180	0	17,180	17,180.00	.00	.00	100.0%	
1060022 7511 LANDSCAPE	40,000	0	40,000	21,827.28	.00	18,172.72	54.6%	
TOTAL TREATMENT PLANT MAINTENANCE	1,191,808	0	1,191,808	962,712.81	.00	229,095.19	80.8%	
1060023 MAIN STATION								
1060023 5002 B5001 REGULAR LABOR	0	0	0	10,466.66	.00	-10,466.66	100.0%*	
1060023 5101 B5001 FICA EXPENSE	0	0	0	648.97	.00	-648.97	100.0%*	
1060023 5102 B5001 MEDICARE EXPE	0	0	0	151.81	.00	-151.81	100.0%*	
1060023 5202 B5001 GROUP HEALTH	0	0	0	1,981.66	.00	-1,981.66	100.0%*	
1060023 5203 B5001 PENSION (401)	0	0	0	782.40	.00	-782.40	100.0%*	
1060023 5505 B5001 PUMP STATION	75,000	0	75,000	23,053.60	.00	51,946.40	30.7%	
1060023 5602 B5001 O&M MAIN STAT	39,000	0	39,000	46,986.46	.00	-7,986.46	120.5%*	

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FOR 2023 09								
ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
TOTAL MAIN STATION	114,000	0	114,000	84,071.56	.00	29,928.44	73.7%	
1060025 WWTP - IPP								
1060025 5001 SUPERVISOR LABOR	87,497	0	87,497	61,049.55	.00	26,447.45	69.8%	
1060025 5006 VACATION	0	0	0	5,856.39	.00	-5,856.39	100.0%*	
1060025 5007 SICK	0	0	0	196.13	.00	-196.13	100.0%*	
1060025 5010 HOLIDAY	0	0	0	1,809.67	.00	-1,809.67	100.0%*	
1060025 5101 FICA EXPENSE	5,425	0	5,425	4,303.47	.00	1,121.53	79.3%	
1060025 5102 MEDICARE EXPENSE	1,269	0	1,269	1,006.52	.00	262.48	79.3%	
1060025 5202 GROUP HEALTH INSUR	14,616	0	14,616	14,593.16	.00	22.84	99.8%	
1060025 5203 PENSION (401) UAJA	8,750	0	8,750	6,140.93	.00	2,609.07	70.2%	
1060025 5305 SMALL EQUIPMT/TOOL	400	0	400	.00	.00	400.00	.0%	
1060025 5410 ANALYSIS	3,000	0	3,000	.00	.00	3,000.00	.0%	
1060025 5501 EQUIPMENT MAINTENA	1,000	0	1,000	.00	.00	1,000.00	.0%	
TOTAL WWTP - IPP	121,957	0	121,957	94,955.82	.00	27,001.18	77.9%	
1060028 WWTP - BENEFICIAL REUSE								
1060028 5001 SUPERVISOR LABOR	41,593	0	41,593	33,260.00	.00	8,333.00	80.0%	
1060028 5006 VACATION	0	0	0	877.38	.00	-877.38	100.0%*	
1060028 5007 SICK	0	0	0	109.28	.00	-109.28	100.0%*	
1060028 5010 HOLIDAY	0	0	0	1,100.57	.00	-1,100.57	100.0%*	
1060028 5101 FICA EXPENSE	2,579	0	2,579	2,191.52	.00	387.48	85.0%	
1060028 5102 MEDICARE EXPENSE	603	0	603	512.55	.00	90.45	85.0%	
1060028 5202 GROUP HEALTH INSUR	9,902	0	9,902	6,798.85	.00	3,103.15	68.7%	
1060028 5203 PENSION (401) UAJA	4,160	0	4,160	2,777.78	.00	1,382.22	66.8%	
1060028 5304 OPERATIONAL SUPPLI	17,000	0	17,000	1,912.70	.00	15,087.30	11.3%	
1060028 5304 1065 OPERATIONAL SU	490,000	0	490,000	427,233.07	.00	62,766.93	87.2%	
1060028 5305 SMALL EQUIPMT/TOOL	2,000	0	2,000	631.37	.00	1,368.63	31.6%	
1060028 5410 LAB ANALYSIS	10,000	0	10,000	6,644.10	.00	3,355.90	66.4%	
1060028 5501 EQUIPMENT MAINTENA	150,000	0	150,000	182,494.46	.00	-32,494.46	121.7%*	
1060028 5602 1064 POWER	200,000	0	200,000	138,996.14	.00	61,003.86	69.5%	
1060028 5605 CTWA REIMBURSE	70,000	0	70,000	50,362.44	.00	19,637.56	71.9%	
TOTAL WWTP - BENEFICIAL REUSE	997,837	0	997,837	855,902.21	.00	141,934.79	85.8%	
1060029 WWTP - DEWATERING								
1060029 5001 SUPERVISOR LABOR	41,593	0	41,593	33,260.00	.00	8,333.00	80.0%	

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FOR 2023 09									
ACCOUNTS 10	FOR: OPERATING	FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1060029	5002	REGULAR LABOR	135,398	0	135,398	86,063.89	.00	49,334.11	63.6%
1060029	5003	OVERTIME LABOR	3,500	0	3,500	2,083.44	.00	1,416.56	59.5%
1060029	5006	VACATION	0	0	0	5,004.48	.00	-5,004.48	100.0%*
1060029	5007	SICK	0	0	0	1,337.57	.00	-1,337.57	100.0%*
1060029	5008	PERSONAL	0	0	0	1,811.21	.00	-1,811.21	100.0%*
1060029	5009	JURY/CIVIL/VOLUNTE	0	0	0	288.00	.00	-288.00	100.0%*
1060029	5010	HOLIDAY	0	0	0	5,191.52	.00	-5,191.52	100.0%*
1060029	5101	FICA EXPENSE	11,160	0	11,160	8,372.44	.00	2,787.56	75.0%
1060029	5102	MEDICARE EXPENSE	2,611	0	2,611	1,958.12	.00	652.88	75.0%
1060029	5202	GROUP HEALTH INSUR	61,070	0	61,070	42,087.06	.00	18,982.94	68.9%
1060029	5203	PENSION (401) UAJA	10,930	0	10,930	10,098.55	.00	831.45	92.4%
1060029	5304	OPERATIONAL SUPPLI	500	0	500	28.97	.00	471.03	5.8%
1060029	5304	1036 POLYMER	70,000	0	70,000	51,920.00	.00	18,080.00	74.2%
1060029	5501	EQUIPMENT MAINTENA	125,000	0	125,000	62,828.89	.00	62,171.11	50.3%
1060029	5602	1042 POWER-DEWATERI	85,000	0	85,000	63,180.10	.00	21,819.90	74.3%
TOTAL WWTP - DEWATERING			546,762	0	546,762	375,514.24	.00	171,247.76	68.7%
1060030 WWTP - COMPOST									
1060030	5001	SUPERVISOR LABOR	41,593	0	41,593	33,295.40	.00	8,297.60	80.1%
1060030	5002	REGULAR LABOR	257,860	0	257,860	130,299.16	.00	127,560.84	50.5%
1060030	5003	OVERTIME LABOR	21,000	0	21,000	24,475.83	.00	-3,475.83	116.6%*
1060030	5006	VACATION	0	0	0	1,455.00	.00	-1,455.00	100.0%*
1060030	5007	SICK	0	0	0	2,569.90	.00	-2,569.90	100.0%*
1060030	5008	PERSONAL	0	0	0	2,739.37	.00	-2,739.37	100.0%*
1060030	5009	JURY/CIVIL/VOLUNTE	0	0	0	842.92	.00	-842.92	100.0%*
1060030	5010	HOLIDAY	0	0	0	9,230.98	.00	-9,230.98	100.0%*
1060030	5101	FICA EXPENSE	20,039	0	20,039	12,875.13	.00	7,163.87	64.3%
1060030	5102	MEDICARE EXPENSE	4,687	0	4,687	3,011.17	.00	1,675.83	64.2%
1060030	5202	GROUP HEALTH INSUR	52,171	0	52,171	56,263.43	.00	-4,092.43	107.8%*
1060030	5203	PENSION (401) UAJA	17,053	0	17,053	8,120.38	.00	8,932.62	47.6%
1060030	5304	OPERATIONAL SUPPLI	2,000	0	2,000	225.27	.00	1,774.73	11.3%
1060030	5304	1038 COMPOST AMEND	75,000	0	75,000	128,952.50	.00	-53,952.50	171.9%*
1060030	5305	SMALL EQUIPMT/TOOL	2,500	0	2,500	2,315.07	.00	184.93	92.6%
1060030	5409	LICENSE & FEES	5,000	0	5,000	12,780.55	.00	-7,780.55	255.6%*
1060030	5410	LAB ANALYSIS	8,500	0	8,500	10,230.60	.00	-1,730.60	120.4%*
1060030	5415	VECTOR CONTROL	0	0	0	6,120.19	.00	-6,120.19	100.0%*
1060030	5501	EQUIPMENT MAINTENA	80,000	0	80,000	25,537.25	.00	54,462.75	31.9%
1060030	5506	1032 SKID STEER 184	5,000	0	5,000	8,970.46	.00	-3,970.46	179.4%*
1060030	5506	1033 FRONT END LOAD	12,000	0	12,000	6,588.44	.00	5,411.56	54.9%
1060030	5506	1055 STREET SWEEPER	5,000	0	5,000	2,367.51	.00	2,632.49	47.4%

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FOR 2023 09									
ACCOUNTS FOR:			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
10	OPERATING FUND		APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
1060030	5506	1062 CAT SKID STEER	8,000	0	8,000	3,569.89	.00	4,430.11	44.6%
1060030	5506	1071 LOADER MAINT 6	5,000	0	5,000	4,585.32	.00	414.68	91.7%
1060030	5506	1072 TROMMEL	5,000	0	5,000	372.00	.00	4,628.00	7.4%
1060030	5602	1041 POWER-COMPOST	100,000	0	100,000	113,724.17	.00	-13,724.17	113.7%*
1060030	5603	1007 NATURAL GAS -	170,000	0	170,000	132,353.99	.00	37,646.01	77.9%
TOTAL WWTP - COMPOST			897,403	0	897,403	743,871.88	.00	153,531.12	82.9%
1060032 TREATMENT PLANT OPERATION									
1060032	5001	SUPERVISOR LABOR	41,593	0	41,593	33,260.00	.00	8,333.00	80.0%
1060032	5002	REGULAR LABOR	690,759	0	690,759	330,568.32	.00	360,190.68	47.9%
1060032	5003	OVERTIME LABOR	115,000	0	115,000	174,022.32	.00	-59,022.32	151.3%*
1060032	5004	SHIFT LABOR	12,500	0	12,500	7,054.38	.00	5,445.62	56.4%
1060032	5006	VACATION	0	0	0	22,474.89	.00	-22,474.89	100.0%*
1060032	5007	SICK	0	0	0	9,648.47	.00	-9,648.47	100.0%*
1060032	5008	PERSONAL DAY	0	0	0	7,107.78	.00	-7,107.78	100.0%*
1060032	5010	HOLIDAY	0	0	0	20,478.39	.00	-20,478.39	100.0%*
1060032	5101	FICA EXPENSE	49,126	0	49,126	37,946.20	.00	11,179.80	77.2%
1060032	5102	MEDICARE EXPENSE	11,489	0	11,489	8,874.58	.00	2,614.42	77.2%
1060032	5202	GROUP HEALTH INSUR	207,366	0	207,366	143,206.78	.00	64,159.22	69.1%
1060032	5203	PENSION (401) UAJA	38,698	0	38,698	29,070.58	.00	9,627.42	75.1%
1060032	5204	OVERHEAD	500	0	500	.00	.00	500.00	.0%
1060032	5304	OPERATION SUPPLIES	0	0	0	1,388.47	.00	-1,388.47	100.0%*
1060032	5304	1034 ALUM	225,000	0	225,000	221,395.64	.00	3,604.36	98.4%
1060032	5304	1070 CARBON SUPPLEM	285,000	0	285,000	249,806.90	.00	35,193.10	87.7%
1060032	5405	1053 STREAM MONITOR	14,250	0	14,250	14,250.00	.00	.00	100.0%
1060032	5409	LICENSE & FEES	9,000	0	9,000	11,300.00	.00	-2,300.00	125.6%*
1060032	5410	ANALYSIS	22,000	0	22,000	22,835.02	.00	-835.02	103.8%*
1060032	5499	MISCELLANEOUS OUTS	50,000	0	50,000	9,647.17	.00	40,352.83	19.3%
1060032	5602	1043 POWER-PLANT	625,000	0	625,000	554,276.70	.00	70,723.30	88.7%
TOTAL TREATMENT PLANT OPERATION			2,397,281	0	2,397,281	1,908,612.59	.00	488,668.41	79.6%
1070021 COLLECTION-MAINTENANCE									
1070021	5001	SUPERVISOR LABOR	141,812	0	141,812	77,004.67	.00	64,807.33	54.3%
1070021	5002	REGULAR LABOR	1,119,501	0	1,119,501	400,675.47	.00	718,825.53	35.8%
1070021	5002	6172 REGULAR LABOR	0	0	0	58,432.68	.00	-58,432.68	100.0%*
1070021	5002	6336 N OAK LANE	0	0	0	1,948.77	.00	-1,948.77	100.0%*

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FOR 2023 09									
ACCOUNTS 10	FOR: OPERATING	FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1070021	5002	6362 REGULAR LABOR	0	0	0	143,073.04	.00	-143,073.04	100.0%*
1070021	5002	6366 REGULAR LABOR	0	0	0	26,349.87	.00	-26,349.87	100.0%*
1070021	5002	B5002 REGULAR LABOR	0	0	0	6,895.00	.00	-6,895.00	100.0%*
1070021	5002	B5003 REGULAR LABOR	0	0	0	6,953.90	.00	-6,953.90	100.0%*
1070021	5002	B5004 REGULAR LABOR	0	0	0	6,836.03	.00	-6,836.03	100.0%*
1070021	5002	B5490 REGULAR LABOR	0	0	0	1,040.14	.00	-1,040.14	100.0%*
1070021	5002	B5491 REGULAR LABOR	0	0	0	822.72	.00	-822.72	100.0%*
1070021	5002	B5492 REGULAR LABOR	0	0	0	868.08	.00	-868.08	100.0%*
1070021	5003	OVERTIME LABOR	30,000	0	30,000	21,269.51	.00	8,730.49	70.9%
1070021	5006	VACATION	0	0	0	42,281.58	.00	-42,281.58	100.0%*
1070021	5007	SICK	0	0	0	43,727.95	.00	-43,727.95	100.0%*
1070021	5008	PERSONAL	0	0	0	7,076.07	.00	-7,076.07	100.0%*
1070021	5009	JURY/CIVIL/VOLUNTE	0	0	0	724.47	.00	-724.47	100.0%*
1070021	5010	HOLIDAY	0	0	0	37,977.64	.00	-37,977.64	100.0%*
1070021	5101	FICA EXPENSE	79,442	0	79,442	52,787.08	.00	26,654.92	66.4%
1070021	5101	6172 FICA EXPENSE	0	0	0	3,622.84	.00	-3,622.84	100.0%*
1070021	5102	MEDICARE EXPENSE	18,579	0	18,579	12,345.22	.00	6,233.78	66.4%
1070021	5102	6172 MEDICARE EXPEN	0	0	0	847.23	.00	-847.23	100.0%*
1070021	5202	GROUP HEALTH INSUR	356,344	0	356,344	195,623.55	.00	160,720.45	54.9%
1070021	5202	6172 GROUP HEALTH I	0	0	0	16,609.77	.00	-16,609.77	100.0%*
1070021	5203	PENSION (401) UAJA	70,157	0	70,157	61,336.81	.00	8,820.19	87.4%
1070021	5203	6172 PENSION (401)	0	0	0	4,115.00	.00	-4,115.00	100.0%*
1070021	5305	SMALL EQUIPMT/TOOL	20,000	0	20,000	9,462.03	.00	10,537.97	47.3%
1070021	5504	SEWER LINE MAINTEN	100,000	0	100,000	96,192.55	.00	3,807.45	96.2%
1070021	5506	CONSTRC. EQUIP MAI	0	0	0	387.57	.00	-387.57	100.0%*
1070021	6385	GIS AND MAPPING	63,000	0	63,000	51,555.20	.00	11,444.80	81.8%
1070021	ER01	RENTAL OF EQUIPMEN	1,000	0	1,000	220.00	.00	780.00	22.0%
1070021	ER14	RENTAL LOWBOY	5,000	0	5,000	640.00	.00	4,360.00	12.8%
1070021	PV01	TRENCH PAVING-CONT	20,000	0	20,000	.00	.00	20,000.00	.0%
TOTAL COLLECTION-MAINTENANCE			2,024,835	0	2,024,835	1,389,702.44	.00	635,132.56	68.6%
1070022 CONSTRUCT EQUIP MAINTENANCE									
1070022	5501	SMALL EQUIPMENT MA	8,000	0	8,000	5,523.77	.00	2,476.23	69.0%
1070022	5506	LG. CONSTRC. EQUIP	80,000	0	80,000	40,946.51	.00	39,053.49	51.2%
TOTAL CONSTRUCT EQUIP MAINTENANCE			88,000	0	88,000	46,470.28	.00	41,529.72	52.8%
1070034 COLLECTION-INSPECTION									
1070034	5001	SUPERVISOR LABOR	141,812	0	141,812	77,004.94	.00	64,807.06	54.3%

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FOR 2023 09								
ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
1070034 5002 REGULAR LABOR	230,740	0	230,740	130,934.68	.00	99,805.32	56.7%	
1070034 5002 B5481 REGULAR LABOR	0	0	0	108.00	.00	-108.00	100.0%*	
1070034 5002 B5485 REGULAR LABOR	0	0	0	2,232.42	.00	-2,232.42	100.0%*	
1070034 5002 B5488 REGULAR LABOR	0	0	0	866.96	.00	-866.96	100.0%*	
1070034 5003 OVERTIME LABOR	11,000	0	11,000	9,089.10	.00	1,910.90	82.6%	
1070034 5006 VACATION	0	0	0	20,594.96	.00	-20,594.96	100.0%*	
1070034 5007 SICK	0	0	0	6,678.06	.00	-6,678.06	100.0%*	
1070034 5008 PERSONAL	0	0	0	3,738.86	.00	-3,738.86	100.0%*	
1070034 5009 JURY/CIVIL/VOLUNTE	0	0	0	457.15	.00	-457.15	100.0%*	
1070034 5010 HOLIDAY	0	0	0	9,728.04	.00	-9,728.04	100.0%*	
1070034 5101 FICA EXPENSE	23,750	0	23,750	16,965.05	.00	6,784.95	71.4%	
1070034 5102 MEDICARE EXPENSE	5,555	0	5,555	3,967.59	.00	1,587.41	71.4%	
1070034 5202 GROUP HEALTH INSUR	53,340	0	53,340	49,679.32	.00	3,660.68	93.1%	
1070034 5203 PENSION (401) UAJA	25,719	0	25,719	21,923.28	.00	3,795.72	85.2%	
1070034 5304 OPERATIONAL SUPPLI	4,000	0	4,000	2,004.27	.00	1,995.73	50.1%	
1070034 5305 SMALL EQUIPMT/TOOL	500	0	500	86.19	.00	413.81	17.2%	
1070034 5507 SEWER LINE INSPEC/	0	0	0	1,636.50	.00	-1,636.50	100.0%*	
1070034 5507 B5461 WHITEHALL ROA	0	0	0	1,150.00	.00	-1,150.00	100.0%*	
1070034 5507 B5464 RHODES LANE	0	0	0	750.00	.00	-750.00	100.0%*	
1070034 5507 B5481 INSPECTION EN	0	0	0	650.00	.00	-650.00	100.0%*	
1070034 5507 B5485 INSPECTION EN	0	0	0	1,008.65	.00	-1,008.65	100.0%*	
1070034 5507 B5487 INSPECTION EN	0	0	0	650.00	.00	-650.00	100.0%*	
1070034 5507 B5488 INSPECTION EN	0	0	0	800.63	.00	-800.63	100.0%*	
TOTAL COLLECTION-INSPECTION	496,416	0	496,416	362,704.65	.00	133,711.35	73.1%	
1070036 COLLECTION-PUMP STATION								
1070036 5305 SMALL EQUIPMT/TOOL	1,000	0	1,000	.00	.00	1,000.00	.0%	
1070036 5501 EQUIPMENT MAINTENA	20,000	0	20,000	2,428.73	.00	17,571.27	12.1%	
1070036 5505 O & M PUMP STATION	70,000	0	70,000	32,955.90	.00	37,044.10	47.1%	
1070036 5505 B5002 O & M CLASTER	300	0	300	.00	.00	300.00	.0%	
1070036 5505 B5003 O & M NORTH M	300	0	300	.00	.00	300.00	.0%	
1070036 5505 B5004 O & M SOUTH M	300	0	300	.00	.00	300.00	.0%	
1070036 5602 POWER	62,000	0	62,000	34,102.45	.00	27,897.55	55.0%	
1070036 5602 B5002 POWER-CLASTER	500	0	500	65.80	.00	434.20	13.2%	
1070036 5602 B5004 POWER-SOUTH M	500	0	500	105.13	.00	394.87	21.0%	
1070036 5603 PUMP STATION PROPA	3,000	0	3,000	1,231.17	.00	1,768.83	41.0%	
TOTAL COLLECTION-PUMP STATION	157,900	0	157,900	70,889.18	.00	87,010.82	44.9%	
TOTAL OPERATING FUND	26,164,342	0	26,164,342	5,262,146.75	.00	20,902,195.25	20.1%	
TOTAL REVENUES	-18,478,166	0	-18,478,166	-9,435,552.21	.00	-9,042,613.79		
TOTAL EXPENSES	44,642,508	0	44,642,508	14,697,698.96	.00	29,944,809.04		

YEAR-TO-DATE BUDGET REPORT

FOR 2023 09								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
GRAND TOTAL	26,164,342	0	26,164,342	5,262,146.75	.00	20,902,195.25	20.1%	
** END OF REPORT - Generated by Sierra weight **								



To: UAJA Board
From: Jason Brown
Re: Financial Report - End of September 2023

Cash Accounts

General Checking	\$560,963.69
Payroll Checking	\$8,892.08
PLIGIT Checking	\$1,598.91
Petty Cash	\$151.40

Revenue Fund Accounts

Revenue Sweep	\$33,002.02
Revenue Trustee	\$1,578,232.62

Savings Accounts

PLIGIT Plus	\$8,935.33
93 BRIF	\$1,511,698.42
Emmaus BRIF	\$0.00

<i>TOTAL LIQUID ASSETS</i>	\$3,703,474.47
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Dedicated Accounts

2015 DSF	\$3,980.13
2017A DSF	\$620,963.88
2017 B & C DSF	\$3,126,956.94
2018 DSF	\$208,519.98
2020 DSF	\$785,559.47
2020A DSF	\$95,453.61
2021 DSF	\$132,754.40
2021A DSF	\$551,766.67
2022 DSF	\$109,381.38
2020A Construction Fund	\$1,963,160.49
2021 Construction Fund	\$8,819,721.34

<i>TOTAL DEDICATED ASSETS</i>	\$16,418,218.29
--------------------------------------	------------------------

Restricted Accounts

93 Oper. Expense Reserve	\$315,317.91
93 Debt Service Reserve	\$3,860,881.51

\$4,176,199.42

Receivables Outstanding

UAJA Sewer	\$80,860.81
UAJA Surcharge	\$0.00
Borough Sewer	\$1,795,649.06
PGM Sewer	\$2,771.51
PSU Sewer	(\$473.97)

<i>TOTAL OUTSTANDING</i>	\$1,878,807.41
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**COMPOST AND SEPTAGE OPERATIONS REPORT
SEPTEMBER 2023**

COMPOST PRODUCTION AND DISTRIBUTION

UNITS IN CU/YDS	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUGUST 2023	SEPTEMBER 2023
PRODUCTION	655	753	575	803	483	601
YTD PRODUCTION	3,106	3,859	4,434	5,237	5,720	6,322
DISTRIBUTION	1,150	557	805	423	1,333	504
YTD DISTRIBUTION	3,557	4,113	4,918	5,341	6,674	7,178
IMMEDIATE SALE	1,448	1,546	1,494	1,646	803	908
CURRENTLY IN STORAGE	2,103	2,299	2,069	2,449	1,411	1,509

SEPTAGE OPERATIONS

LBS/SOLIDS

	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUGUST 2023	SEPTEMBER 2023
PORT MATILDA	1,237	1,981	1,843	1,681	1,409	780
HUSTON TOWNSHIP	537	307	350	306	384	634

TOTAL GALLONS

	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUGUST 2023	SEPTEMBER 2023
RESIDENTIAL/COMMERCIAL	13,800	20,100	10,450	6,950	23,600	24,125
PORT MATILDA	13,000	19,500	19,500	19,500	13,000	5,500
HUSTON TOWNSHIP	6,000	8,000	6,000	8,000	6,000	7,000
TOTAL GALLONS	32,800	47,600	35,950	34,450	42,600	36,625



SUPERINTENDENT'S REPORT

For the month of September 2023
Andrew Breon, Superintendent

PLANT OPERATIONS

Total Monthly Influent Flow:	174.11 MGD	12-Month Rolling Effluent Average:	3.67 MGD
Monthly Average Influent Flow:	5.80 MGD	Plant effluent temperature monthly average	70.6°
Highest Daily Influent Flow (9/10 game and rain):	6.55 MGD	Wetland temperature monthly average	70.8°
Lowest Daily Influent Flow (9/30):	5.45 MGD		

On-line Treatment Units:

3--Primary Clarifiers:

4--Secondary Clarifiers:

2--Aeration Basins:

8--De-nitrification Filters:

Reuse Water Distribution Data

	September	Year to date gallons
Best Western Hotel	36,000	312,000
Centre Hills Golf	5,382,000	36,557,000
Stewart Drive	0	5,800
Collections Maintenance Garage	2,000	15,000
CINTAS	510,000	5,194,000
Red Line	380,000	3,821,000
Plant site	4,821,000	40,724,000
GDK Park vault	38,779,000	272,681,000
Kissinger's Pond	0	8,122,000
Elks	1,738,000	8,846,000
Total Gallons	51,648,000	376,277,800

PLANT MAINTENANCE

- Replaced the underground power cables to IPS Pump #1.
- Rebuilt Primary Scum Trough #4.
- Installed a new DO Probe at the Outfall.
- Replaced the flow totalizers at the GDK Wetlands.
- Replaced a drive chain in the Knight Mixer, a broken pin on the skid steer, and the steering arm on the street sweeper.
- A PLC card in the control panel for the Aeration Blowers failed. The part is obsolete. A new PLC is on order.

COLLECTION SYSTEM SUPERINTENDENT'S REPORT
Activities for the month of September 2023
Daren Brown, Superintendent

MAINLINE MAINTENANCE:

New Laterals – 0
Mainline Cleaning – 4,928 ft cleaned/cut with root cutter
Mainline televising – 28,278 ft televised – 132 manholes inspected.
East Hillside project
Replaced 444 ft of Mainline and 237 ft of lateral
Adjusted 16 castings for paving

LIFT STATION MAINTENANCE:

Cleaned (18) wet wells.

NEXT MONTH PROJECTS:

East Hillside project (Finish pipe replacement, concrete, paving, and restoration
Casting adjustments for paving projects (S. Church Street, Boalsburg)
Continue televising mainline
GIS for mapping

INSPECTION:

Complete-Toftrees West (Mt. Nittany Medical Center)

MAINLINE CONSTRUCTION:

- a) Grayspoint Phase 7A (pre-construction meeting)

NEW CONNECTIONS:

a.	Single-Family Residential	5	c.	Commercial	0
b.	Multi-Family Residential	1	d.	Non-Residential	0

TOTAL 6

PA One-Calls Responded to September 1 thru 30 = 322



Herbert, Rowland & Grubic, Inc.
2568 Park Center Boulevard
State College, PA 16801
814.238.7117
www.hrg-inc.com

CONSULTING ENGINEER'S REPORT

UNIVERSITY AREA JOINT AUTHORITY

HRG Project Number: 001178.0693

October 18, 2023

The following summarizes our recent services performed on behalf of the University Area Joint Authority (Authority):

RETAINER SERVICES (R001178.0693)

- Met with Collection System staff and Patton Township to review permitting requirements for upcoming replacement projects (Park Forest, Toftrees).
- The replacement projects are located within and near waterways and will require Waterway Obstruction and Encroachment Permits as well as other environmental permits, depending on the specific work to be completed.

MEEKS LANE PUMP STATION – ACT 537 PLAN SPECIAL STUDY (R001178.0663)

- Authority staff is reviewing the alternative pump station location near Waddle with Patton Township.

SCOTT ROAD PUMP STATION AND BRISTOL INTERCEPTOR (R001178.0682)

- The General Contractor has completed all punch list items.
- The Electrical Contractor is completing final punch list items.
 - The Contractor has requested to deduct the locking hasp for the ATS from his Contract. The cost to complete this is being identified by staff.
- There is one application for payment this month, summarized below for Contract No. 21-03. Based on the work completed, payment in the amount requested is recommended.

SCOTT ROAD PUMP STATION UPGRADE SUMMARY OF APPLICATIONS FOR PAYMENT					
Contract No.	Application for Payment No.	Amount Due	Current Contract Price	Total Completed and Stored	Balance to Finish Plus Retainage
2021-03	8 (Final)	\$6,600.00	\$515,303.23	\$515,303.23	\$0.00
2021-04	--	\$0.00	\$262,972.92	\$262,972.92	\$15,300.00

- **Contract No. 21-03:** Change Order No. 2 for Contract No. 21-03 for an extension of time only is recommended for approval. This change order extends the Contract Times to coincide with the actual times for substantial completion and final completion.

- **Contract No. 21-04:** Change Order No. 2, a deductive change order in the amount of \$2,301.79 is recommended to eliminate the demolition of power to the old pump station.

PERSIA PUMP STATION EVALUATION (P001178.0724)

- The draft evaluation report was submitted for review.
- Pump model recommendations were developed along with timeline projections based on current wet well and force main capacities.

PUDDINTOWN INTERCEPTOR ACT 537 SPECIAL STUDY (P001178.0725)

- The Task Activity Report (TAR) was submitted to the PA DEP. Minor comments regarding the checklist were addressed.

DEVELOPER PLAN REVIEWS:

- There were no new plan reviews.
- Winfield Heights Phase 2 drawings are anticipated to be delivered soon.

Herbert, Rowland & Grubic, Inc.



Benjamin R. Burns, P.E.

Team Leader | Water & Wastewater

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University Area Joint Authority Summation of Project Activities

October 2023

WWTP NPDES Permit – Phosphorus Study (094612027)

- Continuous in-stream monitoring of Spring Creek has been completed. We have provided compiled data to the PA DEP for review and determination of next steps.

Phosphorus Study Project Schedule

Milestone	Date
Complete stream monitoring and compile data	November – December 2022
Review final data with PADEP	TBD Awaiting Feedback
Conduct High Temperature/Low Flow Monitoring if needed	TBD

Ozone Disinfection for Effluent (094612023)

- Start-up and commissioning of the Ozone equipment has begun.

Payment Requests To Date						
Contract Number	Application for Payment #	Current Payment Due	Contract Price To Date incld/CO	Total Work To Date	% Monetarily Complete	Balance of Contract Amount
2021-05 GC	15	\$325,071.00	\$5,448,000.00	\$5,170,200.00	94.90%	\$536,310.00
2021-06 EC	9	\$52,938.75	\$350,000.00	\$319,000.00	91.14%	\$46,950.00
2021-07 MC	9	\$3,147.83	\$223,000.00	\$219,195.00	98.29%	\$14,764.75
		\$381,157.58	\$6,021,000.00	\$5,708,395.00	94.81%	\$598,024.75

- Application for Payment No. 15 has been received for Contract 2021-05 in the amount of \$325,071.00. We recommend payment in the amount of \$325,071.00.
- Application for Payment No. 9 has been received for Contract 2021-06 in the amount of \$52,938.75. We recommend payment in the amount of \$52,938.75.
- Application for Payment No. 9 has been received for Contract 2021-07 in the amount of \$3,147.83. We recommend payment in the amount of \$3,147.83.

Ozone Disinfection for Effluent Project Schedule

Milestone	Date
Notice to Proceed Issued	12/27/2021
Substantial Completion	03/27/2023
Projected Substantial Completion Date (per Contractor)	12/5/2023

Anaerobic Digestion Project (094612026)

- CFA has postponed their decision on grant awards until their November 21st Board meeting. An update will be provided at the Board Meeting.

Anaerobic Digestion Project Schedule

Milestone	Date
Updated Biogas Term Sheets and Biosolids Agreements to Stakeholders	Week of December 12, 2022
Submission of Land Development Plan	May 19, 2023
Submission of Building Permit Application	Week of July 10th
Complete Bidding Documents/Advertise for Bids	June 5, 2023
Bids Received for Construction	September 13, 2023
CFA Meeting Grant Announcement (Likely)	November 21, 2023
Tentative Bid Award	November 22, 2023
Begin Construction	January 2024
Completion of Dryer and Waste Handling Buildings	July 2025
Complete Construction	February 2026

NPDES Permit Renewal

- We are working with staff to obtain all sampling data required for submission of the NPDES permit renewal application for the Spring Creek Pollution Control Facility. The facility's permit will expire September 30, 2024, with a renewal application due no later than the end of March 2024.

Modifications to GD Kissinger Meadow Stream Augmentation

- The Authority's pending NPDES permit for the discharge of beneficial reuse water to Slab Cabin Run requires a series of modifications in control and monitoring. The changes will require modulation of the flows to the stream via SCADA, to avoid abrupt changes in stream flow. Additionally, we anticipate essentially a non-detect chlorine limit which will require de-chlorination prior to stream discharge. We are working with staff to design, permit, and implement these modifications.

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EXECUTIVE DIRECTOR'S REPORT

October 18, 2023

INFORMATION ITEMS

State College Borough Delinquency

The unpaid balance for the State College Borough is \$1,795,649.06. This amount includes penalties. The refusal to pay the full amount is very likely to cause another rate increase in 2024 for the other customers of UAJA to make up for the Borough delinquency.

ACTION ITEMS

3. Public Comment

3.1 Other items not on the agenda

4. Old Business

4.1 Resolution 23-03 Parameters Resolution Authorizing Issuance of Revenue Bonds

This resolution authorizes the issuance of sewer revenue bonds to fund the biosolids project. At this time, the actual amount to be borrowed is unknown because the Commonwealth Financing Authority (CFA) has not awarded grants. The CFA is requiring that each applicant demonstrate that funding is available to complete the project. Passing this parameters resolution clearly indicates funding is available. The actual issuance will not occur until after the CFA awards grants in November.

Included in the agenda report is the resolution, as well as a draft presentation from Public Financial Management (PFM), UAJA's financial advisor. The presentation describes two scenarios to give some idea of what this borrowing might look like. There will be many other scenarios to evaluate as we proceed to the actual borrowing in 2024, after the CFA awards are known.

The actual issuance of bonds will be presented to the Board for action at future dates in 2024.

Recommendation: Adopt Resolution 2023-03 as presented.

4.2 Rate Study

Included in the agenda report is an agreement between UAJA and Raftelis, the consultant selected by the Rate Subcommittee. The agreement is presented for approval, which will initiate a rate study.

The current UAJA rate structure is uniform and reasonable. This rate study will explore alternatives to the current rate structure that are also uniform and reasonable.

Recommendation: The Rate Subcommittee recommends this rate study.

5. New Business

5.1 2024 Tapping Fee Increase

Each year the plant capacity tapping fee is adjusted based on the construction cost index published in the Engineering News Record in October. The construction cost index rose 2.5 percent since October of 2022. This results in an increase from \$6,327.00 to \$6,485.00, an increase of \$158.00 per EDU.

Recommendation: Increase the 2024 tapping fee to \$6,485.00 per EDU, effective January 1, 2024.

5.2 Contract 21-03 Scott Road Project Change Order No. 2 Time Extension

Change Order No. 2 for Contract No. 21-03 for an extension of time only is recommended for approval. This change order extends the Contract Times to coincide with the actual times for substantial completion and final completion. Documentation has been provided to clearly indicate the delays were for equipment ordered in a timely manner by the contractor, and thus beyond the control of the contractor. 317 days are to be added.

Recommendation: Approve Change Order No.2

5.3 Contract 21-04 Scott Road Project Change Order No. 2 (Deduct)

Change Order No. 2, a deductive change order in the amount of \$2,301.79 is recommended to eliminate the demolition of power to the old pump station.

Recommendation: Approve Change Order No. 2.

5.4 Requisitions

BRIF #822	EBY Paving East Hillside Project-Asphalt	\$545.17
BRIF #823	HRI, Inc. East Hillside Project-Asphalt	\$2,236.99
BRIF #824	SiteOne Landscape East Hillside Project- Misc. Items	\$566.67
BRIF #825	S & C Operations East Hillside Project-Trucking	\$11,778.75
BRIF #826	Glossner's Concrete East Hillside Project-Concrete	\$2,918.38
BRIF #827	L/B Water East Hillside Project-Pipe Fittings	\$846.00
BRIF #828	John Nastase Construction	\$6,600.00

Scott Road Project Pay App #8

TOTAL BRIF-	\$25,491.96
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Construction Fund #101	PSI Pumping Solutions Ozone Disinfection Project Pay App. #15 (G)	\$325,071.00
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Construction Fund #102	PSI Pumping Solutions Ozone Disinfection Project Pay App. #9 (E)	\$52,938.75
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Construction Fund #103	McClure Company Ozone Disinfection Project Pay App. #9 (M)	\$3,147.83
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TOTAL 2020 A CONSTRUCTION FUND-	\$381,157.58
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Revenue Fund #201	Debt Service, Operation and Maintenance Expenses	\$1,000,000.00
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TOTAL REVENUE FUND-	\$1,000,000.00
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6. Reports of Officers

7. Other Business

Executive Session to discuss legal matters.

8. Adjournment



University Area Joint Authority

Financing Discussion

October 18, 2023

Prepared by:

Scott Shearer, *Managing Director*

Karli Keisling, *Senior Analyst*



PFM Financial Advisors LLC
100 Market Street
Harrisburg, PA 17101
717.231.6265 (P)
www.pfm.com

University Area Joint Authority

New Money Discussion

October 18, 2023

Proposed Financing Plan

- 1) The University Area Joint Authority (the “Authority”) is in the preliminary stages of analyzing options to fund its Biosolids Project.
 - a. The project is currently estimated at \$81 million.
 - b. The Authority has applied for several grants/tax credits with the goal to pay for some of the Authority’s capital plan in FY26 if received.
- 2) PFM has provided analysis for two capital plan scenarios:
 - a. Scenario 1 – 25-year pro-rata wrap (final maturity in FY49)
 - b. Scenario 2 – tight wrap (final maturity in FY45)
 - i. Both scenarios assume a first borrowing of a \$35 million project fund in March 2024, with a second borrowing of a \$38 million project fund in March 2025. The analysis also assumes an Authority contribution of \$8 million in addition to both bond issuances to fully fund the project.
 - ii. Authority would then defease a portion of the 2024 bonds with the grant/tax credit money it expects to receive in early FY26, which would lower the Authority’s overall outstanding debt service.

Federal Tax Laws

- 3) Federal tax laws permit an Issuer to borrow at a tax-exempt interest rate and invest the proceeds at an unlimited (taxable) yield subject to arbitrage requirements during the period of project construction, but only if the following three tests can be satisfied. The governing board must reasonably expect at the time the borrowing:
 - a. **Expenditure Test** – issuer will spend 85% of the proceeds within three years.
 - b. **Time Test** – issuer will incur a substantial binding obligation (sign a design contract, award a construction bid) within six (6) months, equal to at least 5% of the borrowing amount.
 - c. **Due Diligence Test** – construction of the project will proceed, and the bonds funds will be spent, with due diligence to completion.

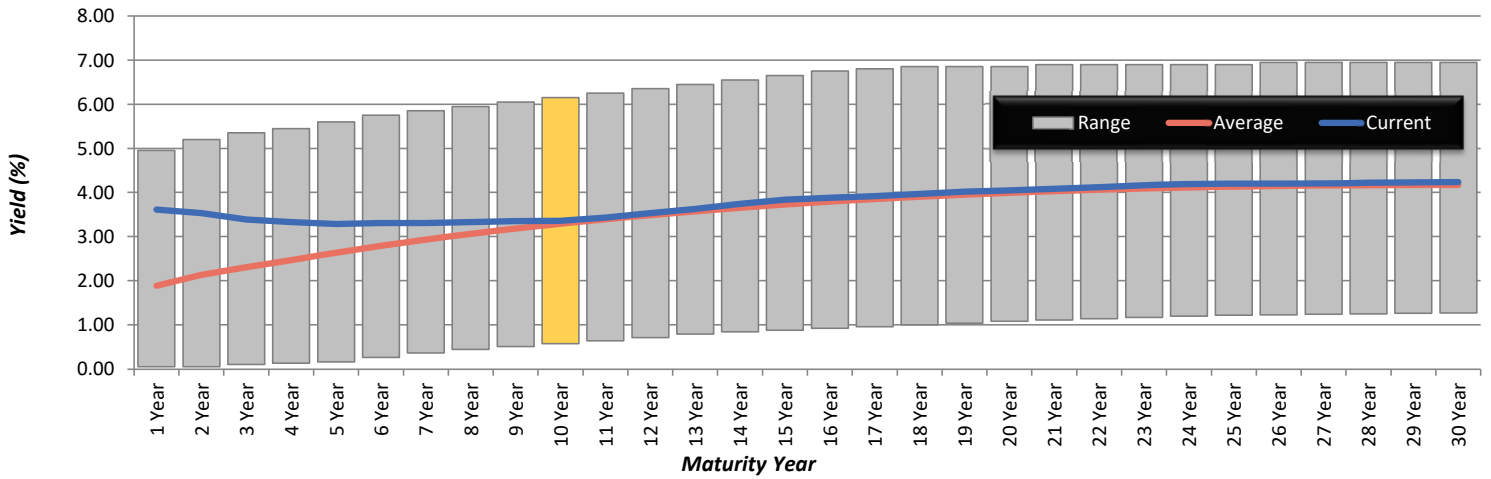
Next Steps

- ✓ Adoption of Parameters Resolution – October 18th
- ✓ PFM to distribute Underwriter RFP for 2024 Bonds – December
- ✓ Authority selection of Underwriter for 2024 Bonds – December
- ✓ Pricing of the Bonds - Early February 2024
- ✓ Settlement of the Bonds - Early March 2024

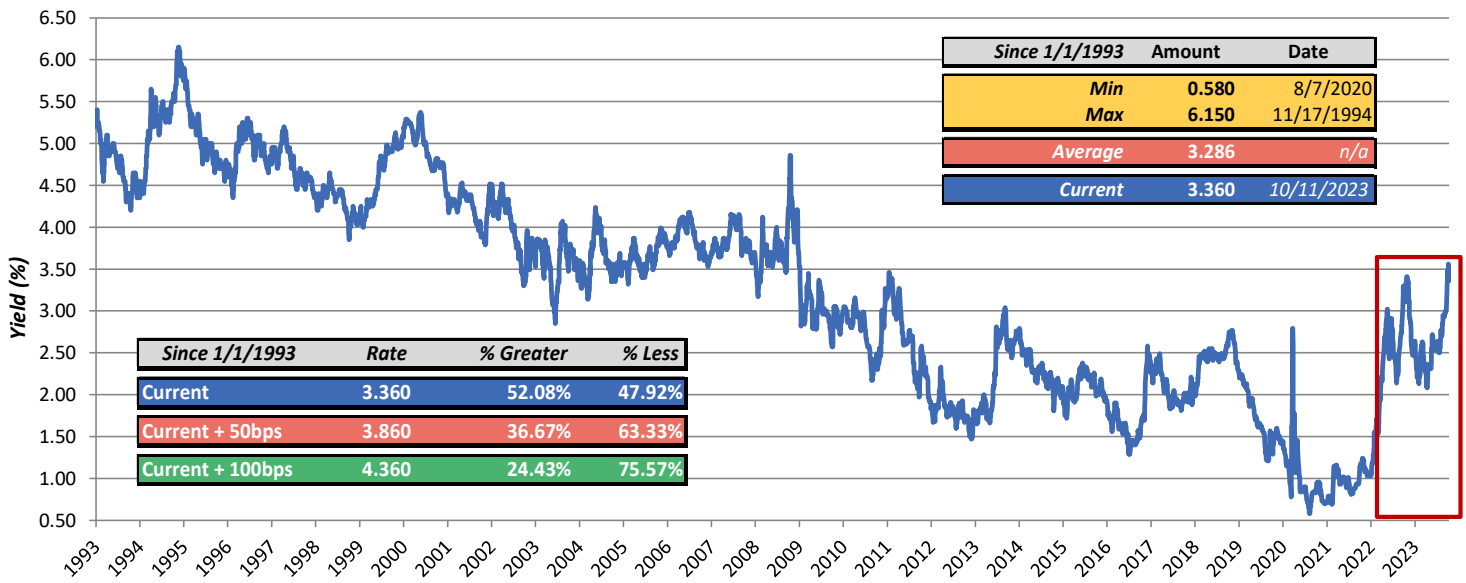
MUNICIPAL MARKET UPDATE

October 11, 2023

HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 1993



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 1993



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2022



UNIVERSITY AREA JOINT AUTHORITY
SUMMARY OF OUTSTANDING INDEBTEDNESS

Debt Service Requirements										
1	2	3	4	5	6	7	8	9	10	11
Fiscal Year Ended	FIRST LIEN DEBT									
	JSSB		Revenue Bonds Series B of 2017	Revenue Bonds Series of 2018	Revenue Bonds Series of 2020	Revenue Bonds Series A of 2020	Revenue Bonds Series of 2021	Revenue Bonds Series A of 2021	Revenue Bonds Series of 2022	Total Debt Service
	Revenue Bonds Series of 2015	Revenue Bonds Series A of 2017 ^[1]								
12/31/2023	7,481	645,599	3,442,300	416,419	883,050	190,900	265,500	606,500	209,175	6,666,924
12/31/2024	322,481	662,298	3,461,800	416,419	566,050	190,900	265,500	576,600	304,175	6,766,223
12/31/2025		687,070	3,448,300	416,419	890,650	190,900	265,500	562,100	312,275	6,773,214
12/31/2026		714,970	3,448,050	416,419	893,900	190,900	265,500	534,200	305,175	6,769,114
12/31/2027			335,050	416,419	3,318,900	190,900	265,500	1,935,200	308,175	6,770,144
12/31/2028			330,750	416,419	3,320,100	190,900	265,500	1,938,000	306,075	6,767,744
12/31/2029				416,419		190,900	265,500		5,928,450	6,801,269
12/31/2030				3,531,419		190,900	265,500		2,815,200	6,803,019
12/31/2031				6,372,969		190,900	265,500			6,829,369
12/31/2032				4,418,906		2,145,900	265,500			6,830,306
12/31/2033						6,566,800	265,500			6,832,300
12/31/2034						1,198,500	5,630,500			6,829,000
12/31/2035							3,589,550			3,589,550
12/31/2036										
Totals	329,963	2,709,937	14,466,250	17,238,225	9,872,650	11,629,300	12,140,550	6,152,600	10,488,700	85,028,175
Principal*:	315,000	2,505,000	12,770,000	13,450,000	8,980,000	9,545,000	8,850,000	5,155,000	9,000,000	70,570,000
Call Date:	5/1/2020	Anytime	11/1/2025	5/1/2026	5/1/2025	11/1/2025	11/1/2026	10/1/2026	4/1/2027	
Reset Rate:		60% WSJ Prime								
Purpose:	Cur Ref 2010	Cur Ref 2011A	Cur Ref 2014 FRN	New Money	Cur Ref 2015	New Money	New Money	Cur Ref 2016	Cur Ref 2017	

^[1] Assumes a 7-Year Fixed Rate of 1.98% through November 1, 2024, variable thereafter at the cap rate of 6.00%

* Outstanding as of October 12, 2023

UNIVERSITY AREA JOINT AUTHORITY

Summary of Proposed Financing Plan - SCENARIO 1 PRO-RATA WRAP

ESTIMATED - For
Illustrative Purposes Only

Scenario 1				
	1	2	3	4
	Step 1 (2024)	Step 2 (2025)	TOTAL	DEFEASANCE
Timing	March 2024	March 2025	-	February 2026
Principal	\$38,885,000	\$42,650,000	\$81,535,000	-
Construction Fund Deposit	\$35,000,000	\$38,000,000	\$73,000,000	-
Authority Contribution	\$0	\$8,000,000	\$8,000,000	-
Total Available for Project	\$35,000,000	\$46,000,000	\$81,000,000	-
Est. Capitalized Interest	\$3,333,524	\$1,448,864	\$4,782,389	-
Tax Credit Used for Defeasance				\$29,996,994
Bond Series Defeased				2024 Bonds
Remaining Maturities				2035 - 2040
Remaining Par Amount				\$10,130,000

5	6	7	8	9	10	11	12
Fiscal Year Ending	Existing Debt Service	Estimated New Debt Service [1][2]	Estimated New Debt Service [1][2]	Estimated Overall GROSS Debt Service	(Less:) Est. Capitalized Interest	(Less:) Defeased Debt from Tax Credit/Grant [3]	Estimated Overall NET Debt Service
12/31/2023	6,666,924			6,666,924			6,666,924
12/31/2024	6,766,223	1,333,410		8,099,633	(1,333,410)		6,766,223
12/31/2025	6,773,214	2,000,115	1,448,864	10,222,193	(3,448,979)		6,773,214
12/31/2026	6,769,114	2,000,115	2,173,297	10,942,525		(1,511,431)	9,431,094
12/31/2027	6,770,144	2,000,115	2,173,297	10,943,555		(1,511,431)	9,432,124
12/31/2028	6,767,744	2,000,115	2,173,297	10,941,155		(1,511,431)	9,429,724
12/31/2029	6,801,269	2,000,115	2,173,297	10,974,680		(1,511,431)	9,463,249
12/31/2030	6,803,019	2,000,115	2,173,297	10,976,430		(1,511,431)	9,464,999
12/31/2031	6,829,369	2,000,115	2,173,297	11,002,780		(1,511,431)	9,491,349
12/31/2032	6,830,306	2,000,115	2,173,297	11,003,717		(1,511,431)	9,492,287
12/31/2033	6,832,300	2,000,115	2,173,297	11,005,711		(1,511,431)	9,494,281
12/31/2034	6,829,000	2,000,115	2,173,297	11,002,411		(1,511,431)	9,490,981
12/31/2035	3,589,550	3,695,115	3,718,297	11,002,961		(1,511,431)	9,491,531
12/31/2036		3,817,484	4,208,617	8,026,101		(1,511,431)	6,514,670
12/31/2037		3,818,608	4,207,208	8,025,816		(1,511,431)	6,514,386
12/31/2038		3,818,130	4,209,028	8,027,158		(1,511,431)	6,515,727
12/31/2039		3,815,794	4,208,158	8,023,951		(1,511,431)	6,512,521
12/31/2040		3,816,358	4,209,340	8,025,697		(3,506,431)	4,519,267
12/31/2041		3,815,484	4,207,083	8,022,566		(3,815,484)	4,207,083
12/31/2042		3,817,829	4,207,487	8,025,315		(3,817,829)	4,207,487
12/31/2043		3,817,534	4,209,942	8,027,475		(3,817,534)	4,209,942
12/31/2044		3,819,214	4,208,532	8,027,745		(3,819,214)	4,208,532
12/31/2045		3,817,774	4,207,852	8,025,625		(3,817,774)	4,207,852
12/31/2046		3,817,867	4,207,877	8,025,743		(3,817,867)	4,207,877
12/31/2047		3,818,567	4,207,985	8,026,551		(3,818,567)	4,207,985
12/31/2048		3,814,216	4,212,185	8,026,400		(3,814,216)	4,212,185
12/31/2049		3,814,756	4,209,532	8,024,288		(3,814,756)	4,209,532
12/31/2050							
TOTAL	85,028,175	78,469,278	83,647,650	247,145,103	(4,782,389)	(59,019,695)	183,343,020

Notes:

[1] Estimated rates, actual rates to be determined at time of pricing. This scenario considers the idea of implementing Optional Extraordinary Redemptions on both bond issues.

[2] Estimated timing & borrowing sizes - to be determined by draw schedule to be provided by architect.

[3] Assumes the Authority receives \$30 million tax credit/grant reimbursement in FY2026 which is used to defease previously issued bonds. Analysis will vary based on actual reimbursement received.

Scenario 2				
	1	2	3	4
	Step 1 (2024)	Step 2 (2025)	TOTAL	DEFEASANCE
Timing	March 2024	March 2025	-	February 2026
Principal	\$38,775,000	\$41,965,000	\$80,740,000	-
Construction Fund Deposit	\$35,000,000	\$38,000,000	\$73,000,000	-
Authority Contribution	\$0	\$8,000,000	\$8,000,000	-
Total Available for Project	\$35,000,000	\$46,000,000	\$81,000,000	-
Est. Capitalized Interest	\$3,239,588	\$1,390,869	\$4,630,457	-
Tax Credit Used for Defeasance				\$29,998,871
Bond Series Defeased				2024 Bonds
Remaining Maturities				2035 - 2038
Remaining Par Amount				\$9,800,000

5	6	7	8	9	10	11	12
Fiscal Year Ending	Existing Debt Service	Estimated New Debt Service [1][2]	Estimated New Debt Service [1][2]	Estimated Overall Sub-Total Debt Service	(Less:) Est. Capitalized Interest	(Less:) Defeased Debt from Tax Credit/Grant [3]	Estimated Overall Total Debt Service
12/31/2023	6,666,924			6,666,924			6,666,924
12/31/2024	6,766,223	1,295,835		8,062,058	(1,295,835)		6,766,223
12/31/2025	6,773,214	1,943,753	1,390,869	10,107,836	(3,334,622)		6,773,214
12/31/2026	6,769,114	1,943,753	2,086,304	10,799,170		(1,479,437)	9,319,733
12/31/2027	6,770,144	1,943,753	2,086,304	10,800,200		(1,479,437)	9,320,763
12/31/2028	6,767,744	1,943,753	2,086,304	10,797,800		(1,479,437)	9,318,363
12/31/2029	6,801,269	1,943,753	2,086,304	10,831,325		(1,479,437)	9,351,888
12/31/2030	6,803,019	1,943,753	2,086,304	10,833,075		(1,479,437)	9,353,638
12/31/2031	6,829,369	1,943,753	2,086,304	10,859,425		(1,479,437)	9,379,988
12/31/2032	6,830,306	1,943,753	2,086,304	10,860,363		(1,479,437)	9,380,926
12/31/2033	6,832,300	1,943,753	2,086,304	10,862,357		(1,479,437)	9,382,920
12/31/2034	6,829,000	1,943,753	2,086,304	10,859,057		(1,479,437)	9,379,620
12/31/2035	3,589,550	3,613,753	3,656,304	10,859,607		(1,479,437)	9,380,170
12/31/2036		5,392,267	5,465,497	10,857,764		(1,479,437)	9,378,327
12/31/2037		5,391,944	5,467,487	10,859,431		(1,479,437)	9,379,994
12/31/2038		5,389,455	5,468,178	10,857,633		(4,429,437)	6,428,196
12/31/2039		5,389,297	5,471,360	10,860,657		(5,389,297)	5,471,360
12/31/2040		5,390,736	5,466,282	10,857,018		(5,390,736)	5,466,282
12/31/2041		5,385,180	5,372,701	10,757,881		(5,385,180)	5,372,701
12/31/2042		5,387,210	5,371,639	10,758,849		(5,387,210)	5,371,639
12/31/2043		5,385,160	5,372,904	10,758,064		(5,385,160)	5,372,904
12/31/2044		3,788,280	5,375,082	9,163,362		(3,788,280)	5,375,082
12/31/2045			3,162,162	3,162,162			3,162,162
12/31/2046							
12/31/2047							
12/31/2048							
12/31/2049							
12/31/2050							
TOTAL	85,028,175	71,246,641	75,817,200	232,092,016	(4,630,457)	(52,908,544)	174,553,015

Notes:

[1] Estimated rates, actual rates to be determined at time of pricing. This scenario considers the idea of implementing Optional Extraordinary Redemptions on both bond issues.

[2] Estimated timing & borrowing sizes - to be determined by draw schedule to be provided by architect.

[3] Assumes the Authority receives \$30 million tax credit/grant reimbursement in FY2026 which is used to defease previously issued bonds. Analysis will vary based on actual reimbursement received.



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UNIVERSITY AREA JOINT AUTHORITY

RESOLUTION NO. 23-03

AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF SEWER REVENUE BONDS, IN A COMBINED AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$85,000,000, FOR THE PURPOSE OF FINANCING THE DESIGN AND CONSTRUCTION OF BIOSOLID MANAGEMENT FACILITIES, CAPITALIZED INTEREST, AND ALL COSTS AND EXPENSES OF ISSUING THE BONDS; AUTHORIZING THE APPROVAL OF ONE OR MORE PROPOSALS FOR THE PURCHASE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE SUPPLEMENTAL INDENTURES TO THE TRUSTEE TO SECURE THE BONDS; APPROVING THE SUBSTANTIAL FORM, TERMS, AND CONDITIONS OF SUCH SUPPLEMENTAL INDENTURES; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE AUTHORITY TO EXECUTE AND DELIVER SUCH DOCUMENTS AND DO SUCH OTHER THINGS AS MAY BE NECESSARY TO ISSUE THE BONDS; APPROVING UNDERTAKINGS FOR CONTINUING DISCLOSURE; AUTHORIZING THE PURCHASE OF BOND INSURANCE IF DEEMED IN THE BEST INTEREST OF THIS AUTHORITY; AUTHORIZING THE EXECUTION OF THE BONDS; PROVIDING FOR THE AUTHENTICATION AND DELIVERY THEREOF BY THE TRUSTEE AND THE DISPOSITION OF THE PROCEEDS TO BE RECEIVED FROM THE SALE THEREOF.

WHEREAS, University Area Joint Authority (the “Authority”) is a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. Ch. 56, enacted by the General Assembly of the Commonwealth of Pennsylvania (the “Commonwealth”); and

WHEREAS, this Authority, pursuant to powers vested in it by law, heretofore acquired and constructed complete wastewater collection systems and a complete wastewater treatment and disposal system for rendering wastewater collection, transportation, treatment and disposal service for certain portions of the Townships of College, Ferguson, Harris and Patton and the Borough of State College, all located in Centre County, Pennsylvania, all of which facilities, together with all appurtenant facilities and properties which this Authority heretofore has acquired or constructed or hereafter may acquire or construct in connection therewith, including all property, real, personal and mixed, rights, powers, licenses, easements, right of way, privileges, franchises and other property or interests in property of whatsoever nature used or useful in connection with such facilities and together with all additions, extensions, alterations and improvements thereto which may be made or acquired, from time to time, are referred to herein as the “Sewage Disposal System”; and

WHEREAS, this Authority heretofore entered into a Trust Indenture, dated as of November 1, 1993 (the “Original Indenture”), with The Peoples National Bank of Central Pennsylvania, as trustee, under which Original Indenture U.S. Bank Trust Company, National Association (the “Trustee”) is successor trustee, and under which Original Indenture, as supplemented, this Authority assigned and transferred to and pledged with the trustee under the Original Indenture, as supplemented, its successors and assigns, to the extent provided therein, all “Receipts and Revenues from the Sewage Disposal System,” as such phrase is defined in the Original Indenture, as supplemented, as security; and

WHEREAS, this Authority has determined to design, acquire, and construct biosolid management facilities, pay capitalized interest, and provide for payment of all costs and expenses of financing, which undertakings collectively are referred to herein as the “Project”; and

WHEREAS, this Authority has determined to authorize for issuance sewer revenue bonds in a combined, maximum aggregate principal amount of Eighty-Five Million Dollars (\$85,000,000), to be issued in one or more series, and to be designated as “Sewer Revenue Bonds” together with appropriate series and calendar-year designations (collectively, “the Bonds”), with proceeds from the sale thereof to be used for and toward payment of costs and expenses of the Project; and

WHEREAS, the Bonds will be issued as one or more series of Additional Bonds, as defined in the Original Indenture, under the Original Indenture, as supplemented from time to time, including by one or more supplemental trust indentures, each corresponding to the series of Bonds being issued by the Authority and dated as of the date of delivery of the applicable series of Bonds (each, a “Supplemental Indenture,” and together with the Original Indenture, and all subsequent supplemental indentures, the “Indenture,” between this Authority and the Trustee, as trustee); and

WHEREAS, the Original Indenture provides that this Authority, under certain conditions, may issue Additional Bonds thereunder and under indentures supplemental thereto for the purpose of paying costs and expenses of the undertakings of this Authority contemplated by the Project; and

WHEREAS, the proceeds from the sale and issuance of the Bonds are to be used, together with money and funds otherwise available for the purposes, if any, for and toward payment of all costs and expenses of the Project, including the payment of the costs and expenses associated with the issuance of the Bonds; and

WHEREAS, each series of Bonds will be issued under and secured by a Supplemental Indenture to be approved by this Authority at such time as the final terms and conditions of such series of Bonds are determined; and

WHEREAS, the Authority shall select one or more underwriters as purchasers of the Bonds (each, an “Underwriter”), and such selected Underwriter will hereafter present to this Authority an agreement for the purchase of the applicable series of Bonds being issued (each, a “Bond Purchase Agreement,” and collectively, “Bond Purchase Agreements”); and

WHEREAS, this Authority has determined to authorize acceptance hereafter of the Bond Purchase Agreements by proper officers of this Authority, when finalized and in acceptable form to this Authority as provided herein, and to issue and sell Bonds to the Underwriter pursuant to the applicable Bond Purchase Agreement; and

WHEREAS, this Authority has determined to authorize the acceptance of one or more commitments for the issuance of one or more policies of municipal bond insurance for the Bonds, if deemed necessary and in the best financial interest of this Authority; and

WHEREAS, this Authority has determined to appoint as professional consultants to this Authority the following parties: PFM Financial Advisors LLC, as financial advisor (the "Financial Advisor") and Mette, Evans & Woodside, Harrisburg, Pennsylvania, as bond counsel with respect to the issuance of the Bonds ("Bond Counsel"), and further, to direct and authorize the aforementioned professional consultants and the Underwriter, as selected, to take all action necessary and proper for this Authority to complete issuance of the Bonds; and

WHEREAS, this Authority further desires to take all necessary action authorizing the negotiation, acceptance, execution, attestation, and delivery by its Chairman or Vice Chairman and Secretary or Assistant Secretary, as applicable, of all documents and instruments required in connection with the issuance of the Bonds, including but not limited to Bond Purchase Agreements, Preliminary Official Statements, and Official Statements in connection with the offering of the Bonds, and all other related documentation.

THEREFORE, BE IT RESOLVED by the Board of this Authority, as follows:

1. To finance the Project, this Authority authorizes and approves issuance of the Bonds, constituting Additional Bonds under the Original Indenture, to be issued under Indenture.

The Bonds shall be secured by the Indenture, to the extent and in the manner provided in the Indenture, shall be in the combined, aggregate principal amount not to exceed \$85,000,000, to be issued in one or more series, and shall be in the form, of the denominations, and with the maturity date(s) and shall bear the interest rate(s), be subject to the redemption provisions, and contain such other terms and provisions as are provided in the applicable Supplemental Indenture. The Bonds shall be issued under, in accordance with, and secured by the Indenture, and in conjunction therewith, this Authority confirms the assignment, transfer, and pledge with the Trustee under the Indenture of all Receipts and Revenues from the Sewage Disposal System.

2. This Authority, pursuant to Section 3.04 of the Original Indenture, exercises its right to issue the Bonds as Additional Bonds for purposes of paying Costs, Costs of Acquisition or Costs of Construction of Capital Additions and hereby approves and determines that it shall undertake the Project and take all necessary and appropriate action related thereto.

The Recitals of this Resolution, including all of the defined terms therein, are incorporated in and made a part hereof as if set forth at length.

3. The Secretary or Assistant Secretary of this Authority is directed to notify the Trustee of the action taken and authorized in this Resolution by delivering to the Trustee a copy of this Resolution, duly certified by the Secretary or Assistant Secretary under the corporate seal of this Authority.

4. U.S. Bank Trust Company, National Association, as trustee, or any other duly authorized and approved successor Trustee under the Indenture, is hereby appointed trustee, registrar, and paying agent under the Supplemental Indentures for the Bonds.

5. The forms of the Supplemental Indentures relating to the Bonds are hereby approved in substantially the forms as shall be prepared by Bond Counsel, and the Chairman of this Authority, or Vice Chairman in lieu thereof, is hereby authorized and directed to execute, accept, and deliver, and (where appropriate), the Secretary or Assistant Secretary of this Authority is hereby authorized and directed to affix the corporate seal of this Authority to, and attest, such Supplemental Indentures in substantially such forms and upon the terms and conditions therein with such changes, insertions, and variations therein as the Financial Advisor, Bond Counsel, or the Solicitor to this Authority may advise and as such officers of this Authority shall approve, such approval to be conclusively evidenced by their execution thereof.

6. The form of the Bonds contained in the applicable form of the Supplemental Indenture, as shall be prepared by Bond Counsel, is hereby approved in substantial form; the Chairman of this Authority, or Vice Chairman in lieu thereof, is hereby authorized to execute by manual or facsimile signature and delivery, and the Secretary or Assistant Secretary of this Authority is hereby authorized to affix the corporate seal of this Authority or a facsimile thereof to, and to attest by manual or facsimile signature, the Bonds in substantially such form with appropriate changes, insertions, and variations as Bond Counsel or the Solicitor to this Authority may advise and as such officers of this Authority shall approve, such approval to be conclusively evidenced by their execution thereof; and the Chairman or Vice Chairman of this Authority is authorized and directed to deliver or cause the delivery of the Bonds to the Trustee for authentication under the Supplemental Indentures herein authorized and, when such Bonds have been authenticated, to deliver them or cause them to be delivered to the Underwriter against receipt of the purchase price therefor and to deposit the amount so received with the Trustee as provided in the applicable Supplemental Indenture.

7. This Authority hereby authorizes the Executive Director of this Authority to negotiate the final terms and provisions of one or more Bond Purchase Agreements for the purchase of the Bonds. The Executive Director, after consultation with the Financial Advisor and Bond Counsel, is authorized to approve the overall amount and maturity schedule of each series of the Bonds that is issued. The Executive Director of this Authority is authorized to execute and deliver, and the Secretary or Assistant Secretary of this Authority is hereby authorized to affix the corporate seal of this Authority or a facsimile thereof to, and to attest by manual or facsimile signature, each Bond Purchase Agreement with such terms and provisions as the officers executing the same or Bond Counsel or the Solicitor to this Authority shall approve, such approval to be conclusively evidenced by their execution thereof; provided that, such terms and conditions meet the following: (i) the combined, aggregate principal amount of the Bonds to be purchased thereunder shall not exceed \$85,000,000; (ii) the interest rate on the Bonds when applying the true

interest cost calculation method shall not exceed 6.00%; (iii) the purchase price for the Bonds, including underwriting discount and net original issue discount or original issue premium, shall not be less than 95% or more than 120% of the aggregate principal amount of the Bonds to be issued and delivered by this Authority; (iv) the underwriter's discount for the Bonds shall not be more than Ten Dollars (\$10.00) per One Thousand Dollars (\$1,000) principal amount of Bonds to be issued and delivered by this Authority; and (v) the final maturity of the Bonds shall not be later than December 1, 2049. The Chairman or Vice Chairman of this Authority is authorized to accept, execute, and deliver, and the Secretary or Assistant Secretary is directed to attest and, if appropriate, affix the corporate seal to, all documents, certificates, and instruments required by the applicable Bond Purchase Agreement and not otherwise specifically authorized under this Resolution.

8. This Authority covenants to and with purchasers of the Bonds (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and this Authority further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bond.

9. The Chairman or Vice Chairman of this Authority is hereby authorized to approve a Preliminary Official Statement and a final Preliminary Official Statement for each series of Bonds issued with such changes therein as are deemed necessary or appropriate by such officer, Bond Counsel and the Solicitor to this Authority. The distribution of such Preliminary Official Statement in the final form approved as set forth above by the Underwriter to prospective purchasers of the Bonds is hereby authorized. The Chairman or Vice Chairman of this Authority is hereby authorized to execute a final Official Statement in connection with any offering and sale of the Bonds by the Underwriter, with such changes therein as are deemed necessary or appropriate by Bond Counsel and the Solicitor to this Authority, the authorization of changes to be evidenced by the execution of such Official Statement by the Chairman or Vice Chairman of this Authority. This Authority hereby authorizes the officer approving the final form of a Preliminary Official Statement to designate and certify such Preliminary Official Statement to be a "final official statement" for the purposes of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12") and to take such other appropriate action as shall be necessary to facilitate compliance by the Underwriter with Rule 15c2-12.

10. In accordance with Rule 15c2-12, this Authority hereby covenants, with and for the benefit of the holders and beneficial owners (which shall include any person or entity that has a pecuniary interest in any of the Bonds) from time to time of the Bonds, to provide to the Municipal Securities Rulemaking Board on an annual basis, the information set forth in a certain continuing disclosure certificate (the "Continuing Disclosure Certificate") to be executed and delivered by this Authority in connection with a series of Bonds. The Chairman or Vice Chairman of this Authority is authorized to execute and deliver such Continuing Disclosure Certificate containing

such provisions as are deemed necessary or appropriate by counsel to the Underwriter, Bond Counsel, and the Solicitor to this Authority and as are approved by either such officer executing such document, the approval of such Continuing Disclosure Certificate to be evidenced by the execution thereof by such officer of this Authority.

11. This Authority hereby authorizes, if it is deemed necessary and in the best financial interest of this Authority by the Financial Advisor, the purchase and acceptance of an insurance policy from a municipal bond insurance company (the “Bond Insurer”) insuring the Bonds and directs that all necessary actions be taken to issue a policy of insurance on the Bonds (the “Insurance Commitment”). The appropriate premium shall be promptly paid at the closing for a series of Bonds.

If it is determined to be in the best financial interest of this Authority as aforesaid, the Chairman or Vice Chairman is authorized and directed to execute an Insurance Commitment and to deliver an executed counterpart of an Insurance Commitment to the Bond Insurer, with such terms therein as the Financial Advisor, Bond Counsel, and the Solicitor to this Authority have advised are acceptable to this Authority.

12. The Chairman or Vice Chairman of this Authority is authorized to review and approve, and thereafter execute and deliver, and the Secretary or Assistant Secretary is directed, as appropriate, to attest, a Non-Arbitrage Certificate, a Federal Form 8038-G, a Certificate of No Litigation, a Letter of Representations (if necessary), in connection with the registration of the Bonds in book-entry form, and any other required document, instrument, or certificate in connection with the issuance of a series of Bonds.

13. Proper officers of this Authority are authorized and directed to proceed promptly with the undertakings herein contemplated and deemed to be necessary or appropriate and to take any and all actions necessary or desirable to effect, among other things, the issuance and sale of the Bonds, and to execute and to deliver such other documents and to do such other things as may be necessary to carry out any Supplemental Indenture, Bond Purchase Agreement, and Insurance Commitment (if determined to be in the best interest of this Authority), including, but not limited to, such acts and documents as may be necessary to comply with requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and with any regulations applicable thereto.

14. In connection with the issuance of the Bonds, this Authority hereby appoints as Financial Advisor the firm of PFM Financial Advisors LLC, and as Bond Counsel the firm of Mette, Evans & Woodside. If this Authority does not close on the Bonds, no fees shall be paid to the Financial Advisor, Bond Counsel, or Underwriter, except for the reimbursement of any costs and expenses incurred by said parties and other such items as set forth in a Bond Purchase Agreement.

15. Herbert, Rowland & Grubic, Inc., Consulting Engineers, and the Solicitor of this Authority, each are authorized and requested to make and deliver such documents as are required by the Original Indenture, as supplemented, in connection with issuance of the Bonds.

16. Proper officers of this Authority are authorized and directed to proceed with the Project with all due dispatch and diligence.

17. The Chairman or Vice Chairman and Secretary or Assistant Secretary of this Authority are authorized and directed to approve for payment by the Trustee of bills relating to costs and expenses of issuance of the Bonds, subject to review by the Executive Director of this Authority.

18. Proper officers of this Authority are authorized and directed to do such further acts and things as may be necessary or expedient in order to carry out the terms of the Indenture and all related documents and the intent and purpose of this Resolution.

19. This Authority approves, ratifies, and confirms all action heretofore taken by officers and other persons on behalf of this Authority in connection with the undertakings herein contemplated.

20. This Resolution shall become effective immediately.

21. In the event any provision, section, sentence, clause, or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this Authority that such remainder shall be and shall remain in full force and effect.

22. All resolutions or parts of resolutions inconsistent herewith expressly are repealed.

DULY ADOPTED by the Board of UNIVERSITY AREA JOINT AUTHORITY, Centre
County, Pennsylvania, this 18th day of October, 2023.

Attest:

UNIVERSITY AREA JOINT AUTHORITY

Secretary

BY _____
Chairman

(SEAL)



CHANGE ORDER NO. 02

Date of Issuance: October 13, 2023 Effective Date: Date Signed by Owner

Owner: University Area Joint Authority Contract No.: 21-03

Contractor: John Nastase Construction Contract Name: General Construction

Engineer: Herbert, Rowland & Grubic, Inc. HRG Project R001178.0682

Project: Scott Road Pump Station and Forcemain Upgrade

The Contract is modified as follows upon execution of this Change Order:

Description:

- Adjust Contract Times to coincide with realized dates of Substantial Completion and Final Completion
- Contractor was delayed due to supply chain issues resulting from the global pandemic, specifically the Automatic Transfer Switch required to provide power to the station and the Automatic Generator.

Attachments: Manufacturer Supply Chain Letters, Purchase Order for Generator/ATS, Submittal Dates

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

[note changes in Milestones if applicable]

Original Contract Price: \$ <u>476,703.00</u>	Original Contract Times: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>38,600.23</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> _____ days
Contract Price prior to this Change Order: \$ <u>515,303.23</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>317</u> Ready for Final Payment: <u>624</u> _____ days or dates
Contract Price incorporating this Change Order: \$ <u>515,303.23</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>437</u> Ready for Final Payment: <u>744</u> _____ days or dates

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: [Signature]
Engineer (Authorized
Signature)

By: _____
Owner (Authorized
Signature)

By: _____
Contractor (Authorized Signature)

Title: Project Manager

Title: _____

Title: _____

Date: October 13, 2023

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2018 by the Engineers Joint Contract Documents Committee.

Preconstruction Meeting MINUTES

Project: Scott Road Pump Station Report No.: 1
HRG Project No.: R001178.0682
Owner: University Area Joint Authority Meeting Location: University Area Joint Authority Board Room
Re: Preconstruction Job Conference Date: 09/27/2021 Time: 9:00 am

This confirms and records our interpretation of the discussions that occurred and our understanding reached during this meeting. Unless notified in writing within seven days of the date below, we will assume that the following interpretation or description is complete and accurate.

Participants:

Jason Brown	University Area Joint Authority	jbrown@uaia.org
Mark Harter	University Area Joint Authority	mharter@uaia.org
Ben Burns	Herbert, Rowland & Grubic, Inc.	bburns@hr-g-inc.com
John Nastase	John Nastase Construction (2021-03)	john@nastaseconstruction.com
William Neff	Westmoreland Electric (2021-04)	bneff@westmorelandelectric.com
Bruce Harpster	University Area Joint Authority	bharpster@uaia.org

1. INTRODUCTIONS

Ben Burns opened the meeting by welcoming everyone and ensured everyone introduced themselves. Ben Burns stated he is the Project Manager, University Area Joint Authority and Herbert, Rowland & Grubic, Inc. will provide the on-site Resident Project Representative (RPR). Jason Brown will be serving as the Authority's representative.

2. ENGINEER'S STATUS DURING CONSTRUCTION

Ben Burns reviewed the role of Engineer. HRG designed the project and will provide Construction Phase Services. The HRG's State College office will be the office of administration for the project Contracts.

HRG will function as the Owner's representative during construction and will provide general administration of the Contract. The Engineer will provide clarification and interpretation of the requirements of the Contract Documents, reject defective work, review and approve Shop Drawings, process and prepare Change Orders, review Applications for Payment and make recommendations, render decisions on disputes, and perform other services as set forth in the General Conditions in the Contract Documents.

Only the Owner can authorize changes in the Contract Price or Times.

The Project Manual and Drawings along with an electronic copy were provided to the Contractor. Executed Agreements will be distributed via UPS after the meeting.

3. RESIDENT PROJECT REPRESENTATIVE

Ben reviewed the role of the Resident Project Representative(s) (RPR) and called the Contractors' attention to Section 00 73 20 of the Project Manual, Duties, Responsibilities, and Limitation of the Authority of the Resident Project Representative. The Owner will be utilizing its staff to provide RPR services.

HRG will be provided general inspections of the work; however, UAJA will be fulfilling the daily role of the RPR. The UAJA RPR will be Bruce Harpster.

4. PROJECT COMMUNICATION

All communication concerning the project design and construction are to be made through the Engineer. This includes, but is not limited to, general correspondence, Shop Drawings, Requests for Information, changes in work, and payment request. The Contractor will communicate directly with the Engineer and Owner will issue all communications through the Engineer.

All communications, including shop drawings during the Project should be directed through the Oracle Submittal Exchange Website. All email correspondence should be directed to Ben Burns (bburns@hrg-inc.com) and also to Danielle Parsons (dparsons@hrg-inc.com).

Ben asked that the subject of all emails reference the Owner, Project name and Contract number as well as what the email is referencing.

Attached for reference to the agenda and these minutes are standard HRG forms that will be used, as needed, for the Project. These documents have been emailed to both contractors prior to the meeting.

5. CONTRACT TIME

The Agreement has been executed by University Area Joint Authority and the Contractor with copies distributed after the meeting. Commencing on the date of the Notice to Proceed, the Contractor shall start performing your obligations under the Contract Documents.

The Notice to Proceed (NTP) was executed and issued at the conclusion of the meeting. The Contract Times for this Contract per Article 4 of the Agreement are as follows:

Contract 2021-03		
	Date	Liquidated Damages/day
Notice to Proceed	9/27/2021	--
Substantial Completion	1/25/2022	\$ 771.49
Final Completion	2/24/2022	\$ 160.00

Contract 2021-04		
	Date	Liquidated Damages/day
Notice to Proceed	9/27/2021	--
Substantial Completion	1/25/2022	\$ 771.49
Final Completion	2/24/2022	\$ 160.00

In addition to the Liquidated Damages identified above, Special Damages to reimburse the Owner for fines and penalties as well as engineering, inspection, or construction observation costs per Article 4 of the Agreement.

Ben asked both Contractors if they see any scheduling issues with completing the project in the time frames above and in the Agreement.

Mr. Neff referenced long lead times for the generator, more than 40 weeks.

Mr. Nastase indicated that the pre-cast components may take 3-4 weeks for submittals and then another 15 weeks for the structures, particularly the value.

Mr. Burns explained that the Contractors should provide substantiating evidence from their suppliers to support lead times that would force the project beyond the substantial completion date.

6. ACCESS AND RIGHTS-OF-WAY

Access to the site is largely located within public Right-of-Ways owned by PennDOT and Ferguson Township. All Right-of-Ways are shown on the contract documents.

Mr. Burns explained that when accessing Scott Road from SR 0026 or SR 0045, traffic control measures may be required.

It was also stated that the Contractors must maintain ingress and egress for residents along Scott Road.

7. PERMITS & APPROVALS

The Owner has obtained the DEP Water Quality Management (WQM) Permit, NPDES Permit for Stormwater during

construction, the Building Permit, Ferguson Township Road Occupancy Permit and PennDOT Highway Occupancy Permit (HOP).

Mr. Burns added that the Contractor is responsible for executing the NPDES Co-Permittee Form before any work can be started on site. This form will be provided to the Contractors for execution and return to HRG.

8. FIELD ENGINEERING & RECORD DRAWINGS

HRG will provide the Contractor with control points, if requested. The Contractor is responsible for laying out his work in accordance with the Drawings and approved Shop Drawings.

The Contractor is responsible for keeping a set of Record Drawings. These drawings shall be updated on a regular basis to reflect actual dimensions. Record Drawings must be submitted with Contract Closeout Documents.

Each Contractor requested electronic drawings of the Work. Mr. Burns stated that this would be coordinated; however, each Contractor will be required to sign an electronic document release form.

9. CHANGES IN THE WORK

As previously stated, only the Owner can authorize changes in Contract Price and Contract Times. Work Change Directive, Change Order, and Change Order Request forms are documentation of this procedure. An Owner initiated change in work will be through a Work Change Directive. The Contractor may initiate a Change Order by submitting a Change Order Request with the proper documentation. Field Orders can be issued by the Engineer which results in NO CHANGE IN THE CONTRACT PRICE OR TIME.

Mr. Burns reminded the Contractor that the Contract Documents contain specified time and notice requirements for the filing of claims and the serving of notifications for adjustments in the Contract Price and Times and that the Contractor must comply with the time and notice requirements.

Mr. Burns added that due to COVID-19, UAJA is following the State Guidelines. There are certain stipulations under the contract that will allow the Contractor to be allotted additional time in the contract but not compensation, if future shutdowns are mandated.

10. WORK SCHEDULE

Mr. Burns advised the Contractor that Progress Schedule, Schedule of Values, and Schedule of Submittals for the project must be submitted for review. The Contractor needs to submit a work schedule within 10 days of the given Notice to Proceed. Acceptable schedules must be submitted prior to the first Application for Payment. The schedules need to be in accordance with the General Conditions.

Mr. Burns stated that the Owner will provide schedule updates for the delivery of equipment to be supplied by the Owner (i.e. pumps and accessories, and Control Panel).

11. SHOP DRAWING & SUBMITTAL PROCEDURES

Mr. Burns stated that the Oracle Submittal Exchange Website will be used for the exchange of submittals and other documents. It was stated that Ms. Parsons (HRG) would be sending each Contractor information on the website and training.

The Contractor was advised that all Shop Drawings must be submitted with the Contractor's certification stamp, which complies with the requirements of the Contract, on each Shop Drawing. Any uncertified Shop Drawings will be returned to the Contractor without review of the submittal.

In numbering submittals, steel certificates can be submitted under the same number as the approved as corrected submitted, with the suffice (S).

12. SUBSTITUTIONS

Mr. Burns reviewed the Contract Document substitution requirements. Ben also advised that substitutions are permitted and must be submitted in accordance with the Contract prior to Shop Drawing submittals for the substitute items. This does not include the submission of "or equal" equipment and materials. All submissions are subject to review and approval by HRG.

Each Contractor stated they know substitutions were proposed.

13. PROGRESS MEETINGS

Job Conferences will be held on a monthly basis. It was determined that meetings will be held on the First Wednesday of every month in the UAJA Board Room at 9:00 AM. Progress Meeting No. 1 will be on November 3rd at 9 AM.

14. PAYMENT APPLICATIONS

Attached to the agenda and these minutes is an Application for Payment Form, which must be used by the Contractor when submitting Applications for Payment. It is the Contractors responsibility to verify the completed work prior to submission of the final application to HRG. The Payment Period cutoff date and final drafts of the Payment Request are due to HRG based upon the following schedule:

Payment Cut-Off Date	Application Due Date	Owner's Meeting
Last Day of Prior Month	Second Wednesday	Third Wednesday

It was stressed that Applications for Payment not meeting the due dates will not be considered until the next month.

Mr. Neff asked who "pencil copies" should be review with. The response was Bruce Harpster.

Final applications for payment must be submitted to the Engineer by the second Wednesday of each month.

15. FIELD OFFICES & TEMPORARY UTILITIES

The Contractor was advised of their responsibility to provide and remove all temporary utilities and facilities installed during the project.

16. EMERGENCY PHONE NUMBERS

The Contractor is required to have at least two 24-hour phone numbers. These numbers will be furnished to the Owner, and other interested agencies or officials. These phone numbers are required to be a direct connection to an individual responsible for the work on the project and will be used if an emergency arises outside of working hours.

Mr. Burns asked the Contractors to email emergency contact names/numbers after the preconstruction meeting.

17. SUBCONTRACTORS

It was requested that the Contractors provide the name(s) of their subcontractors, including the testing laboratories that will be used for the Project. The Engineer may comment on the subcontractors, but will not approve them.

18. PREVAILING WAGE RATES AND CERTIFIED PAYROLLS

The Contractor was made aware that the Project contains PENNSYLVANIA PREVAILING WAGE RATES and that he must follow the proper procedures including properly posting the wage rates on the job. They were also advised that Weekly Payroll Reports and Certifications must be kept accurately and up to date. Prevailing Wage documentation must be submitted to HRG for review and record along with the Application for Payment. Payroll Certifications will be reviewed for accuracy and forwarded to the Owner.

19. INSURANCES

Insurance Certificates have been submitted and appear to be in accordance with the Contract Documents.

20. STEEL PROUCTS CERTIFICATION

The Contractor was reminded of their obligations to provide the Steel Procurement Certificate for applicable materials and advised that these certifications are required to be on-site at all times. The form is provided within the Contract Documents and must be submitted with the Shop Drawing submittals.

21. SAFETY AND OSHA

Mr. Burns advised the Contractor that he is solely responsible for compliance with all safety regulations and requirements, which include the safety of workmen and the general public during the course of the construction project. All applicable posters and signage must be posted on-site.

22. CONTROL OF THE WORK

Mr. Burns read the following statement into the record as part of the meeting in the presence of all Contractors:

Control of Work: "Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction (GC 7.01). Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes the protection of his employees and all other persons on the work site, all material and equipment and other property at or adjacent to the site including pavement, landscaping, and utilities, whether underground or exposed."

23. COMMENTS DURING THE MEETING

Mr. Nastase – Asked if there was a geotechnical report for the site. Mr. Burns responded that there was no such report.

Mr. Neff – Requested a tax-exempt form. Mr. Brown stated that he would email one to each Contractor.

Mr. Harter – Stressed that the existing Scott Road Pump Station experiences heavy flows, particularly during wet weather events and that the station will become overwhelmed quickly if not operable. Therefore, he stressed that keeping the existing utilities (electric, force main, sewer, etc.) in operation is a priority. He explained that trucking of wastewater may be necessary if the existing station can not operate. It was discussed that there is a by-pass connection to the force main outside of the pump station. This could be used if by-pass pumps are brought to the site. It was discussed that pending any unforeseen issue, the new station should be constructable without taking the old station off-line.

☒ Attachments: HRG Forms (Payment Application, RFI, Shop Drawing Procedures);

Prepared by:



Date: October 22, 2021

Copies: ☒ Participants ☒ OWNER ☐ ☐ ☐ ☐ ☒ File

Contractor's Application for Payment

Owner: University Area Joint Authority Engineer: Herbert, Rowland and Grubic, Inc. Contractor: _____ Project: Scott Road Pump Station and Forcemain Upgrade Contract: _____	Owner's Project No.: _____ Engineer's Project No.: R001178.0682 Contractor's Project No.: _____																								
Application No.: _____ Application Date: _____																									
Application Period: From _____ to _____																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ -</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ -</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ -</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. _____ X \$ - Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td> b. _____ X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ -</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ -</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ -</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: right;">\$ -</td></tr></table>		1. Original Contract Price	\$ -	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ -	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ -	5. Retainage		a. _____ X \$ - Work Completed	\$ -	b. _____ X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ -	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ -	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
1. Original Contract Price	\$ -																								
2. Net change by Change Orders	\$ -																								
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7. Less previous payments (Line 6 from prior application)																									
8. Amount due this application	\$ -																								
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: _____																									
Signature: _____ Date: _____																									
Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	 By: _____ Title: _____ Date: _____																								

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	University Area Joint Authority					Owner's Project No.:		
Engineer:	Herbert, Rowland and Grubic, Inc.					Engineer's Project No.:	R001178.0682	
Contractor:						Contractor's Project No.:		
Project:	Scott Road Pump Station and Forcemain Upgrade							
Contract:								

Application No.:		Application Period:	From	to		Application Date:		
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
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Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	University Area Joint Authority	Owner's Project No.:	
Engineer:	Herbert, Rowland and Grubic, Inc.	Engineer's Project No.:	R001178.0682
Contractor:		Contractor's Project No.:	
Project:	Scott Road Pump Station and Forcemain Upgrade		
Contract:			

Application No.:		Application Period:		From		to		Application Date:			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.		Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Description											
Change Orders											
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Contractor's Application for Payment

Owner:	University Area Joint Authority	Owner's Project No.:	
Engineer:	Herbert, Rowland and Grubic, Inc.	Engineer's Project No.:	R001178.0682
Contractor:		Contractor's Project No.:	
Project:	Scott Road Pump Station and Forcemain Upgrade		
Contract:			

[illegible]

REQUEST FOR INFORMATION/INTERPRETATION

Project: Scott Road Pump Station and
Forcemain Upgrade RFI No.: _____
Contractor: _____ Contract: _____
To: _____ Date: _____
From: _____ HRG Project No.: R001178.0682
Re: _____

Specification Section	Paragraph	Drawing	Detail
-----------------------	-----------	---------	--------

Request:

Proposed Solution:

Signed by: _____ Date: _____

Response:

Attachments:

Response From: _____ To: _____ Date Rec'd: _____ Date Ret'd: _____

Signed by: _____ Date: _____

Copies: ☐ Owner

SAMPLE

CONTRACTOR'S LETTERHEAD

TRANSMITTAL FORM

TO: Herbert, Rowland & Grubic, Inc.
Attn: Danielle Parsons
dparsons@hrg-inc.com

DATE:

PROJECT: Scott Road Pump Station and Forcemain Upgrade
Contract 2021-03 General Construction
OR
Contract 2021-04 Electrical Construction
University Area Joint Authority

We have enclosed the following shop drawing submittal for your review.

SPEC SECTION	SUBMITTAL NO.	DESCRIPTION	MANUFACTURER

Contractor's Certification:

Engineer's Certification:

P.O. Box 10 Terre Hill, PA 17581 800/242-1509
717/445-3100 FAX: 717/445-3108 www.terrehill.com



November 2, 2021

John Nastase Construction

PO Box 1

Snow Shoe, PA 16874

Attn: John Nastase

John,

This letter stands as a notice of production and delivery time frames for the Scott Road Pump Station project in State College, PA.

As I write this, revised drawings either have been, or shortly will be, sent back for review and approval. Once Terre Hill Concrete has received the approved drawings we can begin to schedule your structures in our Production Department .

Due to delays relating to employee health and safety, mostly related to the current COVID 19 pandemic, we are currently experiencing the following production times for your order:

Wet Well- approximately 8-10 weeks after final approvals are received by THCP.
Valva Value- approximately 8-10 weeks after final approvals are received by THCP.
Manholes- approximately 6 weeks after final approvals are received by THCP.

If you have any questions or concerns, please contact me. 610-496-9986.

Thanks

A handwritten signature in black ink, appearing to read "CR", followed by a long horizontal line extending to the right.

Chuck Rawson

THCP Sales

PURCHASE ORDER
WESTMORELAND ELECTRIC SERVICES LLC
193 CENTRAL ROAD
TARRS, PA 15688

Page:1

(724) 696-4600

Order To:

CUMMINS SALES & SERVICE
3 ALPHA DRIVE
PITTSBURGH, PA 15238

Ship To:

*WILL ADVISE AT TIME OF
RELEASE*

(412) 820-8300, Fax: (412) 820-9137

Job:

REQ.#: BN EMAIL
ATTN.: MATT PETERS
HOLD FOR APPROVAL PENDING SHOP DRAWING APPROVAL
NEED (1) ELECTRONIC SET OF SHOP DRAWINGS FOR APPROVAL
WILL ADVISE SHIPPING TERMS AT TIME OF RELEASE
PLEASE SEE ATTACHED ADDITIONAL TERMS & CONDITIONS

<u>P.O. Number & Date</u>	<u>Buyer</u>	<u>Vendor</u>	<u>Terms</u>	<u>Ship Via</u>
PW50A1-162 10/15/2021	P.HUNT	CUMMINS	Net 30	*HOLD FOR APPROVAL*

<u>Item Number</u>	<u>Description</u>	<u>Required</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext Cost</u>
	CUMMINS EMERGENCY GENERATOR PACKAGE FOR SCOTT RD PUMP STATION AS PER PLAANS AND SPECS.				
	REFER TO ATTACHED QUOTE FOR BOM AND PRICING:				

TERMS AND CONDITIONS OF PURCHASE ORDER PO

Any purchase of materials or services by WESTMORELAND ELECTRIC SERVICE, LLC. ("Buyer") from the person or entity selling materials or services (hereinafter, "Seller"), is subject to these terms and conditions, including all terms referred to and incorporated herein by reference (hereinafter "Terms").

1. Acceptance. Seller's written signature or commencement of performance shall constitute Seller's acceptance of these Terms. Any additional or different terms or conditions proposed by Seller shall be deemed rejected. Buyer expressly objects to and rejects all terms or conditions proposed by Seller in its quotation, acknowledgment, invoice, packaging or otherwise which conflict with or are in addition to any of the provisions hereof, and such terms shall not become a part of this Purchase Order. If this Purchase Order is deemed to be an acceptance of a prior offer by Seller, such acceptance is conditional on Seller's assent to all terms and conditions herein. No modification of this Purchase Order shall be binding upon Buyer unless made in writing and signed by the Buyer's authorized representative.
2. Inspection/Rejection. Buyer shall have the right to inspect the goods and/or services before paying for and/or accepting them. All materials delivered to Buyer are subject to Buyer's and Buyer's customer's rights of inspection and rejection. Buyer may at its option retain all or some part of such materials. Any damaged or rejected materials may be returned within a reasonable time after notice thereof to Seller and at Seller's expense, including storage, transportation, labor, and other charges and expenses incurred by Buyer in connection therewith. For packaged goods or services for which inspection is not feasible at time of delivery, Seller herein consents to allow Buyer a reasonable time extension for inspection and acceptance. All rejected materials shall be subject to Seller's risk and liability. No replacement of rejected materials may be made without Buyer's prior written consent. Seller shall refund to Buyer all monies paid to Seller for rejected materials. Payment for nonconforming materials shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects or damage. Seller waives all mechanics' lien rights and any bond claim rights for goods or services rejected by Buyer.
3. Representations and Warranties. Seller warrants that all materials and services covered by this Purchase Order: (a) conform to any specifications, drawings, samples or other descriptions furnished to Buyer; (b) are free and clear of liens, claims, and encumbrances; (c) are merchantable and free from defect of title or materials or workmanship; and (d) do not infringe on any patent or copyright. Seller knows of Buyer's intended use and expressly warrants that all materials covered by this Purchase Order have been selected, designed, manufactured or assembled by Seller, based upon Buyer's stated use, and will be fit and sufficient for the purposes intended. Seller warrants that it has complied, and the goods and/or services covered by this Purchase Order will comply, with all applicable federal, state and local laws, rules, regulations and orders, which directly or indirectly regulate or affect the manufacture and/or sale of such goods or services. Statements of Seller or its sales agents, in its advertising, and in its promotional materials as to quality, grade, performance and use of the materials shall be considered express warranties. These representations and warranties shall survive inspection, acceptance or payment for the materials delivered hereunder and shall run to Buyer and its customer and shall not be deemed exclusive of any other warranties, express or implied.
4. Changes; Cancellations; Termination. Buyer reserves the right to change quantities, specifications, and delivery dates. Price differences resulting from such changes shall be equitably adjusted in writing after Buyer's receipt of documentation in the form and detail as Buyer may direct. Nothing herein shall relieve Seller from proceeding without delay in the performance of this Purchase Order as changed. Buyer may cancel all or any part of this Purchase Order, without liability to Buyer, if Seller (a) fails to timely perform services or deliver materials; (b) breaches any term or condition, including Seller's warranties, and fails to cure the breach within seven (7) days (or such shorter period as reasonable under the circumstances) after receipt of notice from Buyer; or (c) becomes insolvent; makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy or is the subject of an involuntary petition in bankruptcy or a receivership. Buyer reserves the right to terminate this Purchase Order or any part thereof for the sole convenience of Buyer at any time prior to shipment upon written notice to Seller, in which event Seller will cancel the order.
5. Indemnity. Seller shall Indemnify, hold harmless and defend Buyer, its officers, employees and customer ("Indemnitees") from all claims, actions, mechanics' liens, damages and expenses, including attorney fees and incidental, liquidated and consequential damages ("Claims") arising from (a) any infringement of patent, trademark, copyright or intellectual property interest; (b) any deficiencies or defects in the services and/or materials, whether latent or patent; (c) violation by Seller of any law, rule, regulation or governmental order; (d) Seller's breach of any terms or conditions herein; or (e) the act or omission of Seller, irrespective of whether such Claim is caused, in whole or in part by the joint, several, comparative, but not sole, negligence, breach of contract or warranty by Buyer, or whether such Claim is asserted under a strict or product liability theory. Seller warrants that it shall pay for all materials furnished and work and labor performed pursuant to Seller's sub-orders under this Purchase Order, and shall indemnify and hold harmless the property owner, the property and all indemnitees from and against all Claims arising or alleged to arise from Seller's failure to pay therefor.
6. Price. The price specified on the Purchase Order shall remain fixed and no increase will be accepted by the Buyer unless agreed in writing. All direct charges such as but not limited to packaging, freight, escalation, surcharges, insurance, import duties or storage shall be included in the price. No charge not appearing on this Purchase Order shall be payable by Buyer. If the Purchase Order is placed on an open-price basis, then the price to Buyer, in the absence of a subsequent written agreement, shall not be higher than Seller's lowest prevailing price in effect on the date of the Purchase Order.
7. General Delivery Terms. Delivery of goods and/or performance of services shall be made at the place, as specified on the Purchase Order, on an F.O.B. jobsite or other location basis. Seller shall be responsible to coordinate delivery at job site or other location specified by the Buyer in advance. Should Seller fail to comply with the delivery or performance terms of this Purchase Order in a time the frame that is needed to maintain the construction schedule, Buyer may terminate this Purchase Order in whole or part and may buy elsewhere, without any penalty due to the seller, and Seller agrees to assist the buyer in recovering any additional expense so incurred. Buyer retains all its rights and remedies provided by law in the case of default, and no action on the part of the Buyer to mitigate shall constitute a waiver of any right or remedy. Buyer shall not be liable by reason of any failure or delay in delivery due to any cause beyond Buyer's reasonable control without fault or negligence.
8. Specific Delivery Terms. All deliveries must be signed for by an authorized supervisory employee of Buyer, including UPS/RPS deliveries. Notice of delivery must be made to Phillip Hunt, Amy Keefer, or Lori Stoner at (724) 696-4600 at least forty-eight (48) hours in advance or the delivery will be refused. All materials are to be boxed, palletized and protected unless otherwise noted. All fixtures and materials are to be marked by type and project, and protected from the elements. Shipping pallets should not exceed forty-two inches (42") in height.
9. Packing Slip. An itemized packing slip shall be enclosed with each shipment. All packing slips shall be marked by job number and shall be visible from eye level.

10. Invoices and Payment. An invoice for goods and/or services, with evidence of shipment properly signed by carrier's representative, if applicable, shall be submitted to Buyer for each shipment or performance of services. Error or omissions on invoices or delay in the receipt of invoices shall entitle Buyer to withhold payment without penalty or loss of any discount. Payment shall be made per the payment terms on the Purchase Order. Except as otherwise provided herein, payment for goods and/or services covered by this Purchase Order shall be made only (i) after arrival of conforming goods at destination or after completion of services, (ii) after Buyer's inspection and acceptance of goods and workmanship, (iii) after receipt of the appropriate invoices, and (iv) insofar as final payment is concerned, after Seller has complied with all of its obligations to Buyer and the goods have been accepted by the Customer. Neither inspection nor payment shall be deemed to waive any rights of the Buyer or Buyer's customer.
11. Right of Setoff. Claims for monies due or to become due to Seller shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's orders or contracts placed with Seller. Buyer expressly reserves all such rights against Seller and its assignees.
12. Incorporation of Applicable Laws. This Purchase Order incorporates by reference all applicable laws, rules, regulations, ordinances and executive orders of any competent governmental authority covering the production, sale, delivery, and installation of the materials and services supplied hereunder.
13. Jurisdiction and Venue. This Purchase Order shall be a contract made and entered into in the Commonwealth of Pennsylvania and shall be governed by the laws of Pennsylvania without regard to conflicts of laws provisions. The parties agree to waive trial by jury in all proceedings. Any action arising out of or relating to this Purchase Order shall be brought only in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the United States District Court for the Western District of Pennsylvania ("Applicable Court"). Each party agrees that it shall submit to the personal jurisdiction of such Applicable Court and each party agrees that personal jurisdiction over such party in any proceeding may be obtained within or without the jurisdiction of the Applicable Court and that any process or notice of motion or other application to any court in connection with any such proceeding may be served upon such party by registered mail to or by personal service at the last known address of such party.
14. Risk of Loss. Notwithstanding anything to the contrary, Risk of Loss shall be upon the Seller, who has title to the goods and, thus is responsible for loss or damage up until inspection and acceptance by Buyer's authorized agent..
15. Limitation of Buyer's Liability. In no event shall Buyer be liable for anticipated profits, business interruption, incidental or consequential damages. Buyer's liability for any claim arising out of this Purchase Order shall be limited to the price allocable to the materials or services.
16. Taxes. Except as otherwise expressly provided in this Purchase Order, any and all taxes or fees required by state, federal or municipal governments are to be paid and assumed by Seller, and Seller shall indemnify Buyer against liability therefore. Seller shall accept any valid sales or use tax exemption certificates.
17. Waiver. Failure of Buyer to insist upon strict adherence to any term of this Purchase Order on any occasion shall not be a waiver or deprive Buyer of the right thereafter to insist upon strict adherence to that term or any other term of this Purchase Order. Any waiver must be in writing and signed by an authorized representative of Buyer.
18. Severability. If any provision of the Purchase Order is void or unenforceable, the other provisions shall remain valid and enforceable.
19. Assignment and Transfer. Seller shall not assign or transfer any of its rights or obligations under this Purchase Order without the express prior written consent of Buyer.
20. Entire Agreement. These terms and conditions, together with the terms on the face hereof, all specifications, drawings, samples or other documents referred to herein, constitute the entire agreement between Seller and Buyer, and supersedes all prior agreements with respect to its subject matter, and may not be amended or discharged except in writing signed by the duly authorized representatives of both parties.
21. Drawings. The Seller shall provide to the Buyer the required number of shop drawings, product literature, and all other submission required by the specifications no later than (30) calendar days from the execution of this Purchase Order. If the Seller does not provide the required number of these and the Buyer is forced to make additional copies, all cost incurred by the Buyer shall be deducted from the Purchase Order. If Seller's submissions are rejected for non-compliance to the contract documents the Buyer's cost for resubmission will be deducted from the Purchase Order.

By: CUMMINS SALES AND SERVICE

MATT PETERS

Date

By: WESTMORELAND ELECTRIC SERVICES, LLC



PHILLIP HUNT

10/15/2021
Date

October 4, 2021

To

Westmoreland Electric
193 Central Road
Tarrs, PA 15688 United States

Prepared by

David Yon
10 Frontier Drive
Gibsonia PA 15044
412-820-8409
david.s.yon@cummins.com

Attention: Bill Neff

Quote for: Scott Road Pump Station

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C150D6D, Diesel Genset, 60Hz, 150kW U.S. EPA, Stationary Emergency Application C150D6D, Diesel Genset, 60Hz, 150kW Duty Rating-Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor Voltage-277/480, 3 Phase, Wye, 4 Wire Alternator-60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Alternator Heater, 120 Volt AC Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Skidbase-Housing Ready Fuel Tank - Regional, Dual-Wall, Sub-Base, <u>374 Gallon Capacity</u> Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge Switch-Fuel Tank, Rupture Basin Control Mounting-Left Facing PowerCommand1.1 Controller Gauge-Oil Pressure Analog Meters-AC Output Stop Switch-Emergency Relays-Auxiliary, Qty 2, 25A-15V DC/10A-30V DC Signals-Auxiliary, 8 Inputs/8 Outputs Control Display Language-English Load Connections-Dual Circuit Breaker, Location A, 200A-600A, 3P, LSI, 600 Volts AC, 80%, UL Circuit Breaker, Location B, 125A-400A, 3P, LSI, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor-Electronic, Isochronous Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient	1

	Engine Oil Heater-120 Volts AC, Single Phase Engine Oil Test-Varied Load, 2 Hour, 2 Step Cummins Certified Test Record Generator Warranty - Standby Base, 2 Years Literature-English Battery Rack Extension-Oil Drain	
2	Circuit Breaker Installation-12VDC Shunt Trip	2
3	Set of Spare Filters (QSB7-G5)	2
4	Battery Charger-10 Amp, Regulated 120/208/240VAC, 12/24V (Ships Loose for Wall Mount)	1
5	12VDC Engine Starting Battery - 810CCA (BE MT-34-2)	1
6	Battery Heater 200W 6" x 9", 120VAC	2
7	Manual - Operator/Maintenance and Parts	2
8	Oil and Antifreeze Installed, Plus One (1) Set of O & M Manuals unless noted otherwise.	1
9	Preventive Equipment Maintenance Agreement - One Year Annual, with Inspection and Full Annual Service	1
10	Generator Mounted Resistive Load bank - 75 kW 75 KW @ 480V, AC, 3Ø, 60 Hz, 90 Amps per Phase 5 kW minimum load step resolution Stainless Steel Top and Hardware Remote Operator Control Panel	1
11	Load Bank Misc. Parts & Material	1
12	Load Bank Mounted on Generator Enclosure	1
13	ASCO 7000 Series Automatic Transfer Switch - 600 Amp Service Entrance Rated 277/480VAC, 3Ø, 4W, 60Hz, 4-Pole, Enclosure Type – NEMA 4X SS, Delayed Transition Switch-Breaker on Normal 2-Pole D/T Contact – Normal / Emergency Load Shed Circuit – CTTS & DTTS Selective Load Disconnect Pre/Post Transfer Signal Enclosure Strip Heater with Thermostat Non-Standard Cable Lugs SPD – ASCO 450 Series Surge Suppressor <u>150kA</u>* per Node. Connected to Load only 3Ø, 4W, Wye SPD Includes a 4" x 5" Display 100% Service Rated Breaker 5170 Quad Ethernet Module, 24 VDC Capacitor Ride-Through-Power PM8000 Meter with Display and Digital IO Module Metering the Load Transfer Switch Warranty-2 Year H7ADUSB30600N5XP	1
14	Delivery of Equipment to Jobsite	1
15	Travel Time and Mileage to Jobsite	2
16	Standard Emergency Generator Startup during Normal Business Hours	1
17	4 Hour On-Site Load Bank Test for a 480 VAC System with 50' Hook-Up Max.	1
18	Two Hours Personnel Training at Jobsite	1
13	Manual Transfer Switch - 400 Amp	1

	Double-Throw 3-Pole Enclosure Type - NEMA 12	

EXCEPTIONS/CLARIFICATIONS:

1. * We are providing the SPD as shown on Drawing E-04 at 150kA per node, as it is the only one offered by ASCO. Drawing E-04 shows the SPD at 300kA, however this is not offered or available from ASCO. If 300kA is still required, it would be by others and the deduct to remove the included ASCO SPD would be \$900.00.

Quote value does not include any tax.

NOTES:

1. Specification Section 26 32 13.Part 2.2.06: Elevated Work Platform) An elevated work platform is not included in the above Proposal as the generator controls and circuit breakers are less than 56" above grade, which is below the height indicated in the specs and is not required by code.
2. The ASCO Automatic Transfer Switch included in the above Proposal is oversized to meet with the required 65kA WCR and uses a higher priced Series 7000 ATS in lieu of the 300 Series need per functionality. If 65kA is not required, a 300 Series ASCO switch can be used a savings will be realized.
3. The Manual Transfer Switch as shown on Drawing E-02 and referenced in Note #5 is included in the above Proposal.
4. All NETA Testing by others.
5. All Selective Coordination, Arc Flash and Short Circuit Studies by others.
6. All Testing Agency Tests by others.
7. All video recordings of training by others.
8. The equipment contained in this quotation complies with U.S. EPA emission regulations for "Stationary Equipment" applications.
9. This Proposal is based on the project Specifications and Drawings.
10. All Diesel Fuel by others.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.


Submitted by:

Donald R. Singer

Donald R. Singer, Senior Sales Executive
donald.r.singer@cummins.com
 (412) 841-8556

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.



Authorized Signature

10/15/2021

Date

Westmoreland Electric Services, LLC

Company Name

Phillip Hunt Purchasing Administrator

Printed Name & Title

PW50A1-162

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT.

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities



WESTMORELAND ELECTRIC SERVICES LLC
193 CENTRAL ROAD
TARRS, PA 15688

(724) 696-4600 PHONE
(724) 696-4490 FACSIMILE

LETTER OF TRANSMITTAL

DATE 11/23/2021 JOB NO. PW50A1
ATTENTION MATT PETERS

TO: CUMMINS

RE: SCOTT ROAD PUMP STATION
FERGUSSON TOWNSHIP
CENTER COUNTY PA

LADIES AND GENTLEMEN:

WE ARE SENDING YOU

☒ Shop drawings

☒ Attached

☐ Prints

☐ Change Order

☐ Under separate cover via _____

☐ Plans

☐ _____

the following items:

☐ Samples

☐ Specifications

COPIES	DATE	NO.	DESCRIPTION
1	11/23/2021	14	SPEC SECTION: 26 36 23 TRANSFER SWITCHES 1.05 SUBMITTALS B. SHOP DRAWINGS

THESE ARE TRANSMITTED as checked below:

☐ For approval

☐ For your use

☐ As requested

☐ For review and comment

☐ FOR BIDS DUE,

☐ Approved as submitted

☒ Approved as noted

☐ Returned for corrections

☐ _____

20

☐ Resubmit

☐ Submit

☐ Return

☐ PRINTS RETURNED AFTER LOAN TO US

_____ copies for approval

_____ copies for distribution

_____ corrected prints

REMARKS

PLEASE RELEASE AS "APPROVED AS NOTED."

SHIP TO: JOBSITE – DELIVERY MUST BE CLOSELY COORDINATED WITH JASON SPANGLER.

724-672-5117 AT LEAST 48 HRS PRIOR TO DELIVERY.

COPY TO

BN, FIELD, PURCH

SIGNED:

William F. Neff

William F. Neff Project Manager

If enclosures are not as noted, kindly notify us at once.



WESTMORELAND ELECTRIC SERVICES LLC

193 CENTRAL ROAD
TARRS, PA 15688

(724) 696-4600 PHONE
(724) 696-4490 FACSIMILE

TRANSMITTAL FORM

TO: Herbert, Rowland & Grubic, Inc.
Attn: Danielle Parsons
dparsons@hr-g-inc.com

DATE: 11/15/2021

PROJECT: Scott Road Pump Station and Forcemain Upgrade
Contract 2021-03 General Construction
OR
Contract 2021-04 Electrical Construction
University Area Joint Authority

We have enclosed the following shop drawing submittal for your review.

SPEC SECTION	SUBMITTAL NO.	DESCRIPTION	MANUFACTURER
26 36 23	14	SPEC 26 36 23 TRANSFER SWITCHES 1.05 SUBMITTALS B. SHOP DRAWINGS	

Contractor's Certification:

SHOP DRAWINGS/SUBMITTALS HAVE BEEN
APPROVED BY WESTMORELAND ELECTRIC SERVICES, LLC.
FOR CONFORMANCE WITH THE PLANS AND SPECIFICATIONS
CHECKED BY ALK DATE 11/15/2021

Engineer's Certification:

APPROVED ☐
APPROVED AS CORRECTED ☒
REVISE AND RESUBMIT ☐
NOT APPROVED ☐

Approval is only for general conformance with the design concept of the Project and the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication process or to the means and methods of construction; coordination of the work of all trades; and performing all work in a safe and satisfactory manner. This approval does not modify Contractor's duty to comply with the Contract Documents.

Engineer's Comments:

- Load bank to be 75kW.
- ATS shall be equipped with all required lugs as shown on the contract drawings.

HERBERT, ROWLAND & GRUBIC, INC.

By RPH
Date 11/22/2021

Westmoreland Electric Services, LLC

ELECTRICAL CONTRACTING
COMMERCIAL INDUSTRIAL
TELECOMMUNICATIONS

PROJECT: SCOTT ROAD PUMP STATION

OWNER: SCOTT ROAD PUMP STATION
FERGUSON TOWNSHIP
CENTRE COUNTY PA

ENGINEER: HERBERT ROWLAND & GRUBIC
2568 PARK CENTER BLVD
STATE COLLEGE PA 16801

CONTRACTOR: WESTMORELAND ELECTRIC SERVICES, LLC
193 CENTRAL ROAD
TARRS PA 15688
PHONE (724) 696-4600

SUBMITTAL #14: SPEC SECTION: 26 32 23 TRANSFER SWITCHES
1.05 SUBMITTALS
B. SHOP DRAWINGS

SHOP DRAWINGS/SUBMITTALS HAVE BEEN
APPROVED BY WESTMORELAND ELECTRIC
SERVICES, LLC. FOR CONFORMANCE WITH
THE PLANS AND SPECIFICATIONS
CHECKED BY WFN DATE 11/15/2021

TO: Our Customers

June 8, 2022

FR: Jack McCauley, VP – Sales
Christopher D. Showers, VP – Manufacturing

RE: Customer Relations

At ASCO Power, we are dedicated to delivering world class critical power solutions for our customers. We understand that your success is our success, and we are passionate about placing our customers first each and every day. To that end, we want to provide an update on the current state of our supply chain—including a summary of the macro headwinds that continue to impact our service level performance and the proactive measures and investments we are making to mitigate future impacts to your business and emerge stronger.

As the global economy emerges from the COVID pandemic, remnants both positive and negative remain across all industries. ASCO Power has been met with unprecedented demand for many of our core offers. The fact that the markets we serve are once again healthy, and our offers continue to resonate with our customers, is very encouraging. However, this historic spike in demand, constrained labor availability and global shortages of certain materials have challenged our upstream suppliers. All together, these factors have resulted in extended lead times, low stock levels in select product categories, and delays in shipping in some of our lines of business.

Since the pandemic started, ASCO has taken integral steps to strengthen resiliency, increase flexibility, and safeguard our supply chain. Within that time period, we have made significant investments in increasing our production and warehouse space & capacity across North America. In addition, we have increased raw material inventory levels and strengthened and expanded our workforce.

Beyond these strategic investments, we continue to interact collaboratively with our existing suppliers at the highest levels, are vetting and approving new suppliers to expand our network of partners and leveraging automation. We have taken the initiative to expand our strategy of sourcing from multiple suppliers and regions for several critical parts as a preventive measure for the future. During this time, we are going to the furthest extent to assist our suppliers in solving their issues such as raw material shortage, sub supplier relations, and more.

We acknowledge that the challenges caused by the pandemic are not completely behind us, but we want to assure you that we understand the importance of tackling them head-on due to their critical nature. As an organization, ASCO Power Technologies continues to remain fully devoted to our customers' success. Our #1 focus is always our customer satisfaction and on time delivery. Due to this commitment, we transparently provide you with this update on the challenges facing our supply chain, along with the assurance that we are working strenuously around the clock to overcome these issues.

As always, we appreciate your business, trust, and partnership!

Jack McCauley

Christopher D. Showers

Vice President
SalesVice President
Manufacturing



Cummins, along with virtually all industries and markets, continues to experience global supply disruption, impacting many areas of our business in both first fit and aftermarket. Significant supply disruption initially began in late 2020 and we have seen sustained impacts to our supply chain over the past year.

Throughout 2021 and the first three quarters of 2022, we worked to make improvements and mitigate the effects from these global supply challenges, making progress in many areas such as:

- Increasing parts supply to our aftermarket Parts Distribution Centers (PDCs) to meet critical aftermarket needs and managing increased demand on critical components.
- Utilizing our remanufacturing expertise to supplement the supply of new components impacted by supply chain constraints to meet aftermarket customer requirements.
- Decreasing our total number of backorders and improving the status of many backordered product groups such as overhaul kits, fuel systems and cylinder heads, allowing us to fill more orders for customers.
- Improving the accuracy of and how we use the output of our demand planning process to improve forecasting and ordering across our supply base.

As we moved into the second half of the year, we faced new, unexpected challenges in many areas of our supply chain, impacting our ability to rebound quickly. Current disruptions to our supply chain and operations are primarily driven by:

- Volatile demand, putting continued pressure on our already constrained supply base.
- The surge of the COVID-19 omicron variant caused absenteeism to ebb and flow across all our global regions and creating new lockdowns in China that have impacted both production and logistics. Our direct operations in China have been able to continue operating through the most recent shutdown.
- Global transportation delays and logistics challenges reaching unprecedented levels, primarily driven by the lockdowns in China, increased transportations costs and the ongoing conflict in Russia and Ukraine.

We are working to address these ongoing challenges and take action to mitigate additional impact, continuing our focus on:

- Addressing staffing and absenteeism challenges while prioritizing the safety of both our colleagues and customers.
- Addressing operational challenges and global transportation and logistics delays.
- Supporting our suppliers in increasing their capacity and efficiency and solving ongoing issues with raw material and chip shortages.
- Prioritizing engine down orders to support critical service events.

This situation is both dynamic and complex. While we have seen pockets of recovery in some areas, we see uneven recovery as challenges pop up in other parts of our supply chain. While Cummins is acting quickly to resolve issues, we cannot be sure when many of these issues will be fully resolved. We understand these challenges are difficult on our customers and delivery partners, and we want to reinforce that it is our highest priority to create resolutions as quickly as possible.

As the current situation evolves, we will continue to provide updates to you and your teams as frequently as possible. We understand the impact that this has on your business, and we greatly appreciate your continued partnership and patience as we work to address these issues and provide updated information to our network.

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			Date Expected		Submittal From Subcontractor		Submittal From GC			Review by Consultant				Review by Engineer PM				Review by Engineer Final Reviewer			Returned to Sub		
Submittal #	Description	Supplier or Manufacturer	Set Dates		Date	File	Date	File	Sent to Engineer Final	Sent to	Review...	File	Action	Sent to	Review...	File	Action	Returned To GC	File	Action	Date	File	Remarks
Filter	Filter	Filter	Filter		Filter		Filter		Filter		Filter		Filter	Filter	Filter		Filter	Filter	Filter	Filter		Filter	Filter
	Qualifications Statement		--																				
▲ 330505.41-Air Testing																							
	Evaluation Reports		--																				
	Qualifications Statement		--																				
▲ 330505.43-Mandrel Testing																							
	Evaluation Reports		--																				
▲ 330509.33-Thrust Restraint for Util...																							
330509....	Manufacturer Instructions & Man...						11/30/21		11/30/21					11/30/21	11/30/21		AAC	12/2/21		AAC	12/2/21		
330509....	Steel Certificate						1/10/23		1/10/23					1/10/23	1/17/23		APP	1/17/23		APP	1/18/23		
	Delegated Design Submittals		--																				
	Qualifications Statement		--																				
	Shop Drawings		--																				
▲ 330561-Concrete Manholes																							
330561-...	Product Data & Shop Drawings	Haliday					10/24/21		10/24/21					10/24/21	10/27/21		APP	10/28/21		APP	10/28/21		
330561-...	Field Quality-Control Submittals ...	Terre Hill					11/3/21		11/3/21					11/3/21	11/5/21		AAC	11/8/21		AAC	6/6/22		
330561-...	Steel Certificate				1/10/23		1/10/23		1/10/23					1/10/23	1/17/23		R&R	1/17/23		R&R	1/18/23		
330561-...	Resubmittal of Steel Certificate				1/18/23		1/18/23		1/18/23					1/18/23	1/19/23		APP	1/19/23		APP	1/19/23		
▲ 330563-Concrete Vaults & Chambers																							
330563-...	Delegated Design Submittals & ...	Terre Hill					10/26/21		10/26/21					10/26/21	10/27/21		R&R	10/28/21		R&R	10/28/21		
330563-...	Field Quality-Control Submittals ...	Terre Hill					11/3/21		11/3/21					11/3/21	11/5/21		AAC	11/8/21		AAC	11/8/21		
▲ 333111-Public Sanitary Sewerage ...																							
333111-...	Product Data	National Pipe					10/6/21		10/6/21									10/8/21		APP	6/6/22		
	Evaluation Reports		--																				
	Field Quality-Control Submittals		--																				
	Manufacturer Instructions		--																				



CHANGE ORDER NO. 02

Date of Issuance: October 13, 2023

Effective Date: Date Signed by Owner

Owner: University Area Joint Authority

Contract No.: 21-04

Contractor: Westmoreland Electrical Services, LLC

Contract Name: Electrical Construction

Engineer: Herbert, Rowland & Grubic, Inc.

HRG Project R001178.0682

Project: Scott Road Pump Station and Forcemain Upgrade

The Contract is modified as follows upon execution of this Change Order:

Description:

- Delete labor associated with work inside the existing pump station building. This includes removal of existing and replacement of ATS and heater.

Attachments: Change Proposals (as revised) submitted by Westmoreland Electric Services, LLC

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

[note changes in Milestones if applicable]

Original Contract Price:
\$ 244,500.00

Original Contract Times:
Substantial Completion: 120
Ready for Final Payment: 150 _____
days or dates

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:
\$ 18,472.92

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:
Substantial Completion: 0
Ready for Final Payment: 0 _____
days

Contract Price prior to this Change Order:
\$ 262,972.92

Contract Times prior to this Change Order:
Substantial Completion: 120
Ready for Final Payment: 150 _____
days or dates

[Increase] [Decrease] of this Change Order:
\$ 2,301.79

[Increase] [Decrease] of this Change Order:
Substantial Completion: 0
Ready for Final Payment: 0 _____
days or dates

Contract Price incorporating this Change Order:
\$ 260,671.13

Contract Times with all approved Change Orders:
Substantial Completion: 120
Ready for Final Payment: 150 _____
days or dates

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: [Signature]
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: Project Manager

Title: _____

Title: _____

Date: October 13, 2023

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2018 by the Engineers Joint Contract Documents Committee.



Westmoreland Electric Services, LLC.

ELECTRICAL CONTRACTING
COMMERCIAL INDUSTRIAL
TELECOMMUNICATIONS



July 15th, 2023

Benjamin R. Burns
Herbert, Rowland & Grubic, INC.
2568 Park Center Boulevard
State College, PA 16801
Phone 1-814-238-7117 (o) 1-814-883-5483 (c)
Email bburns@hrg-inc.com

RE: UAJA Scott Road Pump Station Contract 2021-04
University Area Joint Authority
1576 Spring Valley Road
State College, PA 16801

COR 04 (Price to Deduct Work at Existing Station).

WES#: COR 04 (Price to Deduct Work at Existing Station).

Dear Mr. Burns,

Please see the attached Pricing Sheets and Breakdown Sheets for **COR 04 (Price to Deduct Work at Existing Station).**

Total cost for this deduct is: **(\$2,301.79)**

Deduct Two Thousand Three Hundred One dollars and Seventy-Nine Cents

Please feel free to contact me at 724-771-3948 if you have any questions regarding this proposal.

Sincerely,

William F. Neff
Project Manager
CC: File/Field/

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Total Hours

-25.5

Total Base Rate Costs(TBR)

\$ (1,169.43)

Total Wage Rate Cost(TWR)	\$	(1,916.33)
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Rate

7.6500%

4.6600%

3.0500%

2.2700%

10.3500%

0.6000%

2.8200%

Mandated Burden

Social Security (on TBR)

Unemployment Taxes (on TBR)

Workmens Comp. Ins.(on TBR)

Public Liab. Ins. (on TBR)

Holiday & Vacation Pay

Federal Unemployment Taxes

Education & Training

\$ (89.46)

\$ (54.50)

\$ (35.67)

\$ (26.55)

\$ (121.04)

\$ (7.02)

\$ (32.98)

Total Mandated Burden (TMB)	\$	(367.20)	\$	(367.20)
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Subtotal Labor Costs (TWR + TMB)	\$	(2,283.53)
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15% Overhead , Gen. Supt. & Profit (On Subtotal)	\$	-
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Total Labor Cost	\$ (2,283.53)
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Equipment

Quantity (QTY)	Duration (DUR)	Unit (day, wk, mo.)	Description of Equip.	Rental Rate for Duration (RR)	Rental Cost (QTY x DUR x RR)
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[illegible]

	Sub Total	\$	-
0.0000%	% Sales Tax	\$	-
	Sub Total	\$	-
	10% Overhead & Profit	\$	-
	Total Equipment Cost	\$	-

Subcontractors (if Applicable)

Company

(Total Cost Sub Detailed Cost Breakdown(s))

Total Cost

Subtotal	\$	-
5% Overhead, Gen. Supt. & Profit	\$	-
Total Subcontracts	\$	-

Summary

Sub Total Materials	\$	-
Sub Total Labor	\$	(2,283.53)
Sub Total Equipment	\$	-
Total Subcontracts	\$	-
Less Deducts (explain separately)		

Subtotal	\$	(2,283.53)
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0.8000%

%Bond Cost Adjustment on Subtotal	\$	(18.27)
Total Proposal	\$	(2,301.79)

Job ID: OPW-50A1
Project: UAJA Scott Road Pump Station



Audit Trail Basic

15 Jul 2023 14:09:05

Phase: CHANGE ORDERS
SubPhase: COR 04 (PRICE TO DEDUCT WORK AT EXISTING STATION)

Quantity	Size	U/M	Description
0.00			LABOR TO INSTALL MTS
1.00	400/4	EA	MANUAL TRANSFER SWITCH LABOR
0.00			DEMOLITION OF EXISTING ITEMS IN STATION
10.00		EA	DEMOLITION BY MAN HOUR LABOR

Job ID: OPW-50A1
Project: UAJA Scott Road Pump Station



Summary by Subtotal

15 Jul 2023 14:18:04

Subtotal 53 - EMERGENCY GENERATOR									
Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result
280242	400/4	MANUAL TRANSFER SWITCH LABOR	M	-1.00	EA	0.0000	0.00	10.5000	-10.50
Subtotal totals:						0.00	0.00		-10.50
Subtotal 71 - DEMOLITION									
Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result
380001		DEMOLITION BY MAN HOUR LABOR	M	-10.00	EA	0.0000	0.00	1.5000	-15.00
Subtotal totals:						0.00	0.00		-15.00
Job totals:						0.00	0.00		-25.50
								Quo Unit	Quo Result
								0.0000	0.00
									0.00

WESTMORELAND ELECTRIC

193 CENTRAL ROAD
TARRS, PA 15688

Phone: 724-696-4600
Web:

Job ID: OPW-50A1
Project: UAJA Scott Road Pump Station



Summary by Item Number

15 Jul 2023 14:18:36

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
260242	400/4	MANUAL TRANSFER SWITCH LABOR	M	-1.00	EA	0.0000	0.00	10.5000	-10.50	0.0000	0.00
380001		DEMOLITION BY MAN HOUR LABOR	M	-10.00	EA	0.0000	0.00	1.5000	-15.00	0.0000	0.00
Phase/Group totals:							0.00		-25.50		0.00
Job totals:							0.00		-25.50		0.00

WESTMORELAND ELECTRIC

193 CENTRAL ROAD
TARRS, PA 15688

Phone: 724-696-4600
Web:

Job ID: OPW-5CA1
 Project: UAJA Scott Road Pump Station



Summary Cost Codes Report

15 Jul 2023 14:19:17

Cost Code 05, PANELS & EQUIPMENT				0.00% of Job Total				41.18% of Job Total			
Item #	Size	Description	Quantity U/M	Mat Unit M-Fact	Mat Result	Lab Unit L-Fact	Lab Result	Item #	Size	Description	Quantity U/M
260242	400/4	MANUAL TRANSFER SWITCH LABOR	-1.00 EA	0.0000	1.000	0.00	0.00	260242	400/4	MANUAL TRANSFER SWITCH LABOR	-1.00 EA
Cost Code 05, PANELS & EQUIPMENT totals:				\$0.00				-10.50			
Cost Code 10, DEMOLITION				0.00% of Job Total				58.82% of Job Total			
Item #	Size	Description	Quantity U/M	Mat Unit M-Fact	Mat Result	Lab Unit L-Fact	Lab Result	Item #	Size	Description	Quantity U/M
380001		DEMOLITION BY MAN HOUR LABOR	-10.00 EA	0.0000	1.000	0.00	0.00	380001		DEMOLITION BY MAN HOUR LABOR	-10.00 EA
Cost Code 10, DEMOLITION totals:				\$0.00				-15.00			
Job totals:				\$0.00				-25.50			

WESTMORELAND ELECTRIC

193 CENTRAL ROAD
 TARRS, PA 15688

Phone: 724-696-4600
 Web: