

A G E N D A Regular Meeting – 4:00 pm – October 16, 2024

- 1. Call to Order
- **2. Approval of the Minutes:** Regular Meeting- September 18, 2024 & Special Meeting September 25, 2024 (*Page 2 & 12*)
- 3. Public Comment
 - **3.1** Other items not on the agenda
- 4. Old Business
 - **4.1** Revenue Bond Issue Presentation (*Page 52*, *Addt'l Page 79*)
- 5. New Business
 - **5.1** 2025 Tapping Fee Increase (*Page 52*)
 - **5.2** Construction Engineer's Report (*Page 36*)
 - 5.3 Change Order No. 01 Contract 2022-02 Biosolids Upgrade Plumbing (Page 52, Addt'l Page 39)
 - 5.4 Change Order No. 01 Contract 2022-03 Biosolids Upgrade Mechanical (*Page 52, Addt'l Page 41*)
 - 5.5 Biosolids Processing Agreements (*Page 53*, *Addt'l Page 55*)
 - **5.6** Requisitions (*Page 53*)
- 6. Reports of Officers
 - **6.1** Financial Report (Page 31, YTD Budget Report Page 14)
 - **6.2** Chairman's Report
 - 6.3 Plant Superintendent's Report (Page 32, Septage Report Page 33)
 - 6.4 Collection System Superintendent's Report (*Page 34*)
 - 6.5 Consulting Engineer's Report (Page 35)
 - **6.6** Executive Directors Report (*Page 51*)
- 7. Other Business
- 8. Adjournment

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

Regular Meeting – September 18, 2024

1. Call to Order

Mr. Lapinski, Chairman, called the regular meeting to order at 4:00 p.m., Wednesday, September 18, 2024. The meeting was held in the Board Room in the office of the Authority with the following in attendance in person: Messrs. Lapinski, Glebe, Kunkle, Guss, Derr, Nucciarone, Auman, and Miles; 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 Aukerman, Rettew; C-NET; Ben Burns, HRG; Justin Bickel, Quandel Enterprises; Jeff Lann, Quandel Enterprises; David Gaines, Solicitor; Mark Sausser, Pennsylvania Fish & Boat Commission; Corey Hoydic. The following were in attendance via Zoom: Messrs. Daubert; Sam Robbins, State College Borough; Tom Archer, Mette Evans and Woodside

2. Reading of the Minutes

UAJA Regular Meeting – August 21, 2024

UAJA Meeting Minutes Approved A motion was made by Mr. Guss, second by Mr. Derr to approve the meeting minutes of the UAJA meeting held on August 21, 2024. The motion passed unanimously.

3. Public Comment

3.1 Other items not on the agenda

None.

4. Old Business

4.1 Spring Creek Stream Improvements Project

The Pennsylvania Fish and Boat Commission (PFBC) is proposing a project to improve Spring Creek in conjunction with the Spring Benner Walker Joint Authority (SBWJA) sewer project which will pass through UAJA property and cross Spring Creek. Mark Sausser, Chief of the Stream Habitat Section of PFBC, will present the proposed project. PFBC is asking for UAJA to endorse the project.

Recommendation: Presentation, no action required at this time.

Executive Session

A motion was made by Mr. Nucciarone, second by Mr. Derr to go into executive session at 4:27 pm. The purpose of the executive session was to discuss ongoing litigation concerning the Borough of State College. A motion was then made by Mr. Nucciarone, second by Mr. Miles to come out of executive session at 4:54 pm. Both motions passed unanimously.

4.2 2025 Rate Increase

In January 2025, the rates for UAJA customers in College, Ferguson, Harris and Patton Townships will need to be increased to make up for the continued shortfall in payments by State College Borough. The rate for the Borough will also be increased, however, that increase will have no immediate financial impact since the Borough continues to pay based on the 2020 rate.

To determine uniform and reasonable rates for all customers, including the Borough, UAJA has allocated costs between two categories:

Treatment and Conveyance – All costs for treating wastewater at the treatment plant, biosolids processing, water reuse, large diameter sewer lines and pump stations. The calculated rate per equivalent dwelling unit (EDU) for 2024 is \$80 per quarter.

Collection – All costs for small diameter sewers and maintenance serving individual properties. The calculated rate per EDU for 2024 is \$35 per quarter.

The Borough has its own collection system and therefore is only billed for Treatment and Conveyance.

Customers in College, Ferguson, Harris and Patton Townships are billed for both Treatment and Conveyance, and Collection.

UAJA is out of reserve funds to cover the Borough portion, and therefore must significantly increase rates for College, Ferguson, Harris and Patton Township customers. The 2025 Budget is not complete, but if costs can be held to 2024 levels, the likely increase to the quarterly rate will be \$8, bringing the 2025 rate to \$121 per quarter, per EDU.

Recommendation: Notify College, Ferguson, Harris and Patton Townships, and the Borough of State College, as well as the Centre Region Council of Governments, of the need for a rate increase. Notify all UAJA customers of the need for the rate increase in the third quarter bills which are to be mailed in October.

Notifying Customers of Rate Increase Approved A motion was made by Mr. Kunkle, second by Mr. Nucciarone, to approve the notification to customers of the need for a rate increase. The motion passed unanimously.

5. New Business

5.1 Construction Engineer Report

Change Order No. 01 Contract 2022-01 General Contract Biosolids Project

This change order is for a collection of items resulting from changes in the design in several areas:

Item	Request	Description	Amount
1	10	Additional modifications to stormwater detention pond for NPDES Permit	\$49,560.69
2	15	Installation of additional valves on reuse waterline.	\$4,694.60
3	6	Additional PEMB insulation and interior liner panels for 3 buildings (Includes	\$46,696.00

		credit for liner and insulation not required.)	
4	7	Addition of slide gates for Wet Cake Sludge bin	\$77,596.50
5	19	Additional rebar and concrete for Dryer Building based on PEMB design	\$3,599.45
6	20	Additional rebar and concrete for Waste Rec Building based on PEMB design	\$15,860.79
7		Credit for reduced collateral loading for Dryer and Waste Rec Buildings	-\$21,000.00
		Total Change Order Amount =	\$177,008.03

Recommendation: Approve Change Order 01 Contract 2022-01 in the total amount of \$177,008.03

Change Order 01 Contract 2022-01 Approved A motion was made by Mr. Nucciarone, second by Mr. Miles, to approve Change Order 01 Contract 2022-01 in the amount of \$145,489.26. The motion passed unanimously.

WWTP NPDES Permit – Phosphorus Study (094612027)

Continuous in-stream monitoring of Spring Creek has been completed. We are reviewing all
compiled data with the PA DEP for determination of next steps.

Phosphorus Study Project Schedule

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

Ozone Disinfection for Effluent (094612023)

• Modifications to the pump skids are being made and Aqua Aerobics will be back on site to conduct further testing of the system the week of September 30th.

	Payment Requests to Date								
Contract	Application	Current	Contract Price	Total Work to	%	Balance of			
Number	for Payment	Payment Due	to Date	Date	Monetarily	Contract			
	#		incld/CO		Complete	Amount			
2021-05 GC			\$5,458,723.91	\$5,323.473.91	97.52%	\$401,423.70			
2021-06 EC			\$350,000.00	\$326,500.00	93.29%	\$39,825.00			
2021-07 MC			\$223,000.00	\$223,000.00	100.00%	\$11,150.00			
		\$0.00	\$6,031,723.91	\$5,872,973.91	97.37%	\$452,398.70			

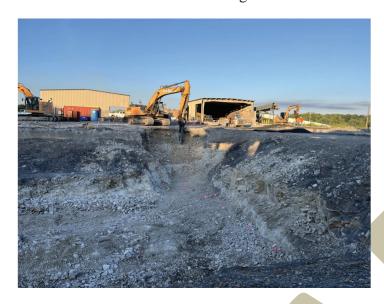
Ozone Disinfection for Effluent Project Schedule

Milestone	Date
Notice to Proceed Issued	12/27/2021
Substantial Completion	03/27/2023
Projected Substantial Completion Date	05/20/2024

Anaerobic Digestion Project (094612026)

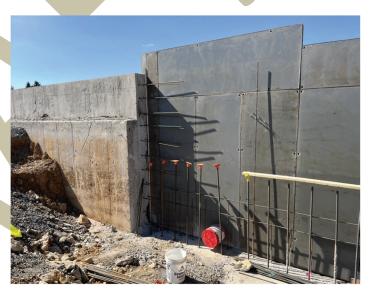
• We continue to review project related submittals and requests for information.

• With receipt of all major component submittals related to the Biosolids Dryer, we have provided the Contractors with updated drawings for the Dryer Building and have requested pricing impacts associated with each Contract. We anticipate that we will have this information available for the October Board meeting.













- Contract No. 2022-01 (General) Change Order No. 01 We have prepared and recommend Change Order No. 01 for an increase of \$145,489.26 and 0 days to this contract. This change order includes NPDES Permit modifications, additional reuse water valves, PEMB insulation and liner panel changes, additional slide gates for the wet cake storage, dryer and waste receiving building footer and piers modifications along with a credit for the PEMB collateral loading.
- Contract 2022-03 (HVAC) Change Order No. 01 We have prepared and recommend Change Order No. 01 for an increase of \$3,298.76 and 0 days to this contract. This change order is for an owner credit for sizing modifications for louvers and additional cost for modifications of Exhaust Fan EF 7, 8 & 9.

Payment Requests to Date									
Contract	Application	Current	Contract Price	Total Work to	%	Balance of			
Number	for Payment	Payment Due	to Date	Date	Monetarily	Contract			
	#		incld/CO		Complete	Amount			
2022-01	9	\$3,096,597.60	\$66,606,000.00	\$20,759,714.89	31.17%	\$47,922,256.60			
2022-02	5	\$2,116.80	\$784,000.00	\$97,321.50	12.41%	\$696,410.65			
2022-03	6	\$3,748.96	\$759,000.00	\$311,186.00	41.00%	\$478,932.60			
2022-04	5	\$109,805.15	\$6,623,333.21	\$1,441,762.05	21.77%	\$5,325,747.37			
		\$3,212,268.51	\$74,772,333.21	\$22,609,984.44	30.24%	\$52,162,348.77			

- Application for Payment No. 09 has been received for Contract 2022-01 (General Construction) in the amount of \$3,096,597.60. RETTEW recommends payment of Application for Payment No. 09 in the amount of \$3,096,597.60.
- Application for Payment No. 05 has been received for Contract 2022-02 (Plumbing Construction) in the amount of \$2,116.80. RETTEW recommends payment of Application for Payment No. 05 in the amount of \$2,116.80.
- Application for Payment No. 06 has been received for Contract 2022-03 (HVAC Construction) in the amount of \$3,748.96. RETTEW recommends payment of Application for Payment No. 06 in the amount of \$3,748.96.
- Application for Payment No. 05 has been received for Contract 2022-04 (Electrical Construction) in the amount of \$109,805.15. RETTEW recommends payment of Application for Payment No. 05 in the amount of \$109,805.15.

Anaerobic Digestion Project Schedule

Milestone	Date
Notice to Proceed Issued	January 8, 2024
Completion of Dryer and Waste Handling Buildings	July 6, 2025
Contracted Substantial Construction	January 7, 2026

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 dechlorination prior to stream discharge. We are working with staff to design, permit, and implement

these modifications.

5.2 Requisitions

BRIF #910	Glossner's Concrete Wiltshire Dr. Project	\$2,830.50
BRIF #911	S&C Operations Wiltshire Dr. Project-Trucking	\$13,845.00
BRIF #912	Heidelberg Materials Wiltshire Dr. Project – Stone	\$20,288.31
BRIF #913	Sunbelt Rentals Wiltshire Dr. Project - Roller	\$1,043.96
BRIF #914	EBY Paving Wiltshire Dr. Project - Asphalt	\$4,993.38
BRIF #915	HRI, Inc. Wiltshire Dr. Project-Asphalt	\$2,282.44
BRIF #916	Robinson Septic Wiltshire Dr. Project	\$300.00
TOTAL BRIF-		\$45,583.59

BRIF Fund Approved A motion was made by Mr. Nucciarone, second by Mr. Derr, to approve BRIF Fund #910, #911, #912, #913, #914, #915, and #916 in the amount of \$45,583.59. The motion passed unanimously.

Construction Fund #031 Rettew \$513.00
Ozone Disinfection Project

TOTAL 2021 CONSTRUCTION FUND -

\$513.00

Construction Fund Approved A motion was made by Mr. Guss, second by Mr. Nucciarone, to approve Construction Fund #031 in the amount of \$513.00. The motion passed unanimously.

Construction Fund #015

Rettew
Sludge Drying Project

Construction Fund #016

Quandel Construction Group
Pay App. #9 – Sludge Drying Projects - General

Construction Fund #017

Myco Mechanical
Pay App. #5 – Sludge Drying Project - Plumbing

\$2,116.80

Construction Fund #018 Myco Mechanical \$3,748.96

Pay App. #6 – Sludge Drying Project – HVAC

Construction Fund #019 Hayden Power Group \$109,805.15

Pay App. #5 – Sludge Drying Project – Electrical

TOTAL 2024 CONSTRUCTION FUND (Biosolids) -

\$3,267,549.01

Construction Fund Approved

A motion was made by Mr. Derr, second by Mr. Nucciarone, to approve Construction Fund #015, #016, #017, #018, and #019 in the amount of \$3,267,549.01. The motion passed unanimously.

Revenue Fund #211 Debt, Service, Operation and

\$1,000,000.00

Maintenance Expenses

TOTAL REVENUE FUND -

\$1,000,000.00

Revenue Fund Approved A motion was made by Mr. Miles, second by Mr. Kunkle to approve Revenue Fund #211 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, 2024, were reviewed with the Board by Jason Brown.

6.2 Chairman's Report

Mr. Lapinski shared details on a letter he had received from Penn State.

6.3 Plant Superintendent's Report

Septage Operations Report

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

SEPTAGE OPERATIONS

LBS/SOLIDS

	MARCH 2024	APRIL 2024	MAY 2024	JUNE 2024	JULY 2024	AUGUST 2024
PORT MATILDA	759	803	3044	734	758	2006
HUSTON TOWNSHIP	517	667	367	350	300	384

TOTAL GALLONS

	MARCH 2024	APRIL 2024	MAY 2024	JUNE 2024	JULY 2024	AUGUST 2024
RESIDENTIAL/COMMERCIAL	3600	10950	11175	19190	12950	28400
PORT MATILDA	6500	11000	23000	5500	6500	13000
HUSTON TOWNSHIP	8000	8000	6000	6000	8000	8000
TOTAL GALLONS	18100	29950	40175	30690	27450	49400

Plant Operations:

• Total Monthly Influent Flow: 158.57 MGD

• Monthly Average Influent Flow: 5.12 MGD

• Highest Daily Influent Flow (8/9): 9.48 MGD

• Lowest Daily Influent Flow (8/5): 4.21 MGD

• 12-Month Rolling Effluent Average: 3.91 MGD

On-line Treatment Units:

- 4- Primary Clarifiers
- 2- Aeration Basins
- 4- Secondary Clarifiers
- 8- De-nitrification Filters

Reuse Water Distribution Data

	August	Year to date gallons
Best Western Hotel	38,000	272,000
Centre Hills Golf	6,761,270	26,402,570
Stewart Drive	29.000	48.000
Collections Maintenance Garage	2,000	12,000
CINTAS	555,860	3,659,213
Red Line	388,000	3,533,000
Plant site	5,350,000	37,954,000
GDK Park vault	39,377,000	299,314,000
Kissinger's Pond	0	0
Elks	1,743,000	9,919,000
Total Gallons	54,244,130	381,113,783
Plant effluent temperature monthly average	72.5°	
Wetland temperature monthly average	72.4°	

Plant Maintenance

- Replaced the pump diaphragms in Primary Pumps #1 and #3.
- Repair a roof leak in the Administration Building roof.
- Replaced the dry side sump pump at the Main Station.

• Replaced the signal isolator on Main Station Pump #1.

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:

Mainline Cleaning – 410 ft cleaned/cut with root cutter.

Mainline televising – 14,304 ft televised – 61 manholes inspected.

Wiltshire Dr. – Replaced 492' of sewer pipe (pipe replacement complete)

24 – Casting adjustments

Lift Station Maintenance:

Replaced E-One grinder pump at 1340 Deerfield Dr. (Greenbriar) Cleaned (7) wet wells.

Next Month Projects:

Wiltshire Drive Project – finish restoration Prep work for Greenwood Circle Project Continue televising mainline. GIS for mapping Mainline flushing

Inspection:

Winfield Heights Phase 2 (90% complete)

Mainline Construction:

- a. Rockey Ridge Sec. 6 (waiting on pre-construction meeting)
- b. Decibel Partners Hotel (waiting on pre-construction meeting)
- c. Mount Nittany Manor (Design drawings and revisions)

New Connections:

a.	Single-Family Residential	9	c.	Commercial	1
b.	Multi-Family Residential	0	d.	Non-Residential	0

TOTAL 10

PA One-Calls Responded to August 1 thru August 31, 2024: 370

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)

• The Centre County Conservation District issued two letters regarding the expiration of the NPDES General Permits for the Material Stockpile Area and Stormwater from Construction Activities. Both permits will expire on December 7, 2024. This is a result of the department publishing a final, re-issued NPDES PAG-02 General Permit.

Puddintown Interceptor Act 537 Special Study (P001178.0725)

- Comments submitted to the CRPA were forwarded to UAJA and HRG. Responses to the comments are being compiled.
- The study will be presented at the joint Centre Region Planning Commission and COG Land Use and Community Infrastructure which has been rescheduled for November 7th at 12:15 pm.

West Patton Pump Station Basis of Design (R001178.0730)

• The developer's Engineering is scheduling a meeting to review the pump station design (August 18th or 19th).

Sanitary Sewer Replacement Permitting (R001178.0734)

- Field survey has been completed.
- Permit applications are being prepared.

Developer Plan Reviews:

• Mount Nittany Manor Phase 1 (1178.0736): Design review comments were returned to the Developer's Engineer on September 9, 2024.

6.6 Executive Director's Report

Mr. Miller discussed the need for scheduling an additional special meeting on September 25, 2024, at 4:00 pm, with the board members to go over a potential Interim Agreement with State College Borough.

7. Other Business

None.

8. Adjournment

A motion was made by Mr. Nucciarone, second by Mr. Derr, to adjourn the meeting at 5:51 pm. The motion was passed unanimously.

Respectfully submitted,	
UNIVERSITY AREA JOINT AUTHORITY	
Secretary/Assistant Secretary	

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

Special Meeting – September 25, 2024

1. Call to Order

Mr. Lapinski, Chairman, called the special meeting to order at 4:00 p.m., Wednesday, September 25, 2024. The meeting was held in the Board Room in the office of the Authority with the following in attendance in person: Messrs. Lapinski, Mellott, Nucciarone, and Glebe; Cory Miller, Executive Director; Jason Brown, Assistant Executive Director; Sierra Weight, Administrative Assistant; David Gaines, Solicitor; C-NET. The following were in attendance via Zoom: Messrs. Daubert, Derr, Kunkle, Auman, Miles and Guss; Mark Huncik; Sam Robbins, State College Borough; Tom Archer, Mette Evans and Woodside; Geoff Rushton, StateCollege.com; Ted Onufrak, Centre County Refuse & Recycling.

2. Public Comment

2.1 Other items not on the agenda

None.

3. Old Business

3.1 Interim Agreement with State College Borough

The proposed agreement is included in the agenda report. If the agreement is approved by both parties, the Borough will transfer \$2,596,948.44 to UAJA. The Borough will continue to pay as they have been, based on the now 4-year-old volumetric rate that was in the expired agreement (\$5,287 per Million Gallons), and place the difference between what the Borough pays and what UAJA bills into an escrow account.

The parties will continue to work towards a final agreement through mediation.

UAJA will issue willingness to serve letters for projects within the Borough during the time this agreement is in effect.

The interim agreement expires January 1, 2025, and can be extended by written mutual agreement.

Recommendation: Approve the interim agreement as presented.

Interim Agreement Approved A motion was made by Mr. Miles, second by Mr. Nucciarone, to approve the interim agreement as presented and give Cory Miller the authorization to sign the agreement. The motion passed unanimously.

4. Reports to Officers

4.1 Executive Director's Report

5. Other Business

None.

6. Adjournment

A motion was made by Mr. Nucciarone, second by Mr. Mellott, to adjourn the meeting at 4:17 pm. The motion was passed unanimously.

Respectfully submitted,
UNIVERSITY AREA JOINT AUTHORITY

Secretary/Assistant Secretary

Page

UNIVERSITY AREA JOINT AUTHORITY

FOR 2024 09							
ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1040410 REVENUE-SEWER 1040420 REVENUE-SOLIDS 1040425 REVENUE-BU WATER 1040420 REVENUE-BU WATER 1040440 REVENUE-BU WATER 1040451 REVENUE-ADVCD. CONSTRC FEE 1040451 REVENUE-ADVCD. CONSTRC FEE 1040452 INTEREST EARNINGS-CASH ACCT 1040472 INTEREST EARNINGS-LIGIT 1040472 INTEREST EARNINGS-LASH ACCT 1040472 INTEREST EARNINGS-LIGIT 1040472 INTEREST EARNINGS-LIGIT 1040472 INTEREST EARNINGS-CASH ACCT 1040480 REVENUES-MISCELLANEOUS 1045921 CIP-COLLECTION CONST. EQUIP 1045924 CIP-WWTP-LAB 1045926 CIP-WWTP-COMPOST. EQUIP 1045926 CIP-WWTP-COMPOST FACILITY 1045930 CIP-WWTP-COMPOST FACILITY 1045930 CIP-WWTP-COMPOST FACILITY 1045930 CIP-WWTP-COMPOST FACILITY 1050053 GENERAL & ADMINISTRATIVE 1050054 G & A - FLEET/FUEL 1050055 GENERAL & ADMINISTRATIVE 1050055 DEBT SERVICE 1050059 WWTP - LABORATORY 1060025 WWTP - LABORATORY 1060025 WWTP - BENEFICIAL REUSE 1060028 WWTP - SEWEFICIAL REUSE 1060029 WWTP - COMPOST 1060029 WWTP - COMPOST 1060030 WWTP - COMPOST 1060031 TREATMENT PLANT OPERATION 1070021 COLLECTION-MAINTENANCE 1070034 COLLECTION-MAINTENANCE 1070035 COLLECTION-PUMP STATION 1070036 COLLECTION-PUMP STATION	-17,593,111 -38,000 -25,000 -25,000 -1,057,425 -40,000 -1,93,820 -1,900 -1,90,400 2,000,449 2,11,600 6,781,973 1,377,602 1,006 1,000	35,000 3,518,300 1,78,000 1,78,000 1,126,000 3,917,300 3,917,300	-17, 593, 111 -25,000 -1,057,425 -40,000 -23,800 -1,900	-9,069,348.08 -39,567.59 -15,778.00 -41,886.99 -10,314.5 -10,314.5 -10,314.5 -10,314.5 -10,314.5 -10,749.21 -10,818.48 -10,818.471.28 30,864,261.61 -10,818.471.28	888888888888888888888888888888888888888	-8, 523, 762.92 -9, 222.00 -482, 120.90 -11, 886.99 -12, 286.539 -12, 286.83 -12, 286.83 -12, 286.83 -13, 997.37 -14, 690, 496.48 -17, 226.86 -17, 226.86 -18, 997.37 -18, 997.37 -18, 997.37 -18, 997.37 -18, 997.37 -18, 111.32 -18, 772.14 -18, 772.16 -18, 772.16 -18, 772.16 -18, 772.10 -18, 772.10 -18, 772.10	104.1% 63.1% 104.1% 104.1% 105.4% 105.1% 105



YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

O.L	
USE/COL	55.7%
BUDGET	.00 15,931,771.09 55.7%
YTD ACTUAL ENCUMBRANCES	00.
YTD ACTUAL	32,060,850 3,917,300 35,978,150 20,046,378.91
BUDGET	35,978,150
APPROP ADJSTMTS	3,917,300
APPROP	32,060,850
	GRAND TOTAL

** END OF REPORT - Generated by Sierra Weight **

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Report generated: 10/09/2024 12:39 User: Program ID: glytdbud

PCT USE/COL		50.0% 47.9% 69.1% 58.8%	51.6%		172.2% 63.7% 59.1%	104.1%		63.1%*	63.1%		64.0%* 51.3%* 173.5% 100.0%	66.7%* 65.0%* 128.4%	79.0% 79.0% 100.0%
AVAILABLE BUDGET	056,861.2	-2,197,516.18 -200,897.26 -16,994.74 -51,493.50	-8,523,762.92		10,826.00 -1,088.25 -8,170.16	1,567.59		-9,222.00	-9,222.00		-5,400.00 -489,650.58 4,409.00	-100.00 -525.00 1,603.00	
ENCUMBRANCES	06.	8000	00.		000.	00.		00.	00.		00000	0000	000
YTD ACTUAL	80,350.	-2,792,703.82 -184,721.74 -38,005.26 -73,506.50	-9,069,348.08		-25,826.00 -1,911.75 -11,829.84	-39,567.59		-15,778.00	-15,778.00		-9,600.00 -515,524.42 -10,409.00 -3,800.00	, , ,	-15,792.30 -15,792.30 -8,692.00
REVISED BUDGET	037,	-4,390,280 -385,619 -55,000 -125,000	-17,593,111		-15,000 -3,000 -20,000	-38,000		-25,000	-25,000		-15,000 -1,005,175 -6,000 -3,800		-20,000
TRANFRS/ ADJSTMTS		0000	0		000	0		0	0		0000	0000	000
ORIGINAL APPROP	-12,037,212	-4,990,280 -385,619 -55,000 -125,000	-17,593,111		-15,000 -3,000 -20,000	-38,000		-25,000	-25,000		-15,000 -1,005,175 -6,000 -3,800	_300 _1,500 _5,650	-20,000
FOR 2024 09 ACCOUNTS FOR: 10 OPERATING FUND	7	1040410 4102 BURU SEWER 101AL R 1040410 4103 PGM TOTAL SEWER RE 1040410 4104 PSU TOTAL SEWER RE 1040410 4105 SURCHARGES TOTAL R	TOTAL REVENUE-SEWER	1040420 REVENUE-SOLIDS	1040420 4201 N5001 NONTAXABLE 1040420 4201 N5002 TAXABLE COMPO 1040420 4203 SLUDGE DISPOSAL	TOTAL REVENUE-SOLIDS	1040425 REVENUE-BU WATER	1040425 4251 REVENUE-BU WATER	TOTAL REVENUE-BU WATER	1040440 REVENUE-PERMIT/TAP FEES	1040440 4401 PERMIT/CONNECTION 1040440 4402 TAP FEE-TREATMENT 1040440 4403 GHANER TAP FEE 1040440 4405 IPP USER FEES		



YEAR-TO-DATE BUDGET REPORT

UNIVERSITY AREA JOINT AUTHORITY

FOR 2024 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	-1,057,425	0	-1,057,425	-575,304.10	00.	-482,120.90	54.4%
1040450 REVENUE-ADVCD. CONSTRC FEE							
1040450 4407 INSPECTION FEES 1040450 4407 B5474 INSPECTION FE 1040450 4407 B5480 INSPECTION FE 1040450 4407 B5487 INSPECTION FE 1040450 4407 B5494 INSPECTION FE 1040450 4407 B5494 INSPECTION FE	-40,000 0 0 0 0	00000	-40,000 0 0 0 0	-323.78 -3,366.92 -2,605.96 -25,312.24 -3,000.48	000000	-39,676.22 3,366.92 2,605.96 25,312.24 3,010.48	
4407 4407 4407	000	000	000	499. 805. 796.	2000	99. 05.	100.0% 100.0% 100.0%
TOTAL REVENUE-ADVCD. CONSTRC FEE	-40,000	0	-40,000	-41,886.99	00.	1,886.99	104.7%
1040451 REVENUE-MISC. REIMBURSEMNT							
1040451 4503 EMPLOYEE GROUP INS	-23,000	0	-23,000	-10,749.21	00.	-12,250.79	46.7%*
TOTAL REVENUE-MISC. REIMBURSEMNT	-23,000	0	-23,000	-10,749.21	00.	-12,250.79	46.7%
1040470 INTEREST EARNINGS-CASH ACCTS							
1040470 4701 GENERAL CHECKING-I 1040470 4702 PAYROLL-INTEREST E 1040470 4717 SWEEP CHECKING-INT	$^{-1},000$ $^{-100}$ $^{-800}$	000	$^{-1},000$ $^{-100}$ $^{-800}$	-773.52 -110.19 -447.74	0000	-226.48 10.19 -352.26	77.4%* 110.2% 56.0%*
TOTAL INTEREST EARNINGS-CASH ACCTS	-1,900	0	-1,900	-1,331.45	00.	-568.55	70.1%
1040472 INTEREST EARNINGS-PLIGIT							
1040472 4703 PLIGIT-INTEREST EA 1040472 4719 PLIGIT PLUS - INTE	-100 -300	00	-100 -300	-62.91 -359.31	00.	-37.09 59.31	62.9%* 119.8%
TOTAL INTEREST EARNINGS-PLIGIT	-400	0	-400	-422.22	00.	22.22	105.6%

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YEAR-TO-DATE BUDGET REPORT

	PCT USE/COL		2.0% 1.1% ***** 99.9% 5.5% 48.5%	1024.0%		66.5%* 133.3% 25.4%*	56.3%		67.1%	67.1%		55.3% 62.8% 90.0%	.0% 102.7% 101.2%
	AVAILABLE BUDGET		-2,938.52 -81,954.24 -8,269.31 960,429.95** -188.94 -180.33	866,898.48 1		-6,691.84 15,000.00 -88,412.00	-80,103.84		11,526.37	11,526.37		13,678.94 84,549.52 20,471.64 4,976.56 37,500.00	5,000. -147. -18.
	ENCUMBRANCES		88888888	00.		0000	00.		00.	00.		888888	8.00
	YTD ACTUAL		-61.48 -45.76 109.31 -960,439.95 -11.06 -169.67	-960,718.48		-13,308.16 -60,000.00 -30,057.00	-103,365.16		23,473.63	23,473.63		11,321.06 105,450.48 34,528.36 45,023.44	5,547.50 1,518.40
	REVISED BUDGET		-3,000 -82,000 -8,160 -10 -100 -200 -350	-93,820		-20,000 -45,000 -118,469	-183,469		35,000	35,000		25,000 190,000 55,000 50,000	, Δ, τ,
	TRANFRS/ ADJSTMTS		000000	0		000	0		35,000	35,000		00000	000
	ORIGINAL APPROP		-3,000 -82,000 -8,160 -10 -100 -200 -350	-93,820		-20,000 -45,000 -118,469	-183,469		0	0		25,000 190,000 55,000 50,000 37,500	ν.Υ.,
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1040474 interest earnings - trustee	1040474 4706 BOND REMP/IMP-INTE 1040474 4724 INTEREST 93 DEBT S 1040474 4725 INT 93 OPERATING E 1040474 4727 INT REVENUE FUND 1040474 4737 2020A CONSTRUCTION 1040474 4734 2021 CONSTRUCTION	TOTAL INTEREST EARNINGS - TRUSTEE	1040480 REVENUES-MISCELLANEOUS	1040480 4899 MISCELLANEOUS RECE 1040480 4909 SOLAR MAINTENANCE 1040480 4910 SREC	TOTAL REVENUES-MISCELLANEOUS	1045919 CIP-WWTP-LAB	1045919 0019 6267 HACH RIO SYSTE	TOTAL CIP-WWTP-LAB	1045921 CIP-COLLECTION MAINT I&I	1045921 0021 6337 PRINCETON DRIV 1045921 0021 6404 WILTSHIRE DRIV 1045921 0021 6406 BARKWAY/WILTS 1045921 0021 6407 FOX HOLLOW BAC 1045921 0021 6409 CAPITAL IN PRO	0021 6411 5405 6300 5405 6337

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	OL						*
	PCT USE/COI	.0% .0% 92.2% 53.3%	50.5%		84.3% 84.1% 71.3% 71.3% 99.9%	77 . 7%	98.9% 98.9% 91.6% 91.6%% 51.30.0%% 1320.0%% 1320.0%% 100.0%% 100.0%% 100.0%%
	AVAILABLE BUDGET	15,000.00 50,000.00 3,882.50 2,333.60	247,226.86		13,214.07 3,180.20 .00 4,593.10 15,000.00	35,997.37	50,000.00 2,107.72 80,000.00 -10,302.00 -144,302.00 -144,302.00 3,000,000.00 31,000.00 518,000.00 518,000.00 64,000.00 64,000.00 64,000.00 64,000.00 64,000.00 64,000.00 64,000.00 64,000.00
	ENCUMBRANCES	8888	00.		0000000	00.	888888888888888888888888888888888888888
	YTD ACTUAL	.00 .00 46,117.50 2,666.40	252,173.14		70,785.93 16,819.80 19,000.00 11,406.90 7,490.00	125,502.63	21,764.00 22,892.28 22,892.28 -675.00 42,052.00 156,169.24 .00 .00 .00 .00 .00 .00 .18,581.00 .00
	REVISED BUDGET	15,000 50,000 5,000 5,000	499,400		84,000 20,000 19,000 16,000 15,000 7,500	161,500	50,000 22,000 25,000 80,000 31,750 3,000,000 3,000,000 518,000 5262,100 528,300 64,000 64,000 54,000 64,000 64,000 64,000 7,000 7,000 7,000 7,000 7,000
	TRANFRS/ ADJSTMTS	0000	0		00000	0	50,000 22,000 25,000 80,000 0 0 3,000,000 238,300 64,000 22,000 0
	ORIGINAL APPROP	15,000 50,000 50,000 5,000	499,400		84,000 20,000 19,000 16,000 15,000 7,500	161,500	31,750 301,750 301,050 97,000 35,400 61,000 518,000 262,100 6,940 19,300 47,000 20,240
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1045921 5405 6408 ENGINEERING 1045921 5405 6410 ENGINEERING 1045921 ER05 6405 RENTAL-TRUCK 1045921 PV01 6337 PRINCETON DRIV	TOTAL CIP-COLLECTION MAINT I&I	1045922 CIP-COLLECTION-CONST. EQUIPM	1045922 0021 6412 NEW UNIT 16 1045922 0021 6413 MCCROMETER - F 1045922 0021 6414 LATERAL JETTER 1045922 0021 6415 LATERAL PUSH C 1045922 0021 6416 CAPITAL IN PRO 1045922 0021 6417 CAPITAL IN PRO	TOTAL CIP-COLLECTION-CONST. EQUIPM	1045924 CIP-WWTP-PHYSICAL PLANT 1045924 0024 6238 TRUCK BED W/ C 1045924 0024 6324 PRIMARY SCUM P 1045924 0024 6324 PRIMARY VALVE R 1045924 0024 6321 PLC REPLACEMEN 1045924 0024 6324 020NE DISINFEC 1045924 0024 6324 020NE DISINFEC 1045924 0024 6324 020NE DISINFEC 1045924 0024 6335 DISSOLVED PHOS 1045924 0024 6335 DISSOLVED PHOS 1045924 0024 6345 CAPITAL IN PRO 1045924 0024 6345 CAPITAL IN PRO 1045924 0024 6343 CAPITAL IN PRO 1045924 0024 6353 CAPITAL IN PRO 1045924 0024 6353 CAPITAL IN PRO 1045924 0024 6401 ELECTRICAL SER 1045924 0024 6418 FLOOR REPAIRS 1045924 5405 6346 ENGINEERING 1045924 5405 6346 ENGINEERING 1045924 5405 6350 ENGINEERING



FOR 2024 09								
ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
1045924 5405 6357 ENGINEERING 1045924 5405 6358 PLANT PS REPAI 1045924 5405 6402 ENGINEERING	33,200 0 0	12,000 5,000	33,200 12,000 5,000	000.	0000	33,200.00 12,000.00 5,000.00	%%° ••••	
TOTAL CIP-WWTP-PHYSICAL PLANT	1,432,980	3,518,300	4,951,280	260,783.52	00.	4,690,496.48	5.3%	
1045928 CIP-BENEFICIAL REUSE								
1045928 0028 6239 MF MEMBRANE RE	70,000	0	70,000	68,860.00	00.	1,140.00	98.4%	
TOTAL CIP-BENEFICIAL REUSE	70,000	0	70,000	68,860.00	00.	1,140.00	98.4%	
1045929 CIP-WWTP-DEWATERING FACILITY								
1045929 0029 6243 LONG/SHORT BEL	0	000,09	000,09	00.	00.	60,000.00	%0.	
TOTAL CIP-WWTP-DEWATERING FACILITY	0	60,000	000,09	00.	00.	00.000.09	%0.	
1045930 CIP-WWTP-COMPOST FACILITY								
1045930 0030 6326 SOLIDS DRYING 1045930 0030 6327 SOLIDS DRYING 1045930 0030 6398 CAPITAL IN PRO 1045930 0030 6399 SWEEPER 1045930 0030 6400 TOOL CAT UTILI 1045930 5405 6245 ODOR CONTROL E	36,400 30,000,000 70,000 0	0 0 0 100,000 78,000	30,000,000 70,000 100,000 78,000	363,628.53 20,425,231.06 .00 .750.00	000000	22,771.47 9,574,768.94 70,000.00 100,000.00 78,000.00	94.1% 68.1% .0% .0% 100.0%	
TOTAL CIP-WWTP-COMPOST FACILITY	30,456,400	178,000	30,634,400	20,788,109.59	00.	9,846,290.41	%6 · 29	
1050050 GENERAL & ADMINISTRATIVE								
1050050 5001 SUPERVISOR LABOR 1050050 5002 REGULAR LABOR 1050050 5006 VACATION 1050050 5007 SICK 1050050 5008 PERSONAL	308,350 310,935 0 0	00000	308,350 310,935 0	180,854.80 259,595.14 43,352.73 14,984.60 3,980.37	000000	127,495.20 51,339.86 -43,352.73 -14,984.60 -3,980.37	58.7% 83.5% 100.0% 100.0%	

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YEAR-TO-DATE BUDGET REPORT

	PCT USE/COL	100 855.33% 857.33% 847.45% 847.45% 847.26% 847.26% 847.86%	
	AVAILABLE BUDGET	22, 032 1,5642.39 4,954.39 4,954.39 1,954.39 1,954.39 1,954.39 1,954.39 1,954.39 1,954.39 1,144.03 1,144.	
	ENCUMBRANCES	868888888888888888888888888888888888888	
	YTD ACTUAL	22, 032. 33 32, 751. 59 18, 659. 69 104, 196. 28 117, 361. 07 117, 361. 07 127, 361. 07 127, 361. 07 127, 361. 07 128, 858. 88 127, 361. 07 127, 361. 07 128, 858. 88 128, 700. 00 11, 110. 00 11, 711. 23 11, 711. 23 11, 711. 23 11, 711. 23 12, 845. 00 1, 689, 929. 86 1, 689, 929. 86	
	REVISED BUDGET	38,396 123,986 123,986 123,986 123,986 135,900 150,000 40,000 11,000 11,000 2,060,49 2,060,49	
	TRANFRS/ ADJSTMTS		
	ORIGINAL APPROP	38,396 223,000 123,000 123,000 125,000 135,000 40,000 40,000 40,000 40,000 30,000 31,000 8,000 8,000 11,000 8,000 8,000 11,000 8,000 8,000 11,000 8,000 11,000 8,000 11,000 11,000 8,000 11,000 11,000 11,000 11,000 10,000 11,000 10,000 11,000 10	
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1050050 5010 HOLIDAY 1050050 5101 FICA EXPENSE 1050050 5101 FICA EXPENSE 1050050 5201 UNEMPLOYMENT EXPEN 1050050 5202 GROUP HEALTH INSUR 1050050 5203 CORRA EMPLOYEE INS 1050050 5205 CORRA EMPLOYEE INS 1050050 5205 CORRA EMPLOYEE INS 1050050 5205 CORRA EMPLOYEE INS 1050050 5302 DOFFICE SUPPLIES 1050050 5302 JANITORIAL SUPPLIES 1050050 5302 JANITORIAL SUPPLIES 1050050 5303 JANITORIAL SUPPLIES 1050050 5303 JANITORIAL SUPPLIES 1050050 5303 JANITORIAL SUPPLIES 1050050 5402 METTY CASH EXPENDI 1050050 5405 LEGAL 1050050 5501 1054 O & M - COPIER 1050050 5501 1054 O & M - COPIER 1050050 5703 UNIFORMS-BOOTS-GLO 1050050 5703 UNIFORMS-BOOTS-GLO 1050050 5704 VACCINATIONS 1050050 5704 VACCINATIONS 1050050 5706 EMPLOYEE/EMPLOYER 1050050 5708 METE OFF 1050050 6006 MISCELLANEOUS EXPE 1050050 6007 MATER-CTWA 1050050 6015 WATER-CTWA 1050050 6015 WATER-CTWA 1050050 6015 WATER-CTWA 1050050 6015 WATER-CTWA 1050050 6383 PEST CONTROL 1050050 7512 PUDDINTOWN SPECIAL 1050050 7513 RATE STUDY TOTAL GENERAL & ADMINISTRATIVE	

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	PCT USE/COL	25.9% 80.6% 52.3%	62.3%		64.7% 60.6% 46.5%	53.9%		100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	14.2%		62.2% 63.7% 181.2% 100.0% 100.0%
	AVAILABLE BUDGET	37,660.63 24,652.25 11,506.52	79,699.50		28,268.87 13,781.37 80,214.97	122,265.21		950,861.39 4,864,500.00 100.00 1,750.00 100.00 100.00 100.00 100.00 100.00 100.00	5,817,711.39		34,054.31 51,782.63 -2,030.14 -11,360.85 -3,157.89
	ENCUMBRANCES	0000	00.		000.	00.		999999999999999999999999999999999999999	00.		0000000
	YTD ACTUAL	13,139.37 102,347.75 12,593.48	131,900.50		51,731.13 21,218.63 69,785.03	142,734.79		950,861.61 1,650.00 1,750.00 1,650.00 1,650.00 1,650.00 1,650.00 1,750.00	964,261.61		55,927.69 90,739.37 4,530.14 11,360.85 3,157.89 639.16
	REVISED BUDGET	50,800 127,000 24,100	211,600		80,000 35,000 150,000	265,000		1,901,723 4,864,500 1,750 1,750 1,750 1,750 1,750 1,750 1,750 1,750 1,750	6,781,973		89,982 142,522 2,500 0 0
	TRANFRS/ ADJSTMTS	000	0		000	0		000000000	0		00000
	ORIGINAL APPROP	50,800 127,000 24,100	211,600		80,000 35,000 150,000	265,000		1,901,723 4,864,500 1,750 1,750 1,750 1,750 1,750 1,750 1,750 1,750 1,750	6,781,973		89,982 142,522 2,500 0 0
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1050053 IT72 HARDWARE-DATA PROC 1050053 IT73 SOFTWARE-DATA PROC 1050053 IT74 IT MOBILE	TOTAL G & A - INFORMATION TECHNOLOGY	1050054 G & A - FLEET/FUEL	1050054 5502 VEHICLE MAINTENANC 1050054 5603 1006 GASOLINE. 1050054 5603 1008 DIESEL FUEL	TOTAL G & A - FLEET/FUEL	1052052 DEBT SERVICE	1052052 5801 INTEREST PAID-1993 1052052 5901 PRINCIPAL PAID-1999 1052052 6122 2015 TRUSTEE FEES 1052052 6125 TRUSTEE FEES 2017A 1052052 6126 TRUSTEE FEE 2017B 1052052 6127 TRUSTEE FEE 2020 1052052 6128 TRUSTEE FEE 2020 1052052 6129 TRUSTEE FEE 20A 1052052 6130 TRUSTEE FEE 21 1052052 6131 TRUSTEE FEE 21 1052052 6131 TRUSTEE FEE 21 1052052 6132 TRUSTEE FEE 21A	TOTAL DEBT SERVICE	1060019 WWTP - LABORATORY	1060019 5001 SUPERVISOR LABOR 1060019 5002 REGULAR LABOR 1060019 5003 OVERTIME LABOR 1060019 5006 VACATION 1060019 5007 SICK 1060019 5008 PERSONAL DAY

	PCT USE/COL	100 .0%* 100 .0%* 74 .5% 74 .5% 71 .7% 3 .8% 3 .7%	%0.79		65.9% 66.3% 100.0%	70.3%	100.0%*
	AVAILABLE BUDGET	-275.13 3,678.36 3,678.36 860.09 28,898.19 5,777.01 8,1575.61 24,049.38	124,752.14		153,620.53 7,663.27 -5,026.49 -5,026.49 -15,443.96 11,274.94 11,274.94 16,073.62 16,073.62 16,073.62 16,073.62 16,073.62 16,073.62 16,073.62 16,073.62 17,073.62 18,080.89	385,683.43	-36.24
	ENCUMBRANCES	8080808080	00.		999999999999999999999999999999999999999	00.	00.
	YTD ACTUAL	275.13 4,213.55 10,736.64 2,510.91 26,226.81 14,324.39 13,950.62 14,146.72	252,849.86		27,698.78 302,590.47 302,590.47 5,026.49 5,026.49 15,443.96 5,605.75 27,419.38 17,713.79 150,713.41 25,328.88 33,457.49 21,002.44 21,002.44 21,002.44 21,002.44 21,002.44	914,321.57	36.24
	REVISED BUDGET	14,415 3,371 55,125 19,687 8,500 38,000 3,500	377,602		42,019 456,211 8,000 0 0 0 0 35,086 103,810 5,000 14,000 20,000 80,000 120,000 45,000 120,000 45,000 120,000 45,000 17,180 46,000	1,300,005	0
	TRANFRS/ ADJSTMTS	00000000	0		000000000000000000000000000000000000000	0	0
	ORIGINAL APPROP	14,415 3,371 53,125 19,687 18,500 38,000	377,602		42,019 456,211 8,000 0 0 0 0 8,000 103,810 43,493 43,493 5,000 12,000 80,000 80,000 125,000 125,000 127	1,300,005	0
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1060019 5009 JURY/CIVIL/VOLUNTE 1060019 5101 FICA EXPENSE 1060019 5102 MEDICARE EXPENSE 1060019 5202 GROUP HEALTH INSUR 1060019 5203 PENSION (401) UAJA 1060019 5305 SMALL EQUIPMT/TOOL 1060019 5306 LAB SUPPLIES 1060019 5501 EQUIPMENT MAINTENA	TOTAL WWTP - LABORATORY	1060022 TREATMENT PLANT MAINTENANCE	1060022 5001 SUPERVISOR LABOR 1060022 5003 OVERTIME LABOR 1060022 5006 VACATION 1060022 5006 VACATION 1060022 5007 SICK 1060022 5007 JURY/CIVIL/VOLUNTE 1060022 5010 FICA EXPENSE 1060022 5101 FICA EXPENSE 1060022 5202 MEDICARE EXPENSE 1060022 5203 PENSION (401) UAJA 1060022 5304 OPERATIONAL SUPPLI 1060022 5501 GITA SCADIA MAINT 1060022 5503 GITT REMOVAL-PLANT 1060022 5503 GITT REMOVAL-PLANT 1060022 5503 GITT REMOVAL-PLANT 1060022 5503 GITT REMOVAL-PLANT 1060022 5503 FUEL, OIL, LUBRICA	TOTAL TREATMENT PLANT MAINTENANCE	1060023 MAIN STATION 1060023 5001 B5001 SUPERVISOR LA

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	PCT USE/COL	100.0%; 100.0%; 100.0%; 4.8%; 39.6%;	30.1%	100 . 00%; 100 . 00%; 100 . 00%; 100 . 00%; 100 . 00%; 100 . 00%; 100 . 00%; 113 . 2% 113 . 3%
	AVAILABLE BUDGET	-9,750.52 -606.78 -1,558.19 -732.25 71,433.45	97,859.72	34,131.57 -1,099.64 -1,099.64 1,741.40 1,461.89 2,464.89 1,916.80 1,916.80 1,235.69 -1,235.69 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59 1,140.59
	ENCUMBRANCES	00000000	00.	55555555555555555555555555555555555555
	YTD ACTUAL	9,750.52 606.78 141.97 1,558.19 732.25 3,566.55 25,747.78	42,140.28	55,850.43 1,099.64 2,741.40 4,1741.40 4,959.59 6,533.22 6,533.22 1,083.20 1,083.20 1,235.69 1,235.69 1,235.69 1,282.75 1,282.75 1,282.75 1,282.75 1,483.96 2,7,698.78 1,282.75 1,483.96 1,446.34 1,446.34
	REVISED BUDGET	0 0 0 0 75,000 65,000	140,000	89, 982 0 0 1, 305 10, 475 8, 998 3, 000 1, 000 1,000 1,000 2, 605 609 9, 045 14, 202 17, 000 17, 000 18, 000 18, 000 10, 000 10
	TRANFRS/ ADJSTMTS	000000	0	000000000000000000000000000000000000000
	ORIGINAL APPROP	0 0 0 0 0 75,000	140,000	89,982 0 1,305 1,305 1,000 1,000 1,000 1,000 1,000 2,605 9,045 1,000
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1060023 5002 B5001 REGULAR LABOR 1060023 5101 B5001 FICA EXPENSE 1060023 5102 B5001 MEDICARE EXPE 1060023 5202 B5001 GROUP HEALTH 1060023 5203 B5001 PENSION (401) 1060023 5505 B5001 PUMP STATION 1060023 5602 B5001 0&M MAIN STAT	AIN	1060025 5001 SUPERVISOR LABOR 1060025 5006 VACATION 1060025 5007 SICK 1060025 5101 HOLIDAY 1060025 5102 MEDICARE EXPENSE 1060025 5102 MEDICARE EXPENSE 1060025 5202 GROUP HEALTH INSUR 1060025 5202 GROUP HEALTH INSUR 1060025 5303 SMALL EQUIPMT/TOOL 1060025 5410 ANALYSIS 1060025 5501 EQUIPMENT MAINTENA 1060028 5001 SUPERVISOR LABOR 1060028 5001 SUPERVISOR LABOR 1060028 5101 FICA EXPENSE 1060028 5101 HOLIDAY 1060028 5101 MEDICARE EXPENSE 1060028 5102 MEDICARE EXPENSE 1060028 5304 OPERATIONAL SUPPLI 1060028 5304 OPERATIONAL SU 1060028 5305 SMALL EQUIPMT/TOOL 1060028 5305 SMALL EQUIPMT/TOOL

FOR 2024 09							
ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1060028 5501 EQUIPMENT MAINTENA 1060028 5602 1064 POWER 1060028 5605 CTWA REIMBURSE	165,000 150,998 70,000	000	165,000 150,998 70,000	119,000.12 114,887.09 42,023.24	0000	45,999.88 36,110.91 27,976.76	72.1% 76.1% 60.0%
TOTAL WWTP - BENEFICIAL REUSE	1,066,977	0	1,066,977	770,984.79	00.	295,992.21	72.3%
1060029 wwtp - Dewatering							
1060029 5001 SUPERVISOR LABOR 1060029 5002 REGULAR LABOR 1060029 5003 OVERTIME LABOR 1060029 5006 VACATION 1060029 5007 SICK 1060029 5000 PERSONAL 1060029 5010 HOLIDAY	42,018 141,640 3,500 0 0	000000	42,018 141,640 3,500 0 0	27, 698.78 88, 717.49 1, 013.58 7, 779.52 2, 840.99 1, 840.99 1, 840.99	88888888	14, 319.22 52, 922.51 2,486.42 -7,779.52 -2,840.99 -1,617.55	65. 6% 62. 6% 29. 0% 100. 0% 100. 0%
5101 5102 5202 5203	11,387 2,663 53,760 14,825	00000	11,387 2,663 53,760 14,825	,370.1 ,957.5 ,176.3 ,14.4	:88888	3,016.8 705.4 3,583.6 4,010.5	73.5% 73.5% 72.0% 72.0% 72.0%
5304 1 5501 5602 1	70,000 125,000 64,713	000	70,000 125,000 64,713	0.4.6	8000	.0.1.0	55.6% 44.4% 80.7%
TOTAL WWTP - DEWATERING	530,006	0	530,006	343,222.03	00.	186,783.97	64.8%
1060030 WWTP - COMPOST							
1060030 5001 SUPERVISOR LABOR 1060030 5002 REGULAR LABOR 1060030 5003 OVERTIME LABOR 1060030 5006 VACATION 1060030 5007 SICK 1060030 5010 PERSONAL 1060030 5101 FICA EXPENSE 1060030 5102 MEDICARE EXPENSE 1060030 5202 GROUP HEALTH INSUR 1060030 5203 PENSION (401) UAJA 1060030 5304 OPERATIONAL SUPPLI	42,018 181,332 0 0 0 13,848 3,239 72,750 17,802 2,000	0000000000	42,018 181,332 0 0 0 13,848 3,239 72,750 17,802 2,000	27,698.78 45,486.49 16,212.71 2,603.03 2,479.05 1,365.11 1,365.11 6,344.14 1,483.73 22,004.96 5,984.96 17.16	888888888888888888888888888888888888888	14,319.22 135,845.51 -16,512.71 -2,603.03 -2,479.05 -1,365.13 7,503.86 1,755.27 50,748 11,817.04	65.9% 100.0% 100.0% 100.0% 100.0% 45.8% 30.2% 33.6%

	PCT USE/COL	150.8% 4.5% 34.5% 20.0% 100.0% 18.4% 89.4% 170.7% 78.2% 62.2%	65.1%	65.9% 146.0% 100.0%	71.4%
	AVAILABLE BUDGET	-10,151.25 3,273.29 6,796.00 6,796.00 6,120.19 1,039.73 2,451.09 -2,451.09 -2,451.09 -2,466.54 -58,998.50 52,929.57	203,228.64	297,631.23 -55,1951.69 -23,049.91 -23,049.91 -23,049.91 -23,049.91 -23,665.08 -23,665.08 -23,665.08 -24,859.10 -24,859.10 -25,370.53 -27,370.53 -27,370.53 -27,370.53 -27,385.10 -27,895.63 -44,928.30 -48,682.17 -48,682.17	747,787.78
	ENCUMBRANCES	999999999999999999999999999999999999999	00.	000000000000000000000000000000000000000	00.
	YTD ACTUAL	30, 151.25 44.99 1, 726.71 1, 704.00 -6, 120.19 18, 902.67 460.25 5, 363.63 6, 827.69 1, 954.20 1, 954.20 87, 070.43	379,260.36	27, 698.78 406,309.77 175,195.16 7,728.31 23,049.91 20,033.59 6,898.35 6,898.35 6,898.35 139.979.48 32,138.90 139,979.48 32,138.90 242,090.54 242,019 83,017.08 29,725.13 14,250.00 20,895.63 26,071.78 1,317.83 527,997.92	1,865,081.22
	REVISED BUDGET	20,000 1,000 8,500 20,000 2,500 6,000 4,000 2,500 4,000 140,000	582,489	42,018 703,953 120,000 12,000 0 0 0 47,847 10,817 162,350 56,998 1,000 275,000 126,000 14,250 14,250 14,250 13,000 50,000 50,000 51,636	2,612,869
	TRANFRS/ ADJSTMTS	000000000000	0	126,000	126,000
	ORIGINAL APPROP	20,000 1,000 20,000 2,500 6,000 2,500 4,000 1,500 1,500 1,500 1,500 1,500 1,500	582,489	42,018 703,953 120,000 12,000 0 0 47,847 10,817 162,350 56,998 1,000 275,000 335,000 14,250 11,000 50,000 50,000	2,486,869
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1060030 5304 1038 COMPOST AMEND 1060030 5409 LICENSE & FEES 1060030 5419 LAB ANALYSIS 1060030 5415 VECTOR CONTROL 1060030 5501 EQUIPMENT MAINTENA 1060030 5506 1032 SKID STEER 184 1060030 5506 1033 FRONT END LOAD 1060030 5506 1055 STREET SWEEPER 1060030 5506 1075 STREET SWEEPER 1060030 5506 1071 LOADER MAINT 6 1060030 5506 1072 TROWMEL 1060030 5602 1041 POWER-COMPOST 1060030 5603 1007 NATURAL GAS -	TOTAL WWTP - COMPOST 1060032 TREATMENT PLANT OPERATION	1060032 5001 SUPERVISOR LABOR 1060032 5002 REGULAR LABOR 1060032 5003 OVERTIME LABOR 1060032 5004 SHIFT LABOR 1060032 5006 VACATION 1060032 5006 VACATION 1060032 5009 JURY/CIVIL/VOLUNTE 1060032 5010 HOLIDAY 1060032 5101 FICA EXPENSE 1060032 5101 FICA EXPENSE 1060032 5202 GROUP HEALTH INSUR 1060032 5203 PENSION (401) UAJA 1060032 5304 OPERATION SUPPLES 1060032 5304 1070 CARBON SUPPLEM 1060032 5304 6397 OPERATIONAL SU 1060032 5405 1053 STREAM MONITOR 1060032 5405 1053 STREAM MONITOR 1060032 5409 LICENSE 1060032 5409 MISCELLANEOUS OUTS 1060032 5409 MISCELLANEOUS	TOTAL TREATMENT PLANT OPERATION

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Page

UNIVERSITY AREA JOINT AUTHORITY

FOR 2024 09							
ACCOUNTS FOR: 10 OPERATING FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1070021 COLLECTION-MAINTENANCE							
1070021 0021 B5500 CAPITAL IN PR 1070021 5001 SUPERVISOR LABOR 1070021 5002 REGULAR LABOR 1070021 5002 6172 REGULAR LABOR	0 149,997 996,988 0	0000	0 149,997 996,988 0	963.4 802.9 822.2 009.6	0000	-963.4 55,194.0 49,165.8 68.009.6	100.0% 63.2% 34.9% 100.0%*
5002 6337 REGULAR L 5002 6404 REGULAR L 5002 6406 REGULAR L 5002 6407 REGULAR L	0000	0000	0000	22,006.77 90,870.46 46,615.77 26,869.53	00000	-22,006.77 -90,870.46 -46,615.77 -26,869.53	100.0% 100.0% 100.0%
5002 B5001 REGULAR 5002 B5002 REGULAR 5002 B5003 REGULAR 5002 B5004 REGULAR	0000	0000	0000	~ww∿	0000	~ m m u	100.0% 100.0% 100.0%
5002 B5493 REGULAR 5002 B5494 REGULAR 5002 B5495 REGULAR	0000	0000	0000	770,	0000	200	100.0% 100.0% 100.0%
5002 5002 8 5002 8	ı	000	1	580.4 612.5	8.8.9	-638.3 -580.4 -612.5	100.0% 100.0% 100.0%
5003 5006 5007	31,500 0 0	0000	31,500 0 0	1.04,	0000	8047	64.8% 100.0% 100.0%
	0 0 71,128	0000	0 0 71,128	, 291., , 546.5 , 706.1 , 067.5	2000	5,291.7 -546.5 5,706.1 1,060.4	100.0% 100.0% 70.4%
	0 0 16,635 0	0000	16,635	4,216.5 6.7 1,635.6	0000	4,216.5 -6.7 4,999.3 -986.0	100.0%* 100.0%* 69.9%
5102 5202 5202	0 186,965 0	000	$\frac{0}{0}$	\0.00 4 (000	0.4	100.0%* 88.6% 100.0%*
5202 5203 5203	08,792 0 0	000	08,792 0 0	76/	0000	702	100.0% 59.1% 100.0%
10/0021 5203 B3001 PENSION-0&M M 10/0021 5305 SMALL EQUIPMT/TOOL 10/0021 5504 SEWER LINE MAINTEN	20,000 125,000	0000	20,000 125,000	-1∞.o	0000	-1 $+1$ $+1$	100.0% 66.5% 63.8%
6385	64,500	00	64,500	74.3	200	- 9	100.0% 53.9%

	PCT USE/COL	15.6% 23.2% 8.5%	73.1%		55.4%	27.1%		63.2% 38.1% 100.0%*									65.4%		%0.
	AVAILABLE BUDGET	4,220.00 3,840.00 18,300.80	482,445.58		3,566.79 60,594.98	64,161.77		193. 292. 787.		6,542. 3,432.	27,264. -2,437.	1,876. 7,969.	,864. ,402.	1,526. 3,500.		$^{-750.00}_{-1,100.00}$	184,171.52		1,000.00
	ENCUMBRANCES	000.	00.		00.	00.		000	3000		000	00.	000.	0000	800	0000	00.		00.
	YTD ACTUAL	780.00 1,160.00 1,699.20	1,309,059.42		4,433.21 19,405.02	23,838.23		94,803.16 91,402.15 787.21	85.8	8,457.1 8,437.1	7,264.2 2,437.8	,876.7 ,191.0	3,786.6 4,197.5	1,450.2 499.7 110.8	34.6 50.0	50.0 00.0	348,409.48		00.
	REVISED BUDGET	5,000 5,000 20,000	1,791,505		8,000	88,000		149,997 239,695 0	000	15,000	00		$\frac{5,651}{60,600}$		200	000	532,581		1,000
	TRANFRS/ ADJSTMTS	000	0		00	0		000	000	000	000	00	00	000	000	000	0		0
	ORIGINAL APPROP	5,000 5,000 20,000	1,791,505		8,000	88,000		149,997 239,695 0	000	15,000	00	24,161	5,651 60,600		000	000	532,581		1,000
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1070021 ER01 RENTAL OF EQUIPMEN 1070021 ER14 RENTAL LOWBOY 1070021 PV01 TRENCH PAVING-CONT	TOTAL COLLECTION-MAINTENANCE	1070022 CONSTRUCT EQUIP MAINTENANCE	1070022 5501 SMALL EQUIPMENT MA 1070022 5506 LG. CONSTRC. EQUIP	TOTAL CONSTRUCT EQUIP MAINTENANCE	1070034 COLLECTION-INSPECTION	1070034 5001 SUPERVISOR LABOR 1070034 5002 REGULAR LABOR 1070034 5002 B5480 REGULAR LABOR	5002 B5487 5002 B5497 5002 B5501	5003 OVER	5007	5010 5101	5102 5202		5507	1070034 5507 B5480 INSPECTION EN 1070034 5507 B5487 INSPECTION EN 1070034 5507 B5499 INSPECTION EN	TOTAL COLLECTION-INSPECTION	1070036 COLLECTION-PUMP STATION	1070036 5305 SMALL EQUIPMT/TOOL

	PCT USE/COL	29.0% 28.0% .0% .0% .0% .0% .0% .0% .0% .0% .43.9% .43.9% .49.4%
	AVAILABLE BUDGET	14, 195.86 50, 397.01 300.00 300.00 12, 411.14 424.00 395.81 1, 684.05 81, 407.87 15, 931, 771.09 -8, 237, 653.72 24, 169, 424.81
	ENCUMBRANCES	888888888888888888888888888888888888888
	YTD ACTUAL	20,000 19,602.99 0 30000 0 80000 0 65,000 52,588.86 0 500 76.00 0 1,315.95 0 160,900 79,492.13 3,917,300 35,978,150 20,046,378.91 3,917,300 55,034,275 30,864,850.19
	REVISED BUDGET	20,000 0 70,000 300 0 8300 0 65,000 0 3,000 0 160,900 3,917,300 35,978,150 3,917,300 35,978,150
	TRANFRS/ ADJSTMTS	0 0 0 0 0 3,917,300
	ORIGINAL APPROP	20,000 70,000 300 3,000 3,000 160,900 32,060,850 -19,056,125 51,116,975
FOR 2024 09	ACCOUNTS FOR: 10 OPERATING FUND	1070036 5501 EQUIPMENT MAINTENA 1070036 5505 0 & M PUMP STATION 1070036 5505 B5002 0 & M CLASTER 1070036 5505 B5003 0 & M CLASTER 1070036 5505 B5004 0 & M SOUTH M 1070036 5602 POWER-CLASTER 1070036 5602 B5002 POWER-SOUTH M 1070036 5602 B5004 POWER-SOUTH M 1070036 5603 PUMP STATION PROPA TOTAL COLLECTION-PUMP STATION TOTAL OPERATING FUND



YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

PCT	USE/COL	
AVAILABLE	BUDGET	
	ENCUMBRANCES	
	YTD ACTUAL	
REVISED	BUDGET	
TRANFRS/	ADJSTMTS	
ORIGINAL	APPROP	

GRAND TOTAL 32,060,850 3,917,300 35,978,150 20,046,378.91 ** END OF REPORT - Generated by Sierra Weight **

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To: UAJA Board From: Jason Brown

Re: Financial Report - End of September 2024

Cash	Account	c
\ .asii	ACCOUNT	•

General Checking	\$168,470.53
Payroll Checking	\$199,775.55
PLIGIT Checking	\$1,682.77
Petty Cash	\$75.43

Revenue Fund Accounts

Revenue Sweep	\$45,382.66
Revenue Trustee	\$3,541,828.84

Savings Accounts

PLIGIT Plus	\$9,414.16
93 BRIF	\$1,276,219.77

TOTAL LIQUID ASSETS \$5,242,849.71

Dedicated Accounts

2015 DSF	\$318,980.18
2017A DSF	\$643,566.43
2017 B & C DSF	\$822.80
2018 DSF	\$208,522.39
2020 DSF	\$482,063.98
2020A DSF	\$95,454.71
2021 DSF	\$132,755.93
2021A DSF	\$526,817.06
2022 DSF	\$204,381.96
2024 DSF	\$1,201,351.83
2021 Construction Fund	\$983,368.16
2024 Construction Fund - Biosolids	\$24,296,824.05
2024 Construction Fund - Solar Purchase	\$3,074,402.16

TOTAL DEDICATED ASSETS \$32,169,311.64

\$40,345.57

Restricted Accounts

2024 Capitalized Interest Fund

93 Oper. Expense Reserve	\$722,167.73
93 Debt Service Reserve	\$5,977,738.39

\$6,699,906.12

Receivables Outstanding

UAJA Sewer	\$68,120.24
UAJA Surcharge	\$0.00
Borough Sewer	\$3,398,229.52
PGM Sewer	\$5,035.55
PSU Sewer	\$0.00

TOTAL OUTSTANDING \$3,471,385.31



SUPERINTENDENT'S REPORT

Andrew Breon, Superintendent September 2024 Data

PLANT OPERATIONS

12-Month Rolling Effluent Average:	3.89 MGD	Plant effluent temperature monthly average:	73.0°
Current year average:	3.98 MGD	Highest Daily Influent Flow (9/29):	5.97 MGD
Total Monthly Influent Flow:	150.37 MGD	Lowest Daily Influent Flow (9/3):	4.80 MGD
Monthly Average Influent Flow:	5.01 MGD	GDK Wetland Monthly Average Temperature:	71.4°

On-Line Treatment Units:

4—Primary Clarifiers 4—Secondary Clarifiers 2—Aeration Basins 8—Denitrification filters

Reuse Water Distribution Data

	September	Year to date gallons
Best Western Hotel	31,000	303,000
Centre Hills Golf	7,278,900	33,681,470
Stewart Drive	4,000	52,000
Collections Maintenance Garage	2,000	14,000
CINTAS	557,457	4,216,670
Red Line	371,000	3,904,000
Plant site	4,632,000	42,586,000
GDK Park vault	28,763,000	328,077,000
Kissinger's Pond	0	0
Elks	2,349,000	12,268,000
Total Gallons	43,988,357	425,102,140

Plant Maintenance:

- Rebuilt the gear box on Primary Gate Valve #3.
- Rebuilt the pump and motor on RAS Pump #1 and WAS Pump #2.
- Replaced a pipe manifold, valve, and actuator on MF #3.
- Serviced the hydrants and valves in the Reuse Water System.

Phone: (814) 238-5361 Fax: (814) 238-1531



SEPTAGE OPERATIONS REPORT SEPTEMBER 2024

LBS/SOLIDS

	APR	MAY	JUN	JUL	AUG	SEPT
PORT MATILDA	803	3,044	734	758	2,006	526
HUSTON TOWNSHIP	667	367	350	300	384	415

TOTAL GALLONS

	APR	MAY	JUN	JUL	AUG	SEPT
RESIDENTIAL/COMMERCIAL	10,950	11,175	19,190	12,950	28,400	19,570
PORT MATILDA	11,000	23,000	5,500	6,500	13,000	6,500
HUSTON TOWNSHIP	8,000	6,000	6,000	8,000	8,000	8,000
TOTAL GALLONS	29,950	40,175	30,690	27,450	49,400	34,070

Phone: (814) 238-5361 Fax: (814) 238-1531



1576 Spring Valley Road State College, PA 16801

COLLECTION SYSTEMS SUPERINTENDENT'S REPORT

Activities for the month of September 2024 Daren Brown, Superintendent

MAINLINE MAINTENANCE:

Mainline Cleaning – 1160 ft cleaned/cut with root cutter.

Mainline televising – 27,788 ft televised – 156 manholes inspected.

Wiltshire Dr.- Project complete

Greenwood Circle- Started prep work on 9/30/24

Castings adjusted-1

Manholes grouted-2

LIFT STATION MAINTENANCE:

Cleaned (17) wet wells.

NEXT MONTH PROJECTS:

Greenwood Circle project
Casting adjustments for paving projects
Continue televising mainline.
GIS for mapping
Mainline flushing

INSPECTION:

Windfield Heights Phase 2 (needs televised)

MAINLINE CONSTRUCTION:

- a) Rockey Ridge sec.6 (waiting on pre-construction meeting)
- b) Decibel Partners Hotel (waiting on pre-construction meeting)
- c) Mt. Nittany Manor (reviewing drawings)
- d) Shiloh Commercial Park Phase 1 (reviewing drawings)

NEW CONNECTIONS:

a.	Single-Family Residential	7	c.	Commercial	0
b.	Multi-Family Residential	0	d	Non-Residential	0

TOTAL 7

PA One-Calls Responded to September 1 thru 30 = 340



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 16, 2024

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

RETAINER SERVICES (R001178.0693)

The NPDES Inspection for Stormwater was completed.

PUDDINTOWN INTERCEPTOR ACT 537 SPECIAL STUDY (R001178.0725)

- Draft comment responses were provided to UAJA for review and collaboration. Numerous comments
 questioned UAJA's rights to improve the sewer infrastructure within the conservation areas of Millbrook
 Marsh. The Authority's solicitor was asked to provide input on these responses.
- The study will be presented at the joint Centre Region Planning Commission and COG Land Use and Community Infrastructure which has been rescheduled for November 7th at 12:15 PM.

WEST PATTON (MEEKS LANE) PUMP STATION BASIS OF DESIGN (R001178.0730)

• HRG provided a scope of services to the Developer (S&A Homes) to design the proposed pump station and force main in collaboration with the Developer's Engineer.

SANITARY SEWER REPLACEMENT PERMITTING (R001178.0734)

 The permit applications for stream encroachment have been prepared along with storm water management plans. A meeting will be held with staff to review the permit applications.

DEVELOPER PLAN REVIEWS:

 Mount Nittany Elementary School (1178.0739): Design drawings were received on October 8, 2024 and are under review.

Herbert, Rowland & Grubic, Inc.

By (B

Benjamin R. Burns, P.E.

Team Leader | Water & Wastewater

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330 Innovation Boulevard, Suite 104, State College, PA 16803 ● Phone: (800) 738-8395

E-mail: rettew@rettew.com ● Website: rettew.com

Engineers

Environmental Consultants

Surveyors

Landscape Architects

Safety Consultants

University Area Joint Authority Summation of Project Activities

October 2024

WWTP NPDES Permit – Phosphorus Study (094612027)

 Continuous in-stream monitoring of Spring Creek has been completed. We are reviewing all compiled data with the PA DEP for determination of next steps.

Phosphorus Study Project Schedule

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

Ozone Disinfection for Effluent (094612023)

PSI and Aqua Aerobics continue to address the required modifications to the injection pump skids. The initial modifications were completed the week of September 30th and testing was completed onsite. Aqua Aerobics has requested one further modification to the suction and discharge valves supplied by PSI and this will be made in late October.

Payment Requests To Date							
						Balance of	
			Contract Price		%	Contract Amount	
Contract	Application for	Current	To Date	Total Work To	Monetarily	Including	
Number	Payment #	Payment Due	incld/CO	Date	Complete	Retainage	
2021-05 GC			\$5,458,723.91	\$5,323,473.91	97.52%	\$401,423.70	
2021-06 EC			\$350,000.00	\$326,500.00	93.29%	\$39,825.00	
2021-07 MC	11-Final	\$11,150.00	\$223,000.00	\$223,000.00	100.00%	\$0.00	
		\$11,150.00	\$6,031,723.91	\$5,872,973.91	97.37%	\$441,248.70	

Application for Payment No. 11-Final has been received for Contract 2021-07 (Mechanical Construction) in the amount of \$11,150.00 for release of retainage. RETTEW recommends payment of Application for Payment No. 11-Final in the amount of \$11,150.00.

Ozone Disinfection for Effluent Project Schedule

0_00_0				
Milestone	Date			
Notice to Proceed Issued	12/27/2021			
Substantial Completion	03/27/2023			
Projected Substantial Completion Date	05/20/2024			

Anaerobic Digestion Project (094612026)

- We continue to review project related submittals and requests for information.
- The Contractors have been provided with updated drawings for the Dryer Building to accommodate the new dryer layout and pricing impacts have been requested for each Contract. We anticipate that we will have this information available for the November Board meeting. This is the only substantial change order under tracking on the project.















- Contract 2022-02 (Plumbing) Change Order No. 01 We have prepared and recommend Change Order No. 01 for an increase of \$7,315.15 and 0 days to this contract. This change order is for the addition of floor drains within the Thickening Building.
- Contract 2022-03 (HVAC) Change Order No. 01 We have prepared and recommend Change Order No. 01 for an increase of \$3,298.76 and 0 days to this contract. This change order is for an owner credit for sizing modifications for louvers and additional cost for modifications of Exhaust Fan EF 7, 8 & 9.

		Pay	ment Requests	To Date		
						Balance of
			Contract Price		%	Contract Amount
Contract	Application for	Current	To Date	Total Work To	Monetarily	Including
Number	Payment #	Payment Due	incld/CO	Date	Complete	Retainage
2022-01	10	\$782,883.10	\$66,606,000.00	\$21,629,585.00	32.47%	\$47,139,373.50
2022-02	6	\$212,439.15	\$784,000.00	\$333,365.00	42.52%	\$483,971.50
2022-03	7	\$46,114.65	\$759,000.00	\$362,424.50	47.75%	\$432,817.95
2022-04	6	\$44,646.87	\$6,623,333.21	\$1,491,369.68	22.52%	\$5,281,100.50
		\$1,086,083.77	\$74,772,333.21	\$23,816,744.18	31.85%	\$50,955,589.03

- Application for Payment No. 10 has been received for Contract 2022-01 (General Construction) in the amount of \$782,883.10. RETTEW recommends payment of Application for Payment No. 10 in the amount of \$782,883.10.
- Application for Payment No. 06 has been received for Contract 2022-02 (Plumbing Construction) in the amount of \$212,439.15. RETTEW recommends payment of Application for Payment No. 06 in the amount of \$212,439.15.
- Application for Payment No. 07 has been received for Contract 2022-03 (HVAC Construction) in the amount of \$46,114.65. RETTEW recommends payment of Application for Payment No. 07 in the amount of \$46,114.65.
- Application for Payment No. 06 has been received for Contract 2022-04 (Electrical Construction) in the amount of \$44,646.87. RETTEW recommends payment of Application for Payment No. 06 in the amount of \$44,646.87.

Anaerobic Digestion Project Schedule

Milestone	Date
Notice to Proceed Issued	January 8, 2024
Completion of Dryer and Waste Handling Buildings	July 6, 2025
Contracted Substantial Construction	January 7, 2026

Solar Phase I Purchase

The Authority and RETTEW met with Pace Energy, LLC to discuss the calculations in the appraisal and some revisions that the Authority and RETTEW believe are needed to review the value of the system. As a negotiation, the initial position of the parties is certainly a range of values and we're providing further justification for UAJA's position to Pace Energy, LLC.

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Title:

Contract No. 2022-02

		Chan	ge Order No. 01
Date of Issua	ance: 09/10/2024	Effective Date:	Date executed by Owner
Owner:	University Area Joint Authority	Owner's Contract No.:	2022-02
Contractor:	Myco Mechanical, Inc.	Contractor's Project No.:	
Engineer:	RETTEW Associates, Inc.	Engineer's Project No.:	094612026
Project:	Biosolids Upgrade	Contract Name:	Plumbing Construction

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

Description: Addition of floor drains to the Thickening Building.

Reason for Change: Additional floor drains for positive drainage due to existing building floor.

Attachments: Myco Mechanical - COR No. 02, dated 08/05/2024

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
-	Substantial Completion: 730 Days
\$784,000.00	Ready for Final Payment: 45 Days
	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No. 0 to No. 0:	Orders No. 0 to No. 0:
	Substantial Completion: N/A
\$ <u>0.00</u>	Ready for Final Payment: N/A
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: <u>730 Days</u>
\$ <u>784,000.00</u>	Ready for Final Payment: <u>45 Days</u>
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial Completion: N/A
\$ <u>7,315.15</u>	Ready for Final Payment: <u>N/A</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: <u>730 Days</u>
\$ <u>791,315.15</u>	Ready for Final Payment: <u>45 Days</u>
	days or dates
RECOMMENDED: ACCE	PTED: ACCEPTED:
By: Mobile U. Claker By:	By:
Engineer (if required) Owner (Au	thorized Signature) Contractor (Authorized Signature)
Title: Project Manager Title	Title
Date: 09/10/2024 Date	Date
A	
Approved by Funding Agency (if	
applicable)	
By:	Date:



PROPOSED CHANGE ORDER REQUEST

Project:	U	AJA Biosolids- Plum			122-02	
Description:			ield order #06			
PCO #:	2 RE		REAKDOV	N/NT		
ABOR COST		COST BI	KEAKDUV	VIN		
Classification	Certified	Fringe Benefits	Total	Hours		Total
	Payroll	(as defined	Hourly			
Project Manager	Base Rate *	by L&I) *	Rate \$120.00	1		\$120.00
Superintendant	\$48.45	\$24.57	\$73.02	4		\$292.08
oreman	\$46.45	\$24.57	\$71.02	•		\$0.00
Pipe Fitter			\$0.00			\$0.00
Sheet Metal Plumber	\$44.45	\$24.57	\$0.00 \$69.02	40		\$0.00 \$2,760.80
quipment Operator	911.13	Ψ24.57	\$0.00	-10		\$0.00
aborer			\$0.00			\$0.00
ruck Driver			\$0.00			\$0.0
ervice Technician AD Detailer			\$0.00 \$0.00			\$0.0° \$0.0°
. ID Demile:			\$0.00			\$0.0
			\$0.00			\$0.0
			\$0.00	Sub-Total		\$0.00 \$3,172.80
				Sub-Total		33,172.0
		Social Security @	6.20%			\$122.2
On Base Labor Rate		Medicare @	1.45%			\$28.5
ONLY	Workm	Unemployment @ _ nans Compensation @	10.96% 8.38%			\$216.1 \$165.2
		Liability Insurance @	5.01%			\$98.7
				Sub-Total		\$631.0
		**	Labor Markup	15.00%		\$570.5
			TOTAL I	LABOR		\$4,374.5
IATERIAL COST Item		Quantity	Unit (net	Sub Total	ax Total Cost
dded floor drains and cleanouts		1	\$429.		\$429.32	\$429.3
emoved FD/CO combo	i	2	(\$340		(\$680.50)	(\$680.5
		1	\$676.	26	\$676.26	
				Sub-Total	\$676.26 \$0.00	\$0.00 \$425.08
Added PVC material			faterial Markup_	Sub-Total		\$676.21 \$0.00 \$425.08
				Sub-Total		\$0.0i \$425.0i
Added PVC material			faterial Markup	Sub-Total		\$0.0i \$425.0i
dded PVC material	ion		faterial Markup	Sub-Total 15.00% L TOTAL		\$0.0i \$425.0i
Added PVC material UNIT COSTS Classificati	ion	** N	faterial Markup_ MATERIAI	Sub-Total 15.00% L TOTAL		\$0.00 \$425.0! \$63.70 \$488.8:
dded PVC material NIT COSTS Classificati	ion	** N	faterial Markup_ MATERIAI	Sub-Total 15.00% L TOTAL		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost
dded PVC material NIT COSTS Classificati	ion	** N	faterial Markup_ MATERIAI	Sub-Total 15.00% L TOTAL		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3
Added PVC material UNIT COSTS Classificati	ion	** N	faterial Markup_ MATERIAI	Sub-Total 15.00% L TOTAL		\$0.00 \$425,01 \$63.70 \$488.81 Total Cost \$656.30 \$0.00 \$0.00
Added PVC material UNIT COSTS	ion	** N	faterial Markup_ MATERIAI	Sub-Total 15.00% L TOTAL Sub-Total		\$0.00 \$425.00 \$63.70 \$488.84 Total Cost \$656.30 \$0.00 \$0.00
Added PVC material UNIT COSTS Classificati	ion	** N	faterial Markup_ MATERIAI	Sub-Total 15.00% L TOTAL Sub-Total		\$0.00 \$425.01 \$63.77 \$488.8- Total Cost \$656.30 \$0.00 \$0.00
Added PVC material UNIT COSTS Classificati	ion	** Mur Rate Hour Rate ** Equ	faterial Markup_ MATERIAI	Sub-Total 15.00% L TOTAL Sub-Total		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3 \$0.0 \$0.0 \$656.3
Added PVC material UNIT COSTS Classificati	ion	** Mur Rate Hour Rate ** Equ	faterial Markup_ MATERIAI Hou	Sub-Total 15.00% L TOTAL Sub-Total		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3 \$0.0 \$0.0 \$656.3
UNIT COSTS Classificati aw cutting machine rental		** M Hour Rate ** Equ	faterial Markup_ MATERIAI Hou	Sub-Total 15.00% L TOTAL Sub-Total		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3 \$0.0 \$0.0 \$656.3
UNIT COSTS Classificati aw cutting machine rental	ttached cost breakdown she	** M Hour Rate ** Equ	faterial Markup_ MATERIAI Hou	Sub-Total 15.00% L TOTAL Sub-Total		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3 \$0.0 \$0.0 \$656.3
UBCONTRACT COST (see at	ttached cost breakdown she	** M Hour Rate ** Equ	MATERIAL Hou ipment Markup_	Sub-Total 15.00% L TOTAL Sub-Total		\$0.00 \$425.01 \$425.01 \$63.77 \$488.8- Total Cost \$0.00 \$0.00 \$656.30 \$0.00 \$656.30 Total Cost
UNIT COSTS Classification with the control of the	ttached cost breakdown she	** M Hour Rate ** Equ	MATERIAL Hou ipment Markup_	Sub-Total 15.00% L TOTAL Sub-Total		\$0.00 \$425.00 \$63.70 \$488.8- Total Cost \$656.30 \$0.00 \$656.30
UBCONTRACT COST (see at	ttached cost breakdown she	** M Hour Rate ** Equ	MATERIAL Hou ipment Markup_	Sub-Total 15.00% L TOTAL Sub-Total		\$0.00 \$425.01 \$425.01 \$63.77 \$488.8- Total Cost \$0.00 \$0.00 \$656.30 \$0.00 \$656.30 Total Cost
UNIT COSTS Classification with the control of the	itached cost breakdown she	** Mour Rate ** Equ thour Rate Hour Rate	MATERIAL Hou ipment Markup EQUIPMENT T	Sub-Total 15.00% L TOTAL Sub-Total		\$0.00 \$425.01 \$425.01 \$63.77 \$488.8- Total Cost \$0.00 \$0.00 \$656.30 \$0.00 \$656.30 Total Cost
UNIT COSTS Classification aw cutting machine rental UBCONTRACT COST (see at Classification and patch concrete	ttached cost breakdown she ion	** M Hour Rate ** Equ thour Rate Hour Rate be additional	MATERIAL Hou ipment Markup EQUIPMENT 1 Hou Concrete	Sub-Total 15.00% L TOTAL Sub-Total FOTAL Sub-Total		\$0.00 \$425.01 \$425.01 \$425.01 \$63.70 \$488.81 Total Cost \$0.00 \$0.00 \$656.30 \$0.00 \$5656.30 Total Cost \$1,540.00
INIT COSTS Classification aw cutting machine rental UBCONTRACT COST (see at Classification and patch concrete this pricing is based on 40lf x 2' w	ttached cost breakdown she ion	** M Hour Rate ** Equ thour Rate Hour Rate be additional	MATERIAL Hou ipment Markup EQUIPMENT T	Sub-Total 15.00% L TOTAL Sub-Total		\$0.0 \$425.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3 \$0.0 \$50.0 \$656.3 Total Cost \$1,540.0
INIT COSTS Classification aw cutting machine rental UBCONTRACT COST (see at Classification and patch concrete this pricing is based on 40lf x 2' w	ttached cost breakdown she ion	** Mour Rate ** Equ Hour Rate Hour Rate Hour Rate teplace. Any additional be additional. ** Subc	MATERIAL Hou ipment Markup EQUIPMENT 1 Hou Concrete	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00%		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$0.0 \$566.3 \$0.0 \$656.3 Total Cost \$1,540.0
INIT COSTS Classification aw cutting machine rental UBCONTRACT COST (see at Classification and patch concrete this pricing is based on 40lf x 2' w	ttached cost breakdown she ion	** M Hour Rate ** Equ tet) Hour Rate Hour Rate #* Subc	Hou ipment Markup EQUIPMENT 1 Hou concrete	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00%		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3 \$0.0 \$0.0 \$656.3 \$1,540.0 \$1,540.0 \$77.0 \$1,617.0
NIT COSTS Classification was cutting machine rental UBCONTRACT COST (see at Classification and patch concrete	ttached cost breakdown she ion	** M Hour Rate ** Equ tet) Hour Rate Hour Rate #* Subc	MATERIAL Hou ipment Markup EQUIPMENT T Hou concrete	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00%		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$656.3 \$0.0 \$0.0 \$656.3 \$1,540.0 \$1,540.0 \$77.0 \$1,617.0
INIT COSTS Classification aw cutting machine rental UBCONTRACT COST (see at Classification and patch concrete this pricing is based on 40lf x 2' w	ttached cost breakdown she ion	** Metalent ** Equal	Hou ipment Markup EQUIPMENT 1 Hou concrete	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00%		\$0.0 \$425.0 \$425.0 \$63.7 \$488.8 Total Cost \$0.0 \$0.0 \$656.3 Total Cost \$1,540.0 \$1,540.0 \$77.0 \$1,617.0
UNIT COSTS Classification aw cutting machine rental UBCONTRACT COST (see at Classification and patch concrete	ttached cost breakdown she ion	** Metalent ** Equal	Hou Hou Hou Hou Hou Hou Hou Hou	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00% T TOTAL 2.50%		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$0.0 \$0.0 \$656.3 Total Cost \$1,540.0 \$77.0 \$1,617.0 \$7,136.7
UBCONTRACT COST (see at	ttached cost breakdown she ion	** Metalent ** Equal	MATERIAL Hou ipment Markup EQUIPMENT T Hou concrete ontract Markup SUBCONTRAC	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00% T TOTAL 2.50%		\$0.0 \$425.0 \$425.0 \$63.7 \$488.8 Total Cost \$0.0 \$0.0 \$656.3 \$0.0 \$5656.3 Total Cost \$1,540.0 \$77.0 \$1,617.0
INIT COSTS Classification and cutting machine rental UBCONTRACT COST (see at Classification and patch concrete List and patch concrete List pricing is based on 40lf x 2' votat may be disturbed by the cutting the cutting at may be disturbed by the cutting	vide concrete removal and any and removal process will	** Metalent ** Equal	Hou Hou Hou Hou Hou Hou Hou Hou	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00% T TOTAL 2.50%		\$0.0 \$425.0 \$63.7 \$488.8 Total Cost \$0.0 \$0.0 \$656.3 Total Cost \$1,540.0 \$77.0 \$1,617.0 \$7,136.7
UNIT COSTS Classification aw cutting machine rental UBCONTRACT COST (see at Classification and patch concrete	vide concrete removal and ag and removal process will	** Medical and the second and the se	Hou Hou Hou Hou Hou Hou Hou Hou	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00% T TOTAL 2.50%		\$0.0 \$425.0 \$425.0 \$425.0 \$63.7 \$63.7 \$488.8 Total Cost \$0.0 \$0.0 \$565.3 \$0.0 \$565.3 Total Cost \$1,540.0
UBCONTRACT COST (see at Classification and patch concrete Line pricing is based on 40 fx 2' value at may be disturbed by the cutting an additional0 day(s) value and additional	vide concrete removal and ag and removal process will	** Medical and the second and the se	Hou Hou Hou Hou Hou Hou Hou Hou	Sub-Total 15.00% L TOTAL Sub-Total Sub-Total 5.00% T TOTAL 2.50%		\$0.0 \$425.0 \$425.0 \$63.7 \$488.8 Total Cost \$0.0 \$0.0 \$656.3 \$0.0 \$5656.3 Total Cost \$1,540.0 \$77.0 \$1,617.0



By: Title:

	<i>,</i> , , , , ,	SM				Contract N	lo. 2022-03	
						Char	nge Order No.	01
Date of	f Issuance: (09/10/2024			Effective [Date:	Date executed b	y Owner
Owner	: Unive	rsity Area Joint A	uthority		Owner's C	ontract No.:	2022-03	•
		Mechanical, Inc.	J			r's Project No.:		
Engine	•	EW Associates, In	nc.			Project No.:	094612026	
Project		lids Upgrade			Contract N	-	HVAC Constr	uction
						varre.		
The Co Descrip		odified as follows	upon execu	ution of this	s Change Order:			
Item	Request #			Descrip	tion		Amount	
1	01	Credit for louver s					-\$4,563	
2	02	Exhaust Fan EF 7,	8 & 9 – Mod	ifications to	meet PA Steel Act	0.1	\$7,862	
Attach	monts: Myc	o Mechanical – Co	OP No. 01. /	dated 07/14		Order Amoun	it = \$3,298	./6
Attacii		o Mechanical – Co						
	CHAI	NGE IN CONTRAC	T PRICE		C	HANGE IN CON	TRACT TIMES	
Origina	al Contract P	rice:			Original Contrac			
					Substantial Com		-	
\$ <u>759,0</u>	00.00				Ready for Final I	Payment: <u>45</u>	•	
							days or dates	
_		se] from previous	ly approved	l Change			viously approved	Change
Orders	No. 0 to No	. 0:			Orders No. 0 to			
4					Substantial Com			
\$ <u>0.00</u>					Ready for Final I	Payment: <u>N/A</u>		
					0		days	
Contra	ct Price prio	r to this Change O	rder:		Contract Times		-	
ć 750 <i>(</i>	200.00				Substantial Com		•	
\$ <u>759,0</u>	00.00				Ready for Final I	² ayment: <u>45 D</u>	•	
[]	1[D	-1 -f +h:- Ch	0		[]	1 -f+l-:- Cl-	days or dates	
lincrea	ise] [Decreas	se] of this Change	Order:		[Increase] [Decr	_	lange Order:	
\$ 3,298	2 76				Substantial Com Ready for Final I			
۶ <u>۵,۷۶۵</u>	5.70				Ready for Fillal I	ayınlent. <u>N/A</u>	days or dates	
Contra	ct Drice inco	rporating this Cha	ngo Ordor:		Contract Times	with all approve	ed Change Order	· ·
Contra	ct Frice inco	iporating tins cha	ilige Order.		Substantial Com		-	3.
\$ 762,2	298 76				Ready for Final I	•	•	
7 <u>702,2</u>					incady for Final I	ayment. <u>13 D.</u>	days or dates	
	RECOM	MENDED:		ACCF	PTED:		ACCEPTED:	
By:	Michel	2 a. auke	By:	71002		Ву:	ACCEL TED.	
	Engin	eer (if required)		Owner (Aut	horized Signature)	Contr	actor (Authorized	Signature)
Title:	Pro	ject Manager	Title			Title		- ,
Date:		9/10/2024	Date			Date		
		ng Agency (if						
applica	•	TID ABOLICY (II						
					Data			
By:					Date:			

Page 1 of 1



PROPOSED CHANGE ORDER REQUEST

Project:		UAJA Biosolids- H]
Description: PCO #:		1	Field order #0	5- Louver Siz	ze Change		J
100#.			i BREAKDO'	WN			
LABOR COST		COST	THE THE	,,,,			
Classification	Certified Payroll Base Rate *	Fringe Benefits (as defined by L&I) *	Total Hourly Rate	Hours			Total
Project Manager	Base Rate	by L&I)	\$120.00	1			\$120.00
Superintendant			\$0.00				\$0.00
Foreman			\$0.00				\$0.00
Pipe Fitter Sheet Metal			\$0.00 \$0.00				\$0.00 \$0.00
Plumber			\$0.00				\$0.00
Equipment Operator			\$0.00				\$0.00
Laborer			\$0.00				\$0.00
Truck Driver			\$0.00				\$0.00
Service Technician			\$0.00				\$0.00 \$0.00
CAD Detailer			\$0.00 \$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
				Sub-Tota	al		\$120.00
	_	Social Security @ Medicare @	6.20% 1.45%				\$0.00 \$0.00
On Base Labor Rate ONLY		Unemployment @	10.96%				\$0.00
ONLI		mans Compensation @		į.			\$0.00
	Publi	c Liability Insurance @	5.01%	Sub-Tot:	al		\$0.00 \$0.00
		k	** Labor Markup		aı		\$18.00
			TOTAL	LABOR	_		\$138.00
MATERIAL COST							
Item		Quantity	Unit		Sub Total	Tax	Total Cost
Louver Size Change		2	(\$2,29	5.00)	(\$4,590.00)	0.00%	(\$4,590.00)
					\$0.00		\$0.00
					\$0.00 \$0.00		\$0.00 \$0.00
		ļ.	l .	Sub-Tota			(\$4,590.00)
			Material Markup MATERIA		_ 		\$0.00 (\$4,590.00)
UNIT COSTS			T				
Classification		Hour Rate	Но	urs			Total Cost
							\$0.00
				~ 1			\$0.00
				Sub-Tota	al		\$0.00
		** Ea	uipment Markup	10.00%			\$0.00
		,	EQUIPMENT		_		\$0.00
SUBCONTRACT COST (see attack Classification	hed cost breakdown sh	Hour Rate	Но	urs	Ţ		Total Cost
Chashiedton			110				
						-	
		l	I .	Sub-Tota	al		\$0.00
		** Sub	contract Markup		_		\$0.00
			SUBCONTRA	CT TOTAL			\$0.00
			SUBTOTAL				(\$4,452.00)
			Bond	2.509	%		-111.30
			то	ΓAL			(\$4,563.30)
An additional0 day(s) will Prices are subject to change if no							
Bern Lorson							
Submitted By: Bern Lorson	Date 7-15-2024						Date

CONTRACTOR'S LETTERHEAD

SHOP DRAWING TRANSMITTAL FORM

RETTEW Project No. 094612026

TO: Rettew Associates, Inc. DATE: 7/12/24

ATTN: Denedia Park

denedia.park@rettew.com 330 Innovation Blvd., Suite 104 State College, PA 16803

PROJECT: University Area Joint Authority

Biosolids Upgrade Project

Contract 2022-03 - HVAC Construction

We have enclosed the following shop drawing submittal for your review. Total pages transmitted $\frac{7}{2}$.

SECTION	SUB NO.	DESCRIPTION	MFR/SUPPLIER
233300	01R	Louvers- REV #1	RUSKIN

CONTRACTORS CERTIFICATION

THE ATTACHED SUBMITTAL HAS BEEN REVIEWED, CHECKED, APPROVED AND IS IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.

Bern Lorson
Signature Bern Lorson - Project Manager
Printed Name and Title
Remarks:
Very truly yours,
Laurissa Magdule- Myco Mechanical, Inc.
[Printed Transmitter Name]
[Contractor Name]



The Right People, The Right Results, Redefining Responsible.

1 North Washington Street Telford, PA 18969
0 267.382.0267
mycomechanical.com

UAJA Biosolids Upgrade HVAC Submittal # 233300-01R Louvers 008R 7-12-24

Date		07/12/2024	Engineer	r/Architect Stamp
Own	er	University Area Joint Authority		
		1576 Spring Valley Rd		
		State College, PA 16801		
CM		Rettew Assocaites Inc		
		2230 Innovation Blvd Ste 104		
		State College, PA 16801		
HVA	C Contractor	Myco Mechanical, Inc.		
		1 North Washington St.		
		Telford, PA 18969		
Vend	or	John F Scanlan		
		12500 Baltimore Ave, Unit F		
		Beltsville, MD 20705		
Man	ufacturer	Ruskin		
Speci	ification	233300		
Desc	ription	Fire Dampers, Louvers		
		DEL 465 AND DECUE		
X	APPROVED	REVISE AND RESUB	SIVIII	
	APPROVED AS COR	RECTED NOT APPROVED		
MYC	O MECHANICAL, INC	C HAS CHECKED FOR CONFORMANCE V	VITH THE	DESIGN CONCEPT OF THE PROJECT & COMPLIANCE WITH
				DR, SUBCONTRACTOR, OR VENDOR PROVIDING SCOPE
				SIONS TO BE CONFIRMED AND CORRELATED AT JOBSITE;
				COORDINATION OF THE WORK WITH OTHER TRADES.
		XISTING CONDITIONS SHALL BE CHECK		
				-
_				on to too.
By:	Bern Lorson		Date:	07/12/2024
_	Project Manager, N	Myco Mechanical, Inc.	_	



Submittal Data

7/10/2024

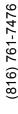
Project Name: BioSolids Upgrade **Submitted By:**

Contractor: Myco Mechanical

Submitted By: Mike Holzworth

John F Scanlan 1238-46 Belmont Ave

Philadelphia, PA 19104 Phone:2674148024



www.ruskin.com

SUBMITTAL PACKAGE

Job: BioSolids Upgrade

RUSKIN AIR CONTROL

Multi-Blade Fire Dampers, 1.5 Hour Rated

Model: DFD60 - Dynamic Air Foil Blade Fire Damper

2002: P	ָ כ			24							
#QI	Qty	Width (A)	A) Height (B)	Size	Frame	Mounting	Fuse Link Temp (Deg F)	Velocity (FPM)	ounting Fuse Link Temp (Deg F) Velocity (FPM) Static Pressure (in. w.g.) Slv/Tran Sleeve Length	Slv/Tran	Sleeve Length
DFD60-1	5	24	30	Deduct 1/4	CSTYLE	VERTICAL	165 DEGREES	2000 FPM	4 INCHES	SLEEVE	18
DFD60-2	7	84	24	Deduct 1/4	CSTYLE	VERTICAL	165 DEGREES	2000 FPM	4 INCHES	SLEEVE	18

Combination Louvers

Model: ELC445D - Extruded Aluminum Combination Louver

#QI	Tag	Qty	Qty Width (A) I	Height (B)	Size	Frame	Screen	Finish Type
ELC445D-1	1F-6	1	96	48	Deduct 1/4 BOX	BOX	5/8 Inch .040 ALUM 70% PVDF (B3)	70% PVDF (B3)
ELC445D-2	1-7	1	96	48	Deduct 1/4	BOX	Deduct 1/4 BOX 5/8 Inch .040 ALUM 70% PVDF (B3)	70% PVDF (B3)
ELC445D-3	ELC445D-3 IL-8A,B,C,D 4	4	96	25	Deduct 1/4 BOX	BOX	5/8 Inch .040 ALUM 70% PVDF (B3)	70% PVDF (B3)

Note:
Quantities and Sizes listed are for submittal purposes only, to be verified prior to order.
Quantities and Sizes listed are for submittal purposes only, to be verified prior to order.
Submittal information is deemed correct at time of printing, however in the interest of product improvement Ruskin reserves the right to make changes without notice.

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DFD60

Dynamic Air Foil Blade Fire Damper UL555 1.5 Hour Rated, Galvanized Construction



CONSTRUCTION 5" x 16 gauge galvanized, Frame single piece, hat-shaped One-piece airfoil, nominal Blades 6" wide galvanized steel. Stainless steel sleeve Bearings type, pressed into frame. Construction GALVANIZED C STYLE Frame Blade Action OPPOSED Fuselink Temp (Deg 165 DEGREES Sleeve SLEEVE Sleeve Material GALVANIZED

PERFORMANCE F	RATINGS
Velocity	2000 FPM
Static Pressure	4 INCHES
Airflow	Both Directions
UL Listing	R5531
Canadian Listing	S112



ACTUATOR DETAILS











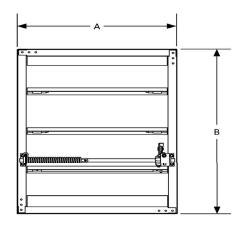


SCHEDU	LE										
ID#	Otre	D	imensions (Inch	ies)	Sect	ions	Side Plate	Mounting	Actuator	Sleeve	
IU#	Qty	Width (A)	Height (B)	Size	Wide	High	Side Plate	Wounting	Qty	Sleeve Length(L)	Gauge
DFD60-1	5	24	30	Deduct 1/4	1	1	NO	VERTICAL	0	18	20 Gauge

CONSTRUCTION DETAILS

Notes

For information on opening sizes, see the installation instructions listed on the Ruskin website by clicking here.



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DFD60

Dynamic Air Foil Blade Fire Damper UL555 1.5 Hour Rated, Galvanized Construction



CONSTRUCTION 5" x 16 gauge galvanized, Frame single piece, hat-shaped One-piece airfoil, nominal Blades 6" wide galvanized steel. Stainless steel sleeve Bearings type, pressed into frame. Construction GALVANIZED C STYLE Frame Blade Action OPPOSED Fuselink Temp (Deg 165 DEGREES Sleeve SLEEVE

GALVANIZED

PERFORMANC	E RATINGS
Velocity	2000 FPM
Static Pressure	4 INCHES
Airflow	Both Directions
UL Listing	R5531
Canadian Listing	S112



ACTUATOR DETAILS

Sleeve Material











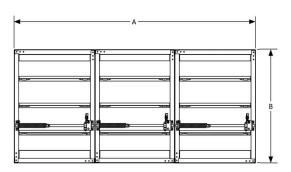


SCHEDU	LE										
ID#	0 4.	D	imensions (Inch	ies)	Sect	ions	Side Plate	Marratina	Actuator	Sleeve	
10#	Qty	Width (A)	Height (B)	Size	Wide	High	Side Plate	Mounting	Qty	Sleeve Length(L)	Gauge
DFD60-2	1	84	24	Deduct 1/4	3	1	NO	VERTICAL	0	18	20 Gauge

CONSTRUCTION DETAILS

Notes

For information on opening sizes, see the installation instructions listed on the Ruskin website by clicking here.



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ELC445D

Finish Type

Finish Color

Extruded Aluminum Combination Louver 4 Inch Deep -Rear Adjustable Blades



CONSTRUCTION 6063-T6 Extruded alum Frame Material with 0.080" nominal thickness 6063-T6 Extruded alum with .080" nominal wall **Blade Material** thickness on front blade, .125" nominal wall thickness on rear blade Frame Type BOX Screen 5/8 Inch .040 ALUM REAR Screen Mtg **FINISH DETAILS**

70% PVDF (B3)

TO MATCH(98)

PERFOR	RMANCE RATINGS
Listing	Published performance rating based on testing in accordance with AMCA 511
Beginning Point of Water	974 fpm (297 m/min)
Free Area	39%
Intake Pressure Drop	1000 fpm = 0.15"w.g.
Exhaust Pressure Drop	1000 fpm = 0.13"w.g.
Windload	30 PSF
Notes:	

Performance Based on 48"x48" Standard Size













SCHEDUL	E												
ID#	Tag	Qty	Dir	mensions (Inc	hes)	Frame	Sect	ions	Screen	Ac	tuator		Wind Load
10#	ray	Qty	Width (A)	Height (B)	Size	riaille	Wide	High	Screen	Model	Fail Pos	Qty	Willu Loau
ELC445D-1	IL-6	1	96	48	Deduct 1/4	BOX	2	1	5/8 Inch .040 ALUM	RUS-L120	CLOSE	1	30
ELC445D-2	IL-7	1	96	48	Deduct 1/4	BOX	2	1	5/8 Inch .040 ALUM	RUS-L120	CLOSE	1	30
ELC445D-3	IL-8A,B,C,D	4	96	25	Deduct 1/4	BOX	2	1	5/8 Inch .040 ALUM	RUS-M120	CLOSE	1	30

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PROPOSED CHANGE ORDER REQUEST

Project:			JA HVAC 2022					
Description: HVAC EF_7,8,9 Fan change PCO #: 2								
PCO#:			l REAKDO'	W/N				
LABOR COST		COST E	KLAKDO	VV IN				
Classification	Certified Payroll	Fringe Benefits (as defined	Total Hourly	Hours			Total	
	Base Rate *	by L&I) *	Rate					
Project Manager			\$120.00 \$0.00				\$0.00 \$0.00	
Superintendant Foreman			\$0.00				\$0.00	
Pipe Fitter			\$0.00				\$0.00	
Sheet Metal			\$0.00				\$0.00	
Plumber Equipment Operator			\$0.00 \$0.00				\$0.00 \$0.00	
Laborer			\$0.00				\$0.00	
Truck Driver			\$0.00				\$0.00	
Service Technician			\$0.00				\$0.00	
CAD Detailer			\$0.00 \$0.00				\$0.00 \$0.00	
			\$0.00				\$0.00	
			\$0.00				\$0.00	
				Sub-Total		-	\$0.00	
	_	Social Security @	6.20%				\$0.00	
On Base Labor Rate		Medicare @	1.45%			-	\$0.00	
		Unemployment @	10.96%			_	\$0.00 \$0.00	
ONLI	ONLY Workmans Compensation @ 8.38%							
Public Liability Insurance @ 5.01% Sub-Total							\$0.00 \$0.00	
						-	90.00	
	** Labor Markup 15.00% \$0.							
			TOTAL	LABOR		=	\$0.00	
WATERNAY COOT								
MATERIAL COST Item		Quantity	Unit	Cost Su	ib Total	Tax	Total Cost	
Original Canarm fans EF 7-8-9		1	(\$1,63		,632.00)	Tux	(\$1,632.00)	
Penn Barry Fans EF 7-8-9							\$8,605.00	
					00.00		\$0.00	
				Sub-Total	80.00		\$0.00 \$6,973.00	
		**	Matarial Markun	10.00%		-	\$607.30	
		**	Material Markup			- - -	\$697.30 \$7,670.30	
UNIT COSTS		**				- - -		
UNIT COSTS Classification		** Hour Rate		L TOTAL		- - 	\$7,670.30	
			MATERIA	L TOTAL		=======================================		
			MATERIA	L TOTAL		=	\$7,670.30 Total Cost	
			MATERIA	L TOTAL		=======================================	\$7,670.30 Total Cost \$0.00	
			MATERIA	L TOTAL		=	\$7,670.30 Total Cost	
		Hour Rate	MATERIA Ho	LL TOTAL urs Sub-Total		=======================================	\$7,670.30 Total Cost \$0.00 \$0.00	
		Hour Rate	MATERIA	L TOTAL Sub-Total 10.00%		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00	
Classification		Hour Rate	MATERIA Ho	L TOTAL Sub-Total 10.00%		=======================================	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	Hour Rate ** Eq	MATERIA Ho uipment Markup EQUIPMENT	Sub-Total 10.00% TOTAL		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00	
Classification	hed cost breakdown sh	Hour Rate	MATERIA Ho	Sub-Total 10.00% TOTAL		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	Hour Rate ** Eq	MATERIA Ho uipment Markup EQUIPMENT	Sub-Total 10.00% TOTAL		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	Hour Rate ** Eq	MATERIA Ho uipment Markup EQUIPMENT	Sub-Total 10.00% TOTAL		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	Hour Rate ** Eq	MATERIA Ho uipment Markup EQUIPMENT	Sub-Total 10.00% TOTAL		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	** Eq	MATERIA Ho uipment Markup EQUIPMENT Ho	Sub-Total Sub-Total Sub-Total		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost Total Cost	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	** Eq	MATERIA Ho uipment Markup EQUIPMENT	Sub-Total Sub-Total Sub-Total		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	** Eq	MATERIA Ho uipment Markup EQUIPMENT Ho	Sub-Total 10.00% TOTAL urs Sub-Total 5.00%		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost Total Cost	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	** Eq	MATERIA Ho uipment Markup EQUIPMENT Ho	Sub-Total 10.00% TOTAL urs Sub-Total 5.00%		-	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	** Eq	MATERIA Ho uipment Markup EQUIPMENT Ho contract Markup SUBCONTRAC	Sub-Total 10.00% TOTAL Sub-Total 5.00% CT TOTAL		=======================================	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
Classification SUBCONTRACT COST (see attact	hed cost breakdown sh	** Eq	MATERIA Ho uipment Markup EQUIPMENT Ho scontract Markup SUBCONTRAC	Sub-Total 10.00% TOTAL Sub-Total 5.00% CT TOTAL 2.50%			\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost \$0.00 \$0.00 \$0.00 \$1.00 \$1.7670.30	
Classification SUBCONTRACT COST (see attac Classification		+* Equeet) Hour Rate ** Sub	MATERIA Ho uipment Markup EQUIPMENT Ho scontract Markup SUBCONTRAC	Sub-Total 10.00% TOTAL Sub-Total 5.00% CT TOTAL		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost \$0.00 \$0.00 \$0.00	
Classification SUBCONTRACT COST (see attact	be required on cont	** Eq	MATERIA Ho uipment Markup EQUIPMENT Ho scontract Markup SUBCONTRAC	Sub-Total 10.00% TOTAL Sub-Total 5.00% CT TOTAL 2.50%		=	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost \$0.00 \$0.00 \$0.00 \$1.00 \$1.7670.30	
SUBCONTRACT COST (see attact Classification Classification An additional0 day(s) will Prices are subject to change if no	be required on cont	** Equeet) Hour Rate ** Sub	MATERIA Ho uipment Markup EQUIPMENT Ho scontract Markup SUBCONTRAC	Sub-Total 10.00% TOTAL Sub-Total 5.00% CT TOTAL 2.50%		-	\$7,670.30 Total Cost \$0.00 \$0.00 \$0.00 \$0.00 Total Cost \$0.00 \$0.00 \$0.00 \$1.00 \$1.7670.30	

UNIVERSITY AREA JOINT AUTHORITY

EXECUTIVE DIRECTOR'S REPORT

October 16, 2024

INFORMATION ITEMS

State College Borough Delinquency

The unpaid balance for the State College Borough is \$4,645,799.52. The refusal to pay the full amount has, in part, resulted in the rate increase that went into effect January 1, 2024. If the Borough Continues to underpay, it will result in an increase in rates to all the other customers in College, Ferguson, Harris and Patton Townships.

ACTION ITEMS

3. Public Comment

3.1 Other items not on the agenda

4. Old Business

4.1 Revenue Bond Issue Presentation

When the 2024 revenue bonds were issued, it was known that an additional borrowing would be required to complete the biosolids project. Representatives of Public Financial Management (PFM) will present a timeline for the borrowing process.

Recommendation: Presentation only, no action.

5. New Business

5.1 2025 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 1.0 percent since October of 2023. This results in an increase from \$6,485.00 to \$6,550.00, an increase of \$65.00 per EDU.

Recommendation: Increase the 2025 tapping fee to \$6,550.00 per EDU, effective January 1, 2025.

5.2 Construction Engineer's Report

5.3 Change Order 01 Contract 2022-02 Biosolids Upgrade Plumbing

This change order is for the addition of floor drains in the thickening building. Floor drains were added as needed based on the existing floor. The change order is for an increase of \$7,315.15.

Recommendation: Approve Change Order 1 Contract 2022-02 in the amount of \$7,315,15.

5.4 Change Order 01 Contract 2022-03 Biosolids Upgrade Mechanical

This change order is for deductions for changing louver sizes and for an increase to comply with the Pennsylvania Steel Act. The change order is for a net increase of \$3,298.76.

Recommendation: Approve Change Order 1 Contract 2022-03 in the amount of \$3,298.76.

5.5 Biosolids Processing Agreements – Bellefonte Borough Authority, Moshannon Valley Joint Sewer Authority and Tyrone Borough

Part of the Biosolids upgrade project is to allow for receiving and processing biosolids from other regional wastewater entities that may desire to have their biosolids processed at a regional facility. UAJA has been working with three such entities – Bellefonte Borough Authority, Moshannon Valley Joint Sewer Authority, and Tyrone Borough. Processing biosolids at UAJA is financially and administratively beneficial to the three entities, as well as being financially beneficial to UAJA. The agreements are included in the agenda report.

Recommendation: Authorize the Executive Director to execute the agreements with Bellefonte Borough Authority, Moshannon Valley Joint Sewer Authority, and Tyrone Borough.

5.6 Requisitions

BRIF #917	Glossner's Concrete Wiltshire Dr. Project	\$2,958.00
BRIF #918	Ducken Tree Farm Wiltshire Dr. Project-Topsoil	\$859.60
BRIF #919	Heidelberg Materials Wiltshire Dr. Project- Stone	\$3,836.61
BRIF #920	Best Line Equipment Wiltshire Dr. & Greenwood Circle Projects	\$1,049.50
BRIF #921	L/B Water Greenwood Circle Project	\$8,156.45
BRIF #922	EBY Paving Wiltshire Dr. Project-Asphalt	\$11,640.69
TOTAL BRIF-		\$28,500.85
		4-0,00000
Construction Fund #032	Rettew Ozone Disinfection Project	\$3,577.50
Construction Fund #032 Construction Fund #033		ŕ
	Ozone Disinfection Project McClure Company Ozone Disinfection Project-Mechanical	\$3,577.50

\$1,192,033.68

Construction Fund #021	Helena Agri Sludge Drying Project-Lime	\$7,140.00
Construction Fund #022	Quandel Construction Group Pay App. #10- Sludge Drying Project-General	\$782,883.10
Construction Fund #023	Myco Mechanical Pay App. #6- Sludge Drying Project-Plumbing	\$212,439.15
Construction Fund #024	Myco Mechanical Pay App. #7- Sludge Drying Project-HVAC	\$46,114.65
Construction Fund #025	Hayden Power Group Pay App. #6- Sludge Drying Project-Electrical	\$44,646.87 I

TOTAL 2024 CONSTRUCTION FUND (Biosolids)-

- 6. Reports of Officers
- 7. Other Business
- 8. Adjournment

BIOSOLIDS PROCESSING AGREEMENT

This Biosolids Processing Agreement (this "<u>Agreement</u>") is made and entered into on _____ (the "<u>Effective Date</u>"), by and between the University Area Joint Authority ("<u>UAJA</u>"), a Pennsylvania municipal authority located at 1576 Spring Valley Road, State College, Pennsylvania, 16801, and the Bellefonte Borough Authority ("<u>BBA</u>"), a Pennsylvania municipality authority located at 236 West Lamb Street, Bellefonte, Pennsylvania, 16823.

ARTICLE I: SCOPE AND TERM

- 1.01 <u>Agreement</u>. This Agreement sets forth the conditions under which UAJA will receive Wet Cake Biosolids for drying and disposal (the "<u>Project</u>") at the Spring Creek Pollution Control Facility (the "<u>Facility</u>") and the conditions under which BBA will supply biosolids to the Facility as part of the Project.
- 1.02 <u>Term.</u> This Agreement will commence on the Effective Date and continue for a period of ten (10) years (the "<u>Initial Term</u>"). The Agreement will renew automatically for successive five-year terms unless either party gives written notice to the other party at least one (1) year prior to the expiration of the Initial Term or any term thereafter ("<u>Renewal Term</u>"). The Initial Term and any Renewal Term may be otherwise terminated as set forth in Article 5.
- 1.03 <u>Fundamental Principle of Good Faith and Fair Dealing</u>. In entering into this Agreement, UAJA and BBA each acknowledge and agree that all aspects of the relationship set forth herein will be governed by the fundamental principle of good faith and fair dealing, with the desire to work reasonably and mutually together to accomplish the importation of Wet Cake Biosolids to UAJA from BBA. UAJA and BBA shall assure that each of their representatives, including their employees, will comply with such principles.

ARTICLE II: DEFINITIONS

Capitalized terms shall have the meanings set forth below, in addition to the designations appearing elsewhere in this Agreement:

- 2.01 "<u>Biosolids</u>" means solid, semisolid, or liquid residues generated during primary, secondary, or advanced treatment of domestic sanitary sewage through one or more controlled processes that reduce pathogens and attractiveness to vectors.
- 2.02 "Natural Gas Utility Cost" means the rate that UAJA pays for natural gas at the Facility as of December 31 of the immediately preceding year.
- 2.03 "<u>Services</u>" shall mean all designing, engineering, permitting, building, operating, processing, and maintaining services and related activities that are provided by UAJA under the terms of this Agreement.
- 2.04 "<u>Wet Cake Biosolids</u>" means dewatered Biosolids with a solids content greater than 13% solids and less than 90% solids and may include undigested or digested, primary or waste activated sludge, etc. Wet Cake Biosolids does not include lime stabilized sludge, pasteurized sludge, composted Biosolids, or other Biosolids products that include bulking agents or other feed stocks.

ARTICLE III: INVOICING AND PAYMENT

3.01 <u>Pricing, Discounts, and Terms.</u> BBA shall pay a fee equal to \$36.00 per wet ton of Biosolids delivered to UAJA. On the anniversary of the Effective Date during the Term, the fee will increase by the higher of 1.5% or the annualized rate of increase of UAJA's Natural Gas Utility Cost. In the event that the UAJA elects to

utilize biogas or renewable natural gas produced on-site for the fuel for sludge drying in lieu of Natural Gas, the fee increase will still be based upon UAJA's Natural Gas Utility Cost. Except for BBA's termination of this Agreement pursuant to Section 5.03, should, prior to the end of the Initial Term or any Renewal Term, as the case may be, BBA terminate this Agreement or commit a material breach of this Agreement that is not cured within thirty (30) days of written notice thereof from UAJA, BBA shall pay an early termination fee to UAJA as follows:

Termination Year	Early Termination Fee
1	\$245,000
2	\$210,000
3	\$175,000
4	\$140,000
5	\$105,000
6	\$70,000
7	\$35,000
8	\$35,000
9	\$35,00
10 or after	\$0

- 3.02 <u>Invoicing</u>. UAJA will issue invoices to BBA on a monthly basis, provided, however, that UAJA's failure to issue invoices on such basis will not waive any rights to payment. All fees are due and payable thirty (30) days from the date of the invoice. In the event that BBA disputes any invoice or portion thereof, the parties shall work reasonably and mutually together to resolve such dispute. If they are unable to do so, after reasonably conferring, the parties shall resort to any dispute resolution procedures, including by going to court. All payments made under this Agreement shall be made in U.S. dollars via wire transfer, bank draft, or check unless otherwise agreed in writing by UAJA. BBA shall follow all additional reasonable UAJA policies regarding the processing and payment of invoices.
- 3.03 <u>Late Payments, Collections, and Suspension of Service</u>. A late payment charge of one and a half (1.5%) percent per month, or the maximum percentage rate permitted by law, if lower, shall be charged on all past due balances. BBA agrees to pay all costs and expenses incurred by UAJA in collecting or attempting to collect past due balances, including, but not limited to, third party collection fees, reasonable attorneys' fees, legal expenses, and court costs. If BBA's account is more than thirty (30) days overdue, UAJA shall be entitled to suspend all Services to BBA until such amounts are paid in full, provided that such suspension shall not limit any other remedies available to UAJA.
- 3.04 <u>Costs of Delivery</u>. All Biosolids delivered under the terms of this Agreement shall be F.O.B. UAJA's Facility unless otherwise agreed in writing by UAJA, with risk of loss passing to UAJA upon UAJA's acceptance of the Biosolids at the Facility. Unless otherwise agreed in writing by UAJA, BBA shall be responsible for all shipping charges and freight costs, taxes, insurance, and any other charge incidental to BBA's delivery of the Biosolids under this Agreement.
- 3.05 <u>Insurance</u>. At all times during the term of this Agreement, BBA agrees to and shall carry insurance equal to the types and in the minimum amounts required of UAJA in accordance with the listing below. BBA shall name UAJA as an additional insured in BBA's policies of insurance in the same manner as BBA's requirements under Exhibit A, and (ii) BBA shall cause its insurers to waive rights of subrogation against UAJA on all policies of insurance required hereunder.
 - A. Statutory worker's compensation insurance required by all applicable laws, rules, or regulations of the Commonwealth of Pennsylvania.

- B. Commercial General Liability (occurrence form) including coverage for: pollution liability; premises/operations; independent contractors; and blanket contractual liability specifically covering the obligations assumed by BBA under this Agreement. Minimum limit of liability: \$1,000,000 each occurrence for bodily injury or property damage.
- C. Excess liability/umbrella liability insurance in the amount of \$3,000,000.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES

- 4.01 <u>Representations and Warranties of UAJA</u>. UAJA provides the following representations and warranties under this Agreement:
 - A. UAJA shall process all Biosolids delivered to UAJA by BBA according to the parameters set forth in Exhibits A and B.
 - B. UAJA is in the business of providing and accomplishing the Services set forth under this Agreement and will do so in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with generally recognized industry standards and practices for similar services, including personnel with the requisite skill, experience, and qualifications.
 - C. Throughout the Term and except as otherwise stated herein, UAJA will maintain the ability to process Wet Cake Biosolids from BBA, at the amounts contemplated hereunder, without undue delay.
 - D. UAJA will comply with all laws, rules, and regulations pertaining to the Services provided under this Agreement, including, without limitation, all environmental permitting laws and regulations implemented and/or enforced by the Pennsylvania Department of Environmental Protection and the U.S. Environmental Protection Agency. In the event that new regulations are adopted relating to the subject matter set forth herein, and such regulations impact the importation of biosolids from BBA, UAJA will promptly notify BBA and the parties will negotiate a mutually agreeable amendment to the Agreement, or a termination strategy where the regulations prevent continued importation of biosolids.
 - E. UAJA will install, provide, and maintain all reading, metering, measuring, and weighing equipment necessary for accepting and processing BBA's Biosolids. UAJA will, moreover, allow BBA to inspect, observe tests, and, at upon reasonable advance notice and at BBA's sole cost and expense, conduct BBA's own tests of the metering equipment.
 - F. UAJA will accomplish all Services set forth in this Agreement in a manner that results in the production, using BBA's Biosolids, of a Biosolids product that will meet the criteria set forth in 40 C.F.R. Part 503 for Class A Biosolids.
 - G. UAJA will work reasonably and mutually with BBA to accomplish BBA's deliverables set forth in this Agreement, including, for example, BBA's obtaining and maintaining all permits necessary for the delivery of Biosolids to the Facility.
- 4.02 <u>Representations and Warranties of BBA</u>. BBA provides the following representations and warranties under this Agreement:

- A. BBA shall deliver to UAJA an annualized minimum quantity of 5 wet tons per day of Wet Cake Biosolids to UAJA at the times and on the terms reasonably agreed to by the parties. All Wet Cake Biosolids delivered to UAJA by BBA shall conform to the requirements set forth in Exhibits A and B. The annualized minimum quantity shall be calculated on a rolling basis.
- B. BBA is in the business of providing and accomplishing its respective deliverables set forth under this Agreement and will do so in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with generally recognized industry standards and practices for similar deliverables, including personnel with the requisite skill, experience, and qualifications.
- C. BBA will comply with all laws, rules, and regulations pertaining to its deliverables set forth under this Agreement, including, without limitation, all environmental permitting laws and regulations implemented and/or enforced by the Pennsylvania Department of Environmental Protection and the U.S. Environmental Protection Agency.
- D. Once Biosolids are delivered to UAJA, BBA shall have no right, title, or interest in or to any environmental attributes of the Biosolids, nor will BBA have any right, title, or interest in or to any tax benefits based on the processing of such Biosolids, except as otherwise set forth by law.
- E. BBA will work reasonably and mutually with UAJA to accomplish UAJA's Services set forth in this Agreement, including, for example, UAJA's obtaining and maintaining all permits necessary for the processing of Biosolids at the Facility.
- F. BBA shall not subcontract additional biosolids or wastes to be transported to UAJA. Additionally, BBA shall not import liquid biosolids or liquid sludges from other communities without notice and approval from the UAJA to ensure that any potential sources of biosolids or sludge meet the requirements of Exhibits A and B.

ARTICLE V: MISCELLANEOUS

- 5.01 <u>Relationship of Parties</u>. The parties to this Agreement are independent entities, and this Agreement will not be construed to create an agency, partnership, joint venture, or employment relationship between UAJA and BBA. Neither party is an agent, employee, or partner of the other party. Neither party will represent itself to be an employee or agent of the other party or enter into any agreement on the other party's behalf or in the other party's name. Each party will retain full control over the manner and means by which it conducts its business, and neither party will be entitled to waive any entitlement to workers' compensation, disability, retirement, insurance, stock options, or any other benefits afforded to its employees.
- 5.02 <u>Mutual Representations</u>. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has, and throughout the Initial Term and any Renewal Term will retain, the full right, power, and authority to enter into this Agreement and perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may be limited by bankruptcy and similar laws affecting creditors' rights generally and by general equitable principles.

- 5.03 <u>Termination</u>. This Agreement may by terminated by either party: (A) upon the commission of a material breach, including the non-payment of any amounts due hereunder, by the other party that is not cured within fifteen (15) days of receipt of written notice from the non-breaching party; or (B) upon the bankruptcy or insolvency of the other party. Except as otherwise set forth herein, if either party directly incurs any costs or expenses or any other liabilities, or suffers any loss due to the material breach of this Agreement by the other party, the breaching party shall indemnify the non-breaching party against such costs, expenses, liabilities, and losses, including any paid, payable, or past interests.
- 5.04 <u>Choice of Law</u>. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.
- 5.05 <u>Notices</u>. Any notice or consent required under this Agreement shall be in writing, addressed to the other party at its respective address first stated above, and delivered by US first-class, certified mail, return receipt requested, effective three days after deposit in the US mail with adequate postage prepaid thereon.
- 5.06 No Assignment. This Agreement may not be assigned, leased, sold, or otherwise transferred by either party without prior written consent from the other party, and any transfer made without such prior written consent shall be null and void.
- 5.07 Severability and Non-Waiver. If any provision of the Agreement shall be held void, voidable, invalid, or inoperative, no other provision hereof shall be affected as a result, and accordingly, the remaining provisions shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein, provided, however, that if such void, voidable, invalid or inoperative provision is a material term or condition, the parties shall be compelled to supply a substitute provision, negotiated in good faith, which comes closest to their original intention. No provision of the Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, it being understood that waiver may only occur by an instrument in writing signed by an authorized officer of the party against whom such waiver is sought to be enforced. In the event of a waiver, whether in writing or by operation of law, such waiver shall not constitute a waiver of any other provision or of the same provision on another occasion.
- 5.08 <u>Force Majeure</u>. Except for obligations to make payments, neither UAJA nor BBA will be liable for delay or failure to perform obligations under this Agreement where the delay or failure results from a cause beyond either party's reasonable control, such as utility failures, acts of God, riots, war, terrorist activity, epidemic, pandemic (including the COVID-19 pandemic), natural catastrophes, governmental acts or omissions, or generalized lack of availability of raw materials.
- 5.09 <u>Entire Agreement</u>. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the subject matter and shall prevail over any conflicting or additional terms of any quote, order, previous agreement, acknowledgment, or similar communications between UAJA and BBA.

Signature page follows.

IN WITNESS WHEREOF, with the intent to be bound, the parties have executed this Agreement on the date written above.

UNIVERSITY AREA JOINT AUTHORITY:	BELLEFONTE BOROUGH AUTHORITY:
Signature	Signature
Printed Name	Printed Name
Title	Title

EXHIBIT A

INFLUENT SLUDGE SPECIFICATIONS AND GUARANTEE PERFORMANCE PARAMETERS

INFLUENT SLUDGE SPECIFICATION

A) The Influent Sludge, a combination of Thickened Waste Activated Sludge, Primary Sludge or Fixed Film Media Sludge that has been further dewatered to a wet cake, shall meet the "Satisfactory Sludge Requirements" shown in Exhibit B.

GUARANTEE PERFORMANCE PARAMETERS

- A) Solids Handling shall refer to the UAJA Facility that comprises generally of the following unit processes:
 - a. Sludge Cake Receiving, Weighing and Conveyance
 - b. Equalization and Storage
 - c. Biosolids Drying
 - d. Dried Biosolids Conveyance, Storage and Offloading
 - e. Odor Control
- B) Guarantee Performance Parameters:

Maximum Daily Biosolids Capacity (All Producers)	50.0 Wet Tons per Day
System Output Type	EPA 40 CFR Part 503 "Class A"
	Biosolid

NON-COMPLIANCE AND REMEDY

- C) UAJA shall not be liable for failure to meet any Guarantee Performance Parameters because of the occurrence of any of the following conditions:
 - a. Influent Sludge from BBA fails to meet the Influent Sludge Specification detailed in Exhibit B
 - b. Uncontrollable Circumstances such as Natural Disaster, Fire, Act of Terrorism or other Force Majeure Condition as defined in the Agreement.
- D) If it is determined for any reason that UAJA is not responsible for any breach of or failure under this guarantee, BBA shall pay UAJA for all costs incurred by UAJA in investigating and substantiating process conformance with the Guarantee Performance Parameters.

EXHIBIT B

SATISFACTORY SLUDGE REQUIREMENTS

Satisfactory Authority Sludge shall meet the following criteria:

A) Influent Sludge ("Wet Cake") Specifications:

Sludge Sources (Municipal POTW)	Thickened Waste Activated Sludge, Primary Sludge and/or Fixed Film Media Sludge
Total Dry Solids (Minimum)	13%

- B) The above parameters will be verified through analytical testing and measurements of the feed sludge to the Solids Handling system from BBA to UAJA on a rolling 30-day average. Deviations in influent sludge quality will be denoted by UAJA.
- C) The feed sludge provided by BBA shall meet the federal requirements as defined in 40 CFR EPA 503 and elsewhere for maximum pollutant concentrations related to heavy metals, radioactivity and other trace contaminants that would invalidate the Class A Certification of the final biosolids ("Federal Parameters").
- D) The Federal Parameters will be verified through analytical testing and measurements of the feed sludge to the Sludge Handling system from BBA to UAJA on a rolling quarterly average. UAJA shall conduct the testing and provide results to BBA. Exceedances to the sludge contaminant maximum concentrations will be denoted by UAJA and shall invalidate the Guarantee Performance Parameters for Sludge Processing for a period of not less than 60 days.
- E) If UAJA detects influent sludge that is not in compliance with the Influent Sludge Specifications or Federal Parameters, UAJA will endeavor to promptly notify BBA in regards the out of specification parameters and allow BBA to correct the deficiency. If the deficiency cannot be corrected in a timely manner as to not impact the performance of the UAJA Solids Handling Facility, UAJA will endeavor to adequately process the out of specification sludge.
- F) If the out of specification sludge cannot be safely processed by the UAJA Solids Handling Facility (e.g. radioactive contaminated sludge), UAJA shall arrange for the off-site transport and disposal of the influent sludge. All costs associated with the off-site transport and disposal, and rehabilitation or cleaning of UAJA facilities shall be responsibility of BBA.

BIOSOLIDS PROCESSING AGREEMENT

This Biosolids Processing Agreement (this "<u>Agreement</u>") is made and entered into on _____ (the "<u>Effective Date</u>"), by and between the University Area Joint Authority ("<u>UAJA</u>"), a Pennsylvania municipal authority located at 1576 Spring Valley Road, State College, Pennsylvania, 16801, and Moshannon Valley Joint Sewer Authority ("<u>MVJSA</u>"), a Pennsylvania municipality authority located at 829 North 9th Street, Philipsburg, Pennsylvania, 16866.

ARTICLE I: SCOPE AND TERM

- 1.01 <u>Agreement</u>. This Agreement sets forth the conditions under which UAJA will receive Wet Cake Biosolids for drying and disposal (the "<u>Project</u>") at the Spring Creek Pollution Control Facility (the "<u>Facility</u>") and the conditions under which MVJSA will supply biosolids to the Facility as part of the Project.
- 1.02 <u>Term.</u> This Agreement will commence on the Effective Date and continue for a period of ten (10) years (the "<u>Initial Term</u>"). The Agreement will renew automatically for successive five-year terms unless either party gives written notice to the other party at least one (1) year prior to the expiration of the Initial Term or any term thereafter ("<u>Renewal Term</u>"). The Initial Term and any Renewal Term may be otherwise terminated as set forth in Article 5.
- 1.03 Fundamental Principle of Good Faith and Fair Dealing. In entering into this Agreement, UAJA and MVJSA each acknowledge and agree that all aspects of the relationship set forth herein will be governed by the fundamental principle of good faith and fair dealing, with the desire to work reasonably and mutually together to accomplish the importation of Wet Cake Biosolids to UAJA from MVJSA. UAJA and MVJSA shall assure that each of their representatives, including their employees, will comply with such principles.

ARTICLE II: DEFINITIONS

Capitalized terms shall have the meanings set forth below, in addition to the designations appearing elsewhere in this Agreement:

- 2.01 "Biosolids" means solid, semisolid, or liquid residues generated during primary, secondary, or advanced treatment of domestic sanitary sewage through one or more controlled processes that reduce pathogens and attractiveness to vectors.
- 2.02 "Natural Gas Utility Cost" means the rate that UAJA pays for natural gas at the Facility as of December 31 of the immediately preceding year.
- 2.03 "Services" shall mean all designing, engineering, permitting, building, operating, processing, and maintaining services and related activities that are provided by UAJA under the terms of this Agreement.
- 2.04 "Wet Cake Biosolids" means dewatered Biosolids with a solids content greater than 13% solids and less than 90% solids and may include undigested or digested, primary or waste activated sludge, etc. Wet Cake Biosolids does not include lime stabilized sludge, pasteurized sludge, composted Biosolids, or other Biosolids products that include bulking agents or other feed stocks.

ARTICLE III: INVOICING AND PAYMENT

3.01 <u>Pricing, Discounts, and Terms</u>. MVJSA shall pay a fee equal to \$36.00 per wet ton of Biosolids delivered to UAJA. On the anniversary of the Effective Date during the Term, the fee will increase by the higher of 1.5% or the annualized rate of increase of UAJA's Natural Gas Utility Cost. In the event that the UAJA elects to

utilize biogas or renewable natural gas produced on-site for the fuel for sludge drying in lieu of Natural Gas, the fee increase will still be based upon UAJA's Natural Gas Utility Cost. Except for MVJSA's termination of this Agreement pursuant to Section 5.03, should, prior to the end of the Initial Term or any Renewal Term, as the case may be, MVJSA terminate this Agreement or commit a material breach of this Agreement that is not cured within thirty (30) days of written notice thereof from UAJA, MVJSA shall pay an early termination fee to UAJA as follows:

Termination Year	Early Termination Fee
1	\$73,500
2	\$63,000
3	\$52,500
4	\$42,000
5	\$31,500
6	\$21,000
7	\$10,500
8	\$10,500
9	\$10,500
10 or after	\$0

- 3.02 Invoicing. UAJA will issue invoices to MVJSA on a monthly basis, provided, however, that UAJA's failure to issue invoices on such basis will not waive any rights to payment. All fees are due and payable thirty (30) days from the date of the invoice. In the event that MVJSA disputes any invoice or portion thereof, the parties shall work reasonably and mutually together to resolve such dispute. If they are unable to do so, after reasonably conferring, the parties shall resort to any dispute resolution procedures, including by going to court. All payments made under this Agreement shall be made in U.S. dollars via wire transfer, bank draft, or check unless otherwise agreed in writing by UAJA. MVJSA shall follow all additional reasonable UAJA policies regarding the processing and payment of invoices.
- 3.03 Late Payments, Collections, and Suspension of Service. A late payment charge of one and a half (1.5%) percent per month, or the maximum percentage rate permitted by law, if lower, shall be charged on all past due balances. MVJSA agrees to pay all costs and expenses incurred by UAJA in collecting or attempting to collect past due balances, including, but not limited to, third party collection fees, reasonable attorneys' fees, legal expenses, and court costs. If MVJSA's account is more than thirty (30) days overdue, UAJA shall be entitled to suspend all Services to MVJSA until such amounts are paid in full, provided that such suspension shall not limit any other remedies available to UAJA.
- 3.04 <u>Costs of Delivery</u>. All Biosolids delivered under the terms of this Agreement shall be F.O.B. UAJA's Facility unless otherwise agreed in writing by UAJA, with risk of loss passing to UAJA upon UAJA's acceptance of the Biosolids at the Facility. Unless otherwise agreed in writing by UAJA, MVJSA shall be responsible for all shipping charges and freight costs, taxes, insurance, and any other charge incidental to MVJSA's delivery of the Biosolids under this Agreement.
- 3.05 <u>Insurance</u>. At all times during the term of this Agreement, MVJSA agrees to and shall carry insurance equal to the types and in the minimum amounts required of UAJA in accordance with the listing below. MVJSA shall name UAJA as an additional insured in MVJSA's policies of insurance in the same manner as MVJSA's requirements under Exhibit A, and (ii) MVJSA shall cause its insurers to waive rights of subrogation against UAJA on all policies of insurance required hereunder.
 - A. Statutory worker's compensation insurance required by all applicable laws, rules, or regulations of the Commonwealth of Pennsylvania.

- B. Commercial General Liability (occurrence form) including coverage for: pollution liability; premises/operations; independent contractors; and blanket contractual liability specifically covering the obligations assumed by MVJSA under this Agreement. Minimum limit of liability: \$1,000,000 each occurrence for bodily injury or property damage.
- C. Excess liability/umbrella liability insurance in the amount of \$3,000,000.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES

- 4.01 <u>Representations and Warranties of UAJA</u>. UAJA provides the following representations and warranties under this Agreement:
 - A. UAJA shall process all Biosolids delivered to UAJA by MVJSA according to the parameters set forth in Exhibits A and B.
 - B. UAJA is in the business of providing and accomplishing the Services set forth under this Agreement and will do so in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with generally recognized industry standards and practices for similar services, including personnel with the requisite skill, experience, and qualifications.
 - C. Throughout the Term and except as otherwise stated herein, UAJA will maintain the ability to process Wet Cake Biosolids from MVJSA, at the amounts contemplated hereunder, without undue delay.
 - D. UAJA will comply with all laws, rules, and regulations pertaining to the Services provided under this Agreement, including, without limitation, all environmental permitting laws and regulations implemented and/or enforced by the Pennsylvania Department of Environmental Protection and the U.S. Environmental Protection Agency. In the event that new regulations are adopted relating to the subject matter set forth herein, and such regulations impact the importation of biosolids from MVJSA, UAJA will promptly notify MVJSA and the parties will negotiate a mutually agreeable amendment to the Agreement, or a termination strategy where the regulations prevent continued importation of biosolids.
 - E. UAJA will install, provide, and maintain all reading, metering, measuring, and weighing equipment necessary for accepting and processing MVJSA's Biosolids. UAJA will, moreover, allow MVJSA to inspect, observe tests, and, at upon reasonable advance notice and at MVJSA's sole cost and expense, conduct MVJSA's own tests of the metering equipment.
 - F. UAJA will accomplish all Services set forth in this Agreement in a manner that results in the production, using MVJSA's Biosolids, of a Biosolids product that will meet the criteria set forth in 40 C.F.R. Part 503 for Class A Biosolids.
 - G. UAJA will work reasonably and mutually with MVJSA to accomplish MVJSA's deliverables set forth in this Agreement, including, for example, MVJSA's obtaining and maintaining all permits necessary for the delivery of Biosolids to the Facility.
- 4.02 <u>Representations and Warranties of MVJSA</u>. MVJSA provides the following representations and warranties under this Agreement:

- A. MVJSA shall deliver to UAJA an annualized minimum quantity of 1.5 wet tons per day of Wet Cake Biosolids to UAJA at the times and on the terms reasonably agreed to by the parties. All Wet Cake Biosolids delivered to UAJA by MVJSA shall conform to the requirements set forth in Exhibits A and B. The annualized minimum quantity shall be calculated on a rolling basis.
- B. MVJSA is in the business of providing and accomplishing its respective deliverables set forth under this Agreement and will do so in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with generally recognized industry standards and practices for similar deliverables, including personnel with the requisite skill, experience, and qualifications.
- C. MVJSA will comply with all laws, rules, and regulations pertaining to its deliverables set forth under this Agreement, including, without limitation, all environmental permitting laws and regulations implemented and/or enforced by the Pennsylvania Department of Environmental Protection and the U.S. Environmental Protection Agency.
- D. Once Biosolids are delivered to UAJA, MVJSA shall have no right, title, or interest in or to any environmental attributes of the Biosolids, nor will MVJSA have any right, title, or interest in or to any tax benefits based on the processing of such Biosolids, except as otherwise set forth by law.
- E. MVJSA will work reasonably and mutually with UAJA to accomplish UAJA's Services set forth in this Agreement, including, for example, UAJA's obtaining and maintaining all permits necessary for the processing of Biosolids at the Facility.
- F. MVJSA shall not subcontract additional biosolids or wastes to be transported to UAJA. Additionally, MVJSA shall not import liquid biosolids or liquid sludges from other communities without notice and approval from the UAJA to ensure that any potential sources of biosolids or sludge meet the requirements of Exhibits A and B.

ARTICLE V: MISCELLANEOUS

- 8.01 Relationship of Parties. The parties to this Agreement are independent entities, and this Agreement will not be construed to create an agency, partnership, joint venture, or employment relationship between UAJA and MVJSA. Neither party is an agent, employee, or partner of the other party. Neither party will represent itself to be an employee or agent of the other party or enter into any agreement on the other party's behalf or in the other party's name. Each party will retain full control over the manner and means by which it conducts its business, and neither party will be entitled to waive any entitlement to workers' compensation, disability, retirement, insurance, stock options, or any other benefits afforded to its employees.
- 5.02 <u>Mutual Representations</u>. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has, and throughout the Initial Term and any Renewal Term will retain, the full right, power, and authority to enter into this Agreement and perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may be limited by bankruptcy and similar laws affecting creditors' rights generally and by general equitable principles.

- 5.03 Termination. This Agreement may by terminated by either party: (A) upon the commission of a material breach, including the non-payment of any amounts due hereunder, by the other party that is not cured within fifteen (15) days of receipt of written notice from the non-breaching party; or (B) upon the bankruptcy or insolvency of the other party. Except as otherwise set forth herein, if either party directly incurs any costs or expenses or any other liabilities, or suffers any loss due to the material breach of this Agreement by the other party, the breaching party shall indemnify the non-breaching party against such costs, expenses, liabilities, and losses, including any paid, payable, or past interests.
- 5.04 <u>Choice of Law.</u> The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.
- 5.05 <u>Notices</u>. Any notice or consent required under this Agreement shall be in writing, addressed to the other party at its respective address first stated above, and delivered by US first-class, certified mail, return receipt requested, effective three days after deposit in the US mail with adequate postage prepaid thereon.
- 5.06 No Assignment. This Agreement may not be assigned, leased, sold, or otherwise transferred by either party without prior written consent from the other party, and any transfer made without such prior written consent shall be null and void.
- 5.07 Severability and Non-Waiver. If any provision of the Agreement shall be held void, voidable, invalid, or inoperative, no other provision hereof shall be affected as a result, and accordingly, the remaining provisions shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein, provided, however, that if such void, voidable, invalid or inoperative provision is a material term or condition, the parties shall be compelled to supply a substitute provision, negotiated in good faith, which comes closest to their original intention. No provision of the Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, it being understood that waiver may only occur by an instrument in writing signed by an authorized officer of the party against whom such waiver is sought to be enforced. In the event of a waiver, whether in writing or by operation of law, such waiver shall not constitute a waiver of any other provision or of the same provision on another occasion.
- 5.08 <u>Force Majeure</u>. Except for obligations to make payments, neither UAJA nor MVJSA will be liable for delay or failure to perform obligations under this Agreement where the delay or failure results from a cause beyond either party's reasonable control, such as utility failures, acts of God, riots, war, terrorist activity, epidemic, pandemic (including the COVID-19 pandemic), natural catastrophes, governmental acts or omissions, or generalized lack of availability of raw materials.
- 5.09 Entire Agreement. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the subject matter and shall prevail over any conflicting or additional terms of any quote, order, previous agreement, acknowledgment, or similar communications between UAJA and MVJSA.

Signature page follows.

IN WITNESS WHEREOF, with the intent to be bound, the parties have executed this Agreement on the date written above.

UNIVERSITY AREA JOINT AUTHORITY:		SEWER
Signature	AUTHORITY: Signature AUTHORITY:	
Printed Name	Frederich T Grands Printed Name	
Title	Chair man Title	

EXHIBIT A

INFLUENT SLUDGE SPECIFICATIONS AND GUARANTEE PERFORMANCE PARAMETERS

INFLUENT SLUDGE SPECIFICATION

A) The Influent Sludge, a combination of Thickened Waste Activated Sludge, Primary Sludge or Fixed Film Media Sludge that has been further dewatered to a wet cake, shall meet the "Satisfactory Sludge Requirements" shown in Exhibit B.

GUARANTEE PERFORMANCE PARAMETERS

- A) Solids Handling shall refer to the UAJA Facility that comprises generally of the following unit processes:
 - a. Sludge Cake Receiving, Weighing and Conveyance
 - b. Equalization and Storage
 - c. Biosolids Drying
 - d. Dried Biosolids Conveyance, Storage and Offloading
 - e. Odor Control
- B) Guarantee Performance Parameters:

Maximum Daily Biosolids Capacity (All Producers)	50.0 Wet Tons per Day
System Output Type	EPA 40 CFR Part 503 "Class A" Biosolid

NON-COMPLIANCE AND REMEDY

- C) UAJA shall not be liable for failure to meet any Guarantee Performance Parameters because of the occurrence of any of the following conditions:
 - a. Influent Sludge from MVJSA fails to meet the Influent Sludge Specification detailed in Exhibit ${\sf B}$
 - b. Uncontrollable Circumstances such as Natural Disaster, Fire, Act of Terrorism or other Force Majeure Condition as defined in the Agreement.
- D) If it is determined for any reason that UAJA is not responsible for any breach of or failure under this guarantee, MVJSA shall pay UAJA for all costs incurred by UAJA in investigating and substantiating process conformance with the Guarantee Performance Parameters.

EXHIBIT B

SATISFACTORY SLUDGE REQUIREMENTS

Satisfactory Authority Sludge shall meet the following criteria:

A) Influent Sludge ("Wet Cake") Specifications:

Sludge Sources (Municipal POTW)	Thickened Waste Activated Sludge, Primary Sludge and/or Fixed Film Media Sludge
Total Dry Solids (Minimum)	13%

- B) The above parameters will be verified through analytical testing and measurements of the feed sludge to the Solids Handling system from MVJSA to UAJA on a rolling 30-day average. Deviations in influent sludge quality will be denoted by UAJA.
- C) The feed sludge provided by MVJSA shall meet the federal requirements as defined in 40 CFR EPA 503 and elsewhere for maximum pollutant concentrations related to heavy metals, radioactivity and other trace contaminants that would invalidate the Class A Certification of the final biosolids ("Federal Parameters").
- D) The Federal Parameters will be verified through analytical testing and measurements of the feed sludge to the Sludge Handling system from MVJSA to UAJA on a rolling quarterly average. UAJA shall conduct the testing and provide results to MVJSA. Exceedances to the sludge contaminant maximum concentrations will be denoted by UAJA and shall invalidate the Guarantee Performance Parameters for Sludge Processing for a period of not less than 60 days.
- E) If UAJA detects influent sludge that is not in compliance with the Influent Sludge Specifications or Federal Parameters, UAJA will endeavor to promptly notify MVJSA in regards the out of specification parameters and allow MVJSA to correct the deficiency. If the deficiency cannot be corrected in a timely manner as to not impact the performance of the UAJA Solids Handling Facility, UAJA will endeavor to adequately process the out of specification sludge.
- F) If the out of specification sludge cannot be safely processed by the UAJA Solids Handling Facility (e.g. radioactive contaminated sludge), UAJA shall arrange for the off-site transport and disposal of the influent sludge. All costs associated with the off-site transport and disposal, and rehabilitation or cleaning of UAJA facilities shall be responsibility of MVJSA.

BIOSOLIDS PROCESSING AGREEMENT

This Biosolids Processing Agreement (this "<u>Agreement</u>") is made and entered into on (the "<u>Effective Date</u>"), by and between the University Area Joint Authority ("<u>UAJA</u>"), a Pennsylvania municipal authority located at 1576 Spring Valley Road, State College, Pennsylvania, 16801, and Tyrone Borough ("<u>Tyrone</u>"), a Pennsylvania municipality located at 1100 Logan Avenue, Tyrone, Pennsylvania, 16686.

ARTICLE I: SCOPE AND TERM

- 1.01 <u>Agreement</u>. This Agreement sets forth the conditions under which UAJA will receive Wet Cake Biosolids for drying and disposal (the "<u>Project</u>") at the Spring Creek Pollution Control Facility (the "<u>Facility</u>") and the conditions under which Tyrone will supply biosolids to the Facility as part of the Project.
- 1.02 <u>Term.</u> This Agreement will commence on the Effective Date and continue for a period of ten (10) years (the "<u>Initial Term</u>"). The Agreement will renew automatically for successive five-year terms unless either party gives written notice to the other party at least one (1) year prior to the expiration of the Initial Term or any term thereafter ("<u>Renewal Term</u>"). The Initial Term and any Renewal Term may be otherwise terminated as set forth in Article 5.
- 1.03 <u>Fundamental Principle of Good Faith and Fair Dealing</u>. In entering into this Agreement, UAJA and Tyrone each acknowledge and agree that all aspects of the relationship set forth herein will be governed by the fundamental principle of good faith and fair dealing, with the desire to work reasonably and mutually together to accomplish the importation of Wet Cake Biosolids to UAJA from Tyrone. UAJA and Tyrone shall assure that each of their representatives, including their employees, will comply with such principles.

ARTICLE II: DEFINITIONS

Capitalized terms shall have the meanings set forth below, in addition to the designations appearing elsewhere in this Agreement:

- 2.01 "Biosolids" means solid, semisolid, or liquid residues generated during primary, secondary, or advanced treatment of domestic sanitary sewage through one or more controlled processes that reduce pathogens and attractiveness to vectors.
- 2.02 "<u>Natural Gas Utility Cost</u>" means the rate that UAJA pays for natural gas at the Facility as of December 31 of the immediately preceding year.
- 2.03 "<u>Services</u>" shall mean all designing, engineering, permitting, building, operating, processing, and maintaining services and related activities that are provided by UAJA under the terms of this Agreement.
- 2.04 "Wet Cake Biosolids" means dewatered Biosolids with a solids content greater than 13% solids and less than 90% solids and may include undigested or digested, primary or waste activated sludge, etc. Wet Cake Biosolids does not include lime stabilized sludge, pasteurized sludge, composted Biosolids, or other Biosolids products that include bulking agents or other feed stocks.

ARTICLE III: INVOICING AND PAYMENT

3.01 <u>Pricing, Discounts, and Terms</u>. Tyrone shall pay a fee equal to \$36.00 per wet ton of Biosolids delivered to UAJA. On the anniversary of the Effective Date during the Term, the fee will increase by the higher of 1.5% or the annualized rate of increase of UAJA's Natural Gas Utility Cost. In the event that the UAJA elects to utilize biogas or renewable natural gas produced on-site for the fuel for sludge drying in lieu of Natural Gas, the fee

increase will still be based upon UAJA's Natural Gas Utility Cost. Except for Tyrone's termination of this Agreement pursuant to Section 5.03, should, prior to the end of the Initial Term or any Renewal Term, as the case may be, Tyrone terminate this Agreement or commit a material breach of this Agreement that is not cured within thirty (30) days of written notice thereof from UAJA, Tyrone shall pay an early termination fee to UAJA as follows:

Termination Year	Early Termination Fee
1	\$1,960,000
2	\$1,680,000
3	\$1,400,000
4	\$1,120,000
5	\$840,000
6	\$560,000
7	\$280,000
8	\$280,000
9	\$280,000
10 or after	\$0

- 3.02 <u>Invoicing</u>. UAJA will issue invoices to Tyrone on a monthly basis, provided, however, that UAJA's failure to issue invoices on such basis will not waive any rights to payment. All fees are due and payable thirty (30) days from the date of the invoice. In the event that Tyrone disputes any invoice or portion thereof, the parties shall work reasonably and mutually together to resolve such dispute. If they are unable to do so, after reasonably conferring, the parties shall resort to any dispute resolution procedures, including by going to court. All payments made under this Agreement shall be made in U.S. dollars via wire transfer, bank draft, or check unless otherwise agreed in writing by UAJA. Tyrone shall follow all additional reasonable UAJA policies regarding the processing and payment of invoices.
- 3.03 <u>Late Payments, Collections, and Suspension of Service</u>. A late payment charge of one and a half (1.5%) percent per month, or the maximum percentage rate permitted by law, if lower, shall be charged on all past due balances. Tyrone agrees to pay all costs and expenses incurred by UAJA in collecting or attempting to collect past due balances, including, but not limited to, third party collection fees, reasonable attorneys' fees, legal expenses, and court costs. If Tyrone's account is more than thirty (30) days overdue, UAJA shall be entitled to suspend all Services to Tyrone until such amounts are paid in full, provided that such suspension shall not limit any other remedies available to UAJA.
- 3.04 <u>Costs of Delivery</u>. All Biosolids delivered under the terms of this Agreement shall be F.O.B. UAJA's Facility unless otherwise agreed in writing by UAJA, with risk of loss passing to UAJA upon UAJA's acceptance of the Biosolids at the Facility. Unless otherwise agreed in writing by UAJA, Tyrone shall be responsible for all shipping charges and freight costs, taxes, insurance, and any other charge incidental to Tyrone's delivery of the Biosolids under this Agreement.
- 3.05 <u>Insurance</u>. At all times during the term of this Agreement, Tyrone agrees to and shall carry insurance equal to the types and in the minimum amounts required of UAJA in accordance with the listing below. Tyrone shall name UAJA as an additional insured in Tyrone's policies of insurance in the same manner as Tryone's requirements under Exhibit A, and (ii) Tyrone shall cause its insurers to waive rights of subrogation against UAJA on all policies of insurance required hereunder.
 - A. Statutory worker's compensation insurance required by all applicable laws, rules, or regulations of the Commonwealth of Pennsylvania.

- B. Commercial General Liability (occurrence form) including coverage for: pollution liability; premises/operations; independent contractors; and blanket contractual liability specifically covering the obligations assumed by Tyrone under this Agreement. Minimum limit of liability: \$1,000,000 each occurrence for bodily injury or property damage.
- C. Excess liability/umbrella liability insurance in the amount of \$3,000,000.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES

- 4.01 <u>Representations and Warranties of UAJA</u>. UAJA provides the following representations and warranties under this Agreement:
 - A. UAJA shall process all Biosolids delivered to UAJA by Tyrone according to the parameters set forth in Exhibits A and B.
 - B. UAJA is in the business of providing and accomplishing the Services set forth under this Agreement and will do so in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with generally recognized industry standards and practices for similar services, including personnel with the requisite skill, experience, and qualifications.
 - C. Throughout the Term and except as otherwise stated herein, UAJA will maintain the ability to process Wet Cake Biosolids from Tyrone, at the amounts contemplated hereunder, without undue delay.
 - D. UAJA will comply with all laws, rules, and regulations pertaining to the Services provided under this Agreement, including, without limitation, all environmental permitting laws and regulations implemented and/or enforced by the Pennsylvania Department of Environmental Protection and the U.S. Environmental Protection Agency. In the event that new regulations are adopted relating to the subject matter set forth herein, and such regulations impact the importation of biosolids from Tyrone, UAJA will promptly notify Tyrone and the parties will negotiate a mutually agreeable amendment to the Agreement, or a termination strategy where the regulations prevent continued importation of biosolids.
 - E. UAJA will install, provide, and maintain all reading, metering, measuring, and weighing equipment necessary for accepting and processing Tyrone's Biosolids. UAJA will, moreover, allow Tyrone to inspect, observe tests, and, at upon reasonable advance notice and at Tyrone's sole cost and expense, conduct Tyrone's own tests of the metering equipment.
 - F. UAJA will accomplish all Services set forth in this Agreement in a manner that results in the production, using Tyrone's Biosolids, of a Biosolids product that will meet the criteria set forth in 40 C.F.R. Part 503 for Class A Biosolids.
 - G. UAJA will work reasonably and mutually with Tyrone to accomplish Tyrone's deliverables set forth in this Agreement, including, for example, Tyrone's obtaining and maintaining all permits necessary for the delivery of Biosolids to the Facility.
- 4.02 <u>Representations and Warranties of Tyrone</u>. Tyrone provides the following representations and warranties under this Agreement:

- A. Tyrone shall deliver to UAJA an annualized minimum quantity of 40 wet tons per day of Wet Cake Biosolids to UAJA at the times and on the terms reasonably agreed to by the parties. All Wet Cake Biosolids delivered to UAJA by Tyrone shall conform to the requirements set forth in Exhibits A and B. The annualized minimum quantity shall be calculated on a rolling basis.
- B. Tyrone is in the business of providing and accomplishing its respective deliverables set forth under this Agreement and will do so in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with generally recognized industry standards and practices for similar deliverables, including personnel with the requisite skill, experience, and qualifications.
- C. Tyrone will comply with all laws, rules, and regulations pertaining to its deliverables set forth under this Agreement, including, without limitation, all environmental permitting laws and regulations implemented and/or enforced by the Pennsylvania Department of Environmental Protection and the U.S. Environmental Protection Agency.
- D. Once Biosolids are delivered to UAJA, Tyrone shall have no right, title, or interest in or to any environmental attributes of the Biosolids, nor will Tyrone have any right, title, or interest in or to any tax benefits based on the processing of such Biosolids, except as otherwise set forth by law.
- E. Tyrone will work reasonably and mutually with UAJA to accomplish UAJA's Services set forth in this Agreement, including, for example, UAJA's obtaining and maintaining all permits necessary for the processing of Biosolids at the Facility.
- F. Tyrone shall not subcontract additional biosolids or wastes to be transported to UAJA. Additionally, Tyrone shall not import liquid biosolids or liquid sludges from other communities without notice and approval from the UAJA to ensure that any potential sources of biosolids or sludge meet the requirements of Exhibits A and B.

ARTICLE V: MISCELLANEOUS

- 5.01 <u>Relationship of Parties</u>. The parties to this Agreement are independent entities, and this Agreement will not be construed to create an agency, partnership, joint venture, or employment relationship between UAJA and Tyrone. Neither party is an agent, employee, or partner of the other party. Neither party will represent itself to be an employee or agent of the other party or enter into any agreement on the other party's behalf or in the other party's name. Each party will retain full control over the manner and means by which it conducts its business, and neither party will be entitled to waive any entitlement to workers' compensation, disability, retirement, insurance, stock options, or any other benefits afforded to its employees.
- 5.02 <u>Mutual Representations</u>. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has, and throughout the Initial Term and any Renewal Term will retain, the full right, power, and authority to enter into this Agreement and perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may be limited by bankruptcy and similar laws affecting creditors' rights generally and by general equitable principles.

- 5.03 <u>Termination</u>. This Agreement may by terminated by either party: (A) upon the commission of a material breach, including the non-payment of any amounts due hereunder, by the other party that is not cured within fifteen (15) days of receipt of written notice from the non-breaching party; or (B) upon the bankruptcy or insolvency of the other party. Except as otherwise set forth herein, if either party directly incurs any costs or expenses or any other liabilities, or suffers any loss due to the material breach of this Agreement by the other party, the breaching party shall indemnify the non-breaching party against such costs, expenses, liabilities, and losses, including any paid, payable, or past interests.
- 5.04 <u>Choice of Law</u>. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.
- 5.05 <u>Notices</u>. Any notice or consent required under this Agreement shall be in writing, addressed to the other party at its respective address first stated above, and delivered by US first-class, certified mail, return receipt requested, effective three days after deposit in the US mail with adequate postage prepaid thereon.
- 5.06 No Assignment. This Agreement may not be assigned, leased, sold, or otherwise transferred by either party without prior written consent from the other party, and any transfer made without such prior written consent shall be null and void.
- 5.07 <u>Severability and Non-Waiver</u>. If any provision of the Agreement shall be held void, voidable, invalid, or inoperative, no other provision hereof shall be affected as a result, and accordingly, the remaining provisions shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein, provided, however, that if such void, voidable, invalid or inoperative provision is a material term or condition, the parties shall be compelled to supply a substitute provision, negotiated in good faith, which comes closest to their original intention. No provision of the Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, it being understood that waiver may only occur by an instrument in writing signed by an authorized officer of the party against whom such waiver is sought to be enforced. In the event of a waiver, whether in writing or by operation of law, such waiver shall not constitute a waiver of any other provision or of the same provision on another occasion.
- 5.08 <u>Force Majeure</u>. Except for obligations to make payments, neither UAJA nor Tyrone will be liable for delay or failure to perform obligations under this Agreement where the delay or failure results from a cause beyond either party's reasonable control, such as utility failures, acts of God, riots, war, terrorist activity, epidemic, pandemic (including the COVID-19 pandemic), natural catastrophes, governmental acts or omissions, or generalized lack of availability of raw materials.
- 5.09 <u>Entire Agreement</u>. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the subject matter and shall prevail over any conflicting or additional terms of any quote, order, previous agreement, acknowledgment, or similar communications between UAJA and Tyrone.

Signature page follows.

IN WITNESS WHEREOF, with the intent to be bound, the parties have executed this Agreement on the date written above.

UNIVERSITY AREA JOINT AUTHORITY:	TYRONE BOROUGH:
Signature	Signature
Printed Name	Printed Name
<i>Title</i>	Title Title

EXHIBIT A

INFLUENT SLUDGE SPECIFICATIONS AND GUARANTEE PERFORMANCE PARAMETERS

INFLUENT SLUDGE SPECIFICATION

A) The Influent Sludge, a combination of Thickened Waste Activated Sludge, Primary Sludge or Fixed Film Media Sludge that has been further dewatered to a wet cake, shall meet the "Satisfactory Sludge Requirements" shown in Exhibit B.

GUARANTEE PERFORMANCE PARAMETERS

- A) Solids Handling shall refer to the UAJA Facility that comprises generally of the following unit processes:
 - a. Sludge Cake Receiving, Weighing and Conveyance
 - b. Equalization and Storage
 - c. Biosolids Drying
 - d. Dried Biosolids Conveyance, Storage and Offloading
 - e. Odor Control
- B) Guarantee Performance Parameters:

Maximum Daily Biosolids Capacity (All Producers)	50.0 Wet Tons per Day
System Output Type	EPA 40 CFR Part 503 "Class A"
	Biosolid

NON-COMPLIANCE AND REMEDY

- C) UAJA shall not be liable for failure to meet any Guarantee Performance Parameters because of the occurrence of any of the following conditions:
 - a. Influent Sludge from Tyrone fails to meet the Influent Sludge Specification detailed in Exhibit B
 - b. Uncontrollable Circumstances such as Natural Disaster, Fire, Act of Terrorism or other Force Majeure Condition as defined in the Agreement.
- D) If it is determined for any reason that UAJA is not responsible for any breach of or failure under this guarantee, Tyrone shall pay UAJA for all costs incurred by UAJA in investigating and substantiating process conformance with the Guarantee Performance Parameters.

EXHIBIT B

SATISFACTORY SLUDGE REQUIREMENTS

Satisfactory Authority Sludge shall meet the following criteria:

A) Influent Sludge ("Wet Cake") Specifications:

Sludge Sources (Municipal POTW)	Thickened Waste Activated Sludge, Primary Sludge and/or Fixed Film Media Sludge
Total Dry Solids (Minimum)	13%

- B) The above parameters will be verified through analytical testing and measurements of the feed sludge to the Solids Handling system from Tyrone to UAJA on a rolling 30-day average. Deviations in influent sludge quality will be denoted by UAJA.
- C) The feed sludge provided by Tyrone shall meet the federal requirements as defined in 40 CFR EPA 503 and elsewhere for maximum pollutant concentrations related to heavy metals, radioactivity and other trace contaminants that would invalidate the Class A Certification of the final biosolids ("Federal Parameters").
- D) The Federal Parameters will be verified through analytical testing and measurements of the feed sludge to the Sludge Handling system from Tyrone to UAJA on a rolling quarterly average. UAJA shall conduct the testing and provide results to Tyrone. Exceedances to the sludge contaminant maximum concentrations will be denoted by UAJA and shall invalidate the Guarantee Performance Parameters for Sludge Processing for a period of not less than 60 days.
- E) If UAJA detects influent sludge that is not in compliance with the Influent Sludge Specifications or Federal Parameters, UAJA will endeavor to promptly notify Tyrone in regards the out of specification parameters and allow Tyrone to correct the deficiency. If the deficiency cannot be corrected in a timely manner as to not impact the performance of the UAJA Solids Handling Facility, UAJA will endeavor to adequately process the out of specification sludge.
- F) If the out of specification sludge cannot be safely processed by the UAJA Solids Handling Facility (e.g. radioactive contaminated sludge), UAJA shall arrange for the off-site transport and disposal of the influent sludge. All costs associated with the off-site transport and disposal, and rehabilitation or cleaning of UAJA facilities shall be responsibility of Tyrone.



University Area Joint Authority

Financing Discussion

October 16, 2024

Prepared by:

Scott Shearer, Managing Director
Karli Keisling, Senior Managing Consultant



PFM Financial Advisors LLC

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University Area Joint Authority New Money Discussion October 16, 2024

Proposed Financing Plan

- 1) The University Area Joint Authority (the "Authority") is currently in the process of funding its Biosolids Project.
- 2) The Authority issued the first step of the plan (Series of 2024 Bonds) in the amount of \$42,765,000 in February 2024.
 - a. To fund the remaining portion of the Biosolids Project, the final bond issuance will be approximately \$41,600,000 (Series A of 2024).

Federal Tax Laws

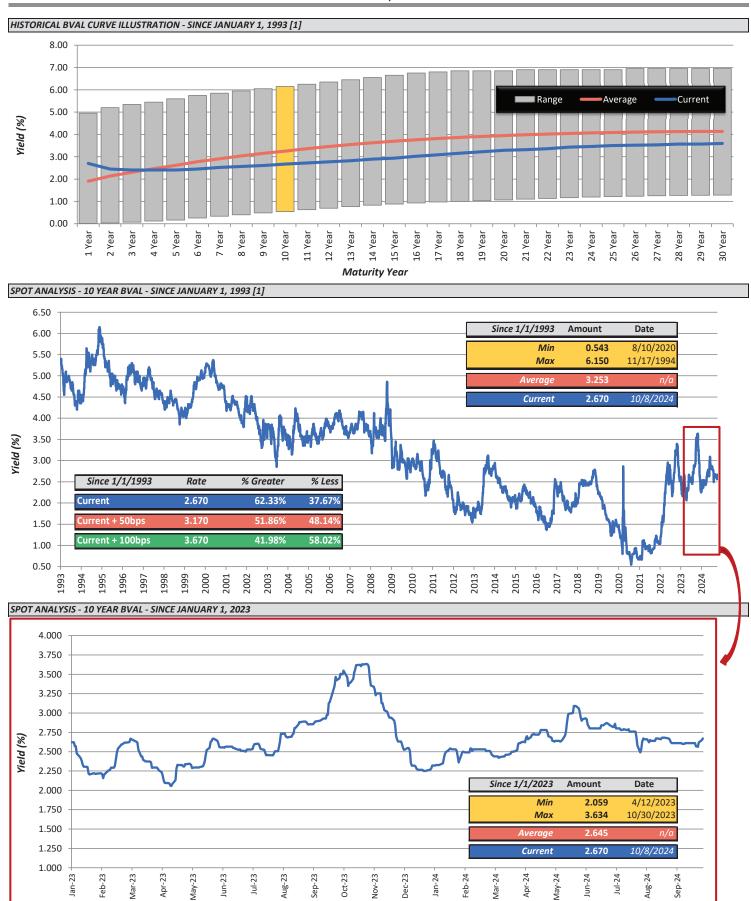
- 3) Federal tax laws permit an Issuer to borrow at a tax-exempt interest rate and invest the proceeds at an unlimited (taxable) yield subject to arbitrage requirements during the period of project construction, but only if the following three tests can be satisfied. The governing board must reasonably 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

- ✓ Update to Board / Authorization to Proceed October 16th
- ✓ PFM to distribute Underwriter RFP for 2024A Bonds Week of October 21st
- ✓ Authority selection of Underwriter for 2024A Bonds November 20, 2024
- ✓ Pricing of the Bonds Early December 2024
- ✓ Settlement of the Bonds December 19, 2024

MUNICIPAL MARKET UPDATE

October 8, 2024



[1] Datapoints prior to January 4, 2010 are provided by MMD, datapoints after January 4, 2010 are provided by BVAL.

Ocht Sorvico Boquiromonte	odniromonite										
1	2	8	4	2	9	7	8	6	10	11	12
					A	FIRST LIEN DEBT					
		JSSB									
Fiscal	Revenue Bonds	Revenue Bonds	Revenue Bonds	Revenue Bonds	Revenue Bonds	Revenue Bonds	Revenue Bonds	Revenue Bonds	Revenue Bonds	Revenue Bonds	Total
Year	Series of	Series A of	Series B of	Series of	Series of	Series A of	Series of	Series A of	Series of	Series of	Debt
Ended	2015	5 2017 [1]	2017	2018	2020	2020	2021	2021	2022	2024 [2]	Service
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	1,840,369	8,609,483
12/31/2027			335,050	416,419	3,318,900	190,900	265,500	1,935,200	308,175	1,840,369	8,610,513
12/31/2028			330,750	416,419	3,320,100	190,900	265,500	1,938,000	306,075	1,840,369	8,608,113
12/31/2029				416,419		190,900	265,500		5,928,450	1,840,369	8,641,638
12/31/2030				3,531,419		190,900	265,500		2,815,200	1,840,369	8,643,388
12/31/2031				6,372,969		190,900	265,500			1,840,369	8,669,738
12/31/2032				4,418,906		2,145,900	265,500			1,840,369	8,670,675
12/31/2033						6,566,800	265,500			1,840,369	8,672,669
12/31/2034						1,198,500	5,630,500			1,840,369	8,669,369
12/31/2035							3,589,550			3,740,369	7,329,919
12/31/2036										3,905,369	3,905,369
12/31/2037										3,902,369	3,902,369
12/31/2038										3,904,119	3,904,119
12/31/2039										3,910,119	3,910,119
12/31/2040										3,904,869	3,904,869
12/31/2041										3,909,869	3,909,869
12/31/2042										3,905,469	3,905,469
12/31/2043										3,906,869	3,906,869
12/31/2044										3,903,669	3,903,669
12/31/2045										3,905,869	3,905,869
12/31/2046										3,908,069	3,908,069
12/31/2047										3,905,913	3,905,913
12/31/2048										3,903,188	3,903,188
12/31/2049										3,904,688	3,904,688
Totals	322,481	2.064.338	11.023.950	16.821.806	8,989,600	11 438 400	11.875.050	5.546.100	10.279.525	74.984.131	153.345.382
Principal*:	315,000	1,909,000	9,960,000	13,450,000	8,305,000	9,545,000	8,850,000	4,680,000	8,905,000	42,765,000	108,684,000
Call Date: Reset Rate:	5/1/2020	Anytime 60% WSJ Prime	11/1/2025	5/1/2026	5/1/2025	11/1/2025	11/1/2026	10/1/2026	4/1/2027	11/1/2029	
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	New Money	

^[1] Assumes a 7-Year Fixed Rate of 1.98% through November 1, 2024, variable thereafter at the cap rate of 6.00%
[2] Net of capitalized interest of \$1,201,351 in FY24 and \$1,840,368 in FY25.
* Outstanding as of October 9, 2024

ESTIMATED - For Illustrative Purposes Only

	1	2	3	
	(Actual)	(Estimated)		
	Step 1 (2024)	Step 2 (2024A)	TOTAL	
Timing	March 6, 2024	December 2024	-	
Principal	\$42,765,000	\$41,640,000	\$84,405,000	
Biosolids Project Fund	\$35,000,000	\$38,000,000	\$73,000,000	
Solar Project Fund	\$3,000,000	-	\$3,000,000	
Authority Contribution	\$0	\$8,000,000	\$8,000,000	
Total Available for Project	\$38,000,000	\$46,000,000	\$84,000,000	
Est. Capitalized Interest	\$3,041,721	\$1,804,400	\$4,846,121	
•	·	- ·		

		(Actual)	(Estimated)			
4	5	6	7	8	9	10
			Estimated	Estimated		Estimated
Fiscal	Existing	Actual	New	Overall	(Less:)	Overall
Year	Debt	Debt	Debt	GROSS	Est. Capitalized	NET
Ending	Service	Service	Service [1]	Debt Service	Interest	Debt Service
12/31/2024	6,766,223	1,201,352		7,967,575	(1,201,352)	6,766,223
12/31/2025	6,773,214	1,840,369	1,804,400	10,417,983	(3,644,769)	6,773,214
12/31/2026	6,769,114	1,840,369	2,082,000	10,691,483		10,691,483
12/31/2027	6,770,144	1,840,369	2,082,000	10,692,513		10,692,513
12/31/2028	6,767,744	1,840,369	2,082,000	10,690,113		10,690,113
12/31/2029	6,801,269	1,840,369	2,082,000	10,723,638		10,723,638
12/31/2030	6,803,019	1,840,369	2,082,000	10,725,388		10,725,388
12/31/2031	6,829,369	1,840,369	2,082,000	10,751,738		10,751,738
12/31/2032	6,830,306	1,840,369	2,082,000	10,752,675		10,752,675
12/31/2033	6,832,300	1,840,369	2,082,000	10,754,669		10,754,669
12/31/2034	6,829,000	1,840,369	2,082,000	10,751,369		10,751,369
12/31/2035	3,589,550	3,740,369	3,422,000	10,751,919		10,751,919
12/31/2036		3,905,369	4,075,000	7,980,369		7,980,369
12/31/2037		3,902,369	4,077,000	7,979,369		7,979,369
12/31/2038		3,904,119	4,073,750	7,977,869		7,977,869
12/31/2039		3,910,119	4,065,250	7,975,369		7,975,369
12/31/2040		3,904,869	4,071,500	7,976,369		7,976,369
12/31/2041		3,909,869	4,066,500	7,976,369		7,976,369
12/31/2042		3,905,469	4,070,500	7,975,969		7,975,969
12/31/2043		3,906,869	4,067,750	7,974,619		7,974,619
12/31/2044		3,903,669	4,073,250	7,976,919		7,976,919
12/31/2045		3,905,869	4,071,250	7,977,119		7,977,119
12/31/2046		3,908,069	4,066,750	7,974,819		7,974,819
12/31/2047		3,905,913	4,069,500	7,975,413		7,975,413
12/31/2048		3,903,188	4,073,750	7,976,938		7,976,938
12/31/2049		3,904,688	4,074,000	7,978,688		7,978,688
12/31/2050		. ,				, ,
TOTAL	78,361,251	78,025,852	80,960,150	237,347,253	(4,846,121)	232,501,132

<u>Notes:</u>
[1] Estimated rates based on current market conditions, actual rates to be determined at time of pricing.



UNIVERSITY AREA JOINT AUTHORITY Estimated Timeline Series A of 2024 (New Money)

		0	ctobe	r					No	vemb	er		
S	М	Т	W	Т	F	S	S	М	Т	W	Т	F	S
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
		De	cembe	or					lanı	uary 20	125		
-	D. 0	-		-	-		-					-	
S	M	- 1	W	<u> </u>	F	S	S	M	Т	W	Т	F	S
1	2	3	4	5	6	7				1	2	3	4

	December							
S	M	Т	W	Т	F	S		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

		Janu	ary 20	25		
S	М	Т	W	Т	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Timing	Event
October 16, 2024 (Board Meeting)	Update to Board / Financing Overview
Week of October 21st	Distribution of Underwriter RFP
November 6, 2024	Deadline for Underwriter RFP Responses
November 20, 2024 (Board Meeting)	Selection of Underwriter
Early December 2024	Pricing of 2024A NM Bonds (lock-in interest rates)
December 19, 2024	Settlement of 2024A NM Bonds



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