

**CLINTONVILLE BOROUGH SEWER AND WATER AUTHORITY
(VENANGO COUNTY, PENNSYLVANIA) - LOAN NUMBER 80224**

RESOLUTION No. 2023-13

RESOLUTION TO BORROW

AUTHORIZING THE SECURING OF FUNDING FROM THE PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY ("PENNVEST") IN THE MAXIMUM PRINCIPAL AMOUNT OF \$965,059.00 AND THE ACCEPTANCE OF A PRINCIPAL FORGIVENESS LOAN FROM PENNVEST IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,685,277.00 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF THE DESIGN AND CONSTRUCTION OF THE CLINTONVILLE BOROUGH SEWER AND WATER AUTHORITY'S (THE "FUNDING RECIPIENT") WATER TANK AND TO PAY THE COSTS AND EXPENSES OF SECURING SUCH FUNDING; AUTHORIZING THE PLEDGE OF FUNDS FROM THE SEWER AUTHORITY WORKING FUND OF THE FUNDING RECIPIENT; APPROVING THE FORM, TERMS AND CONDITIONS OF THE FUNDING DOCUMENTS; AUTHORIZING THE EXECUTION OF THE FUNDING DOCUMENTS AND PROVIDING FOR THE AUTHENTICATION AND DELIVERY THEREOF; AND AUTHORIZING THE DISPOSITION OF THE FUNDING PROCEEDS RECEIVED OR TO BE RECEIVED FROM PENNVEST.

WHEREAS, the Funding Recipient, created and existing under the laws of the Commonwealth of Pennsylvania, has determined that it is necessary and in its best interests to construct and erect a new water tank ("the "Project") for the potable water source, treatment, storage and distribution system (the "System"); and

WHEREAS, in order to finance the cost of the Project, the Funding Recipient intends to secure a loan in the maximum principal amount of \$965,059.00 from PENNVEST to be evidenced by a debt obligation (the "Debt Obligation") and a principal forgiveness loan in the maximum principal amount of \$2,685,277.00 for total funding of \$3,650,336.00 (the "PENNVEST Funding"), secured by the water revenues of the Funding Recipient (the "Project Collateral") and other agreements granting and creating security interests, all as more particularly set forth in the funding agreement between the Funding Recipient and PENNVEST (the "Funding Agreement") and the funding offer from PENNVEST dated April 20, 2023 (the Debt Obligation, Project Collateral, other security agreements, funding offer, Funding Agreement and all other agreements, documents, certificates and instruments described in or contemplated by the Funding Agreement are collectively referred to as the "Funding Documents"); and

WHEREAS, the Funding Recipient desires and intends to take all necessary and proper actions and to execute all documents required by PENNVEST to be executed to obtain the PENNVEST Funding and assure its proper repayment.

NOW, THEREFORE, the Clintonville Borough Sewer and Water Authority hereby resolves as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project and to pay costs and expenses in connection with the PENNVEST Funding, Funding Recipient hereby authorizes the execution of all Funding Documents and the taking of all actions necessary and required by PENNVEST to obtain the PENNVEST Funding in the maximum principal amount of \$3,650,336.00 pursuant to the provisions of the Pennsylvania Municipality Authorities Act, as amended (53 Pa. C.S. Section 5601, et seq) and the Funding Documents.

Section 2. The PENNVEST Funding shall be secured by the Funding Documents from the Funding Recipient to PENNVEST, and to the extent and in the manner therein set forth, the Project Collateral and other agreements granting and creating certain security interests in favor of PENNVEST, as well as a pledge of all other revenues and receipts of the Funding Recipient for the payment of costs of the Funding Recipient's Project, and for the payment of principal of, and interest on, the Debt Obligation.

The Funding Documents shall not in any manner pledge the full faith and credit or taxing power of the Commonwealth of Pennsylvania, nor shall it be deemed to be an obligation of the Commonwealth of Pennsylvania, nor shall the Commonwealth be liable for the payment of the principal of, or interest on, such obligation, but it shall be secured upon and payable from the revenues and receipts of the Funding Recipient derived from the System and from such other moneys as may be made available for the purpose of repaying the Debt Obligation. In addition, Funding Recipient shall accept the Debt Obligation as a special revenue obligation and pledge its water revenues toward the repayment of the Debt Obligation.

Section 3. The form, terms and conditions of the Funding Documents, prepared by

PENNVEST and counsel to the Funding Recipient, to be substantially in the form as submitted to this meeting, are hereby approved. The Chairperson and/or Vice Chairperson of the Funding Recipient are hereby authorized to execute the Funding Documents in such form on behalf of the Funding Recipient, subject to such changes and modifications, if any, as may be approved by the Chairperson or Vice Chairperson, and Authority Counsel, the execution of the Funding Documents to be conclusive evidence of such approval, and the Secretary or Assistant Secretary are hereby authorized to cause the corporate seal of the Funding Recipient to be affixed thereto and to attest the same. The Secretary or Assistant Secretary of the Funding Recipient are further authorized to acknowledge the same on behalf of the Funding Recipient and to deliver said Funding Documents to PENNVEST.

Section 4. The PENNVEST Funding shall be repaid in the amounts and on the dates, as set forth in the Funding Documents as submitted to this meeting. The PENNVEST Funding is also subject to early repayment as provided in the Funding Documents.

Section 5. The application for the PENNVEST Funding ("Application") in the form submitted to PENNVEST is hereby ratified with such subsequent, necessary and appropriate variations, omissions and insertions, if any, as may be approved by the Board of the Funding Recipient, and the Chairperson and/or Vice Chairperson are hereby authorized to sign any such variations, omissions or insertions. The review of any amendments by PENNVEST, as well as any investigation required by PENNVEST in connection with the PENNVEST Funding, are hereby authorized.

Section 6. Upon receipt, the proceeds from the PENNVEST Funding authorized to be

secured in this Resolution, shall be applied by the Funding Recipient under the terms and conditions set forth in the Funding Documents.

Section 7. The proper officers of the Funding Recipient are hereby authorized, empowered and directed on behalf of the Funding Recipient to execute any and all papers and documents to do and cause to be done any and all acts and things necessary or proper for the execution or carrying out of this Resolution, of the Funding Documents and in the Application and securing of the PENNVEST Funding.

Section 8. All resolutions or parts of resolutions inconsistent herewith shall be, and the same are, hereby rescinded, cancelled and annulled.

DULY ADOPTED by the Board of the Clintonville Borough Sewer and Water Authority, in lawful session assembled, on the 19th day of December, 2023.

ATTEST:

CLINTONVILLE BOROUGH SEWER AND
WATER AUTHORITY

Juanh Astorga
Secretary

Mary Kelly
Chairperson

(SEAL)

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, entered into on the 19th day of December 2023, by and between the Clintonville Borough Sewer and Water Authority located at 109 Franklin Street, Clintonville, PA 16372, hereinafter called the "OWNER", and SENATE ENGINEERS AND SURVEYORS, A Division of LSSE, 420 William Pitt Way, Pittsburgh, PA 15238, hereinafter called the "ENGINEER".

WHEREAS, the OWNER agrees to employ the ENGINEER to furnish engineering services, and the ENGINEER, for the considerations hereinafter described, agrees to perform said services relating to the design and construction phase services of improvements to the Clintonville Borough Wastewater Treatment Plant Replacement and Pump Stations Rehabilitation Project, hereinafter referred to as the "PROJECT".

WITNESSETH

NOW, THEREFORE, the OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE ENGINEER

- 1.1 The ENGINEER will prepare drawings to show the character and scope of the work to be performed by the contractor(s) on the PROJECT, together with specifications in connection therewith; furnish engineering data for and assist in the preparation of required documents so that the OWNER may secure approval of governmental authorities having jurisdiction over design criteria; prepare opinions of probable cost of construction as are required based on completed drawings and specifications; prepare bid proposal forms, prepare the Contract Documents. The scope of the project will consist in general of the construction of a new headworks, influent flow monitoring flume, (2) SBR wastewater treatment plant, blower/maintenance/lab/UV disinfection building, new gravity effluent piping (to be in compliance with existing permit), rehabilitation of pump stations located off Irwin Street and at the water treatment plant, as well as installation of backup emergency generators, connection to the existing system, site security fence, gravel parking, site grading, and restoration.
- 1.2 The ENGINEER will furnish engineering data for and assist in the preparation of the PENNVEST loan/grant Application for the PROJECT. Engineering costs are based on PENNVEST submittal requirements and do not include fees or costs associated with any

design or technical modifications or other additional requirements that may be necessitated by other funding agencies. If another agency such as RUS is selected as a funding source, these additional costs will be identified and made known to the OWNER prior to initiating the work.

1.3 The ENGINEER will provide from others certain specialized services including geotechnical, surveying, electrical, HVAC and plumbing, and other engineering service that may be required to complete the Project. The ENGINEER will give advice to the OWNER concerning the necessity of obtaining other specialized services under the Additional Services provisions of this Agreement.

1.4 The ENGINEER will prepare permit applications and supporting documents to facilitate construction of the Project. It will be the Owner's responsibility to provide any and all fees. The permits anticipated for this project include:

- a. Act 14 notifications, and PMHC and PNDI clearances,
- b. County Conservation approval for Chapter 102 - Erosion and Sedimentation Control Plan and Chapter 105 – Stream and Wetland Disturbance application reviews and permit issuances,
- c. DEP Water Quality Management - Minor Sanitary Plant Permit Amendment application and Engineer's Design Report,
- d. County Planning Approval and building permit, and
- e. Subdivision Plans to purchase a portion of the adjacent PENNDOT property.

Any other permits, clearances, or approvals required by State, federal or local regulations or entities will be provided under the Additional Services provisions of this Agreement. The Project is designed to be completed in a single phase with a maximum of three separate construction contracts.

1.5 After the OWNER has given authorization to proceed with the bidding, the ENGINEER will assist the OWNER in advertising for bids, printing, and distribution of bidding documents to prospective bidders, addressing request for additional information, preparing addendums, and obtaining and evaluating construction bids.

1.6 During the construction of the PROJECT which will commence with the award of the construction contract and end upon the written approval of final payment by the

ENGINEER, the ENGINEER will:

- a. Provide resident construction observation and construction management services. The frequency and extent of the observations will be as agreed upon by the ENGINEER and OWNER. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligations to perform the Work in conformity with the Contract Documents and in a workmanlike manner; shall not make the ENGINEER an insurer of contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- b. Review and take appropriate action on shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the contractor is required to submit for conformance with the design concept of the PROJECT and to fulfill his responsibilities under the construction contract.
- c. Prepare routine change orders, field orders and work change directives as required.
- d. Determine the amount owed to the contractor and recommend in writing periodic payments to be made to the contractor by the OWNER.
- e. Conduct reviews to determine if the PROJECT is substantially complete and final reviews to determine if the PROJECT has been completed in accordance with the Contract Documents and the contractor has fulfilled all of his obligations so that the ENGINEER may recommend, in writing, final payment to the contractor.
- f. Perform duties related to the administration of the PENNVEST loan including review of contractor pay requests, preparation of the PENNVEST online reimbursement requests, and preparation of change order requests for approval by DEP and PENNVEST.
- g. Provide the OWNER with 1 set of reproducible as-built drawings, 2 sets of prints, 1 set of operation and maintenance manuals, and the digital drawing files at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractors after construction.

- 1.7 ENGINEER shall indemnify defend and hold OWNER harmless from any and all claims, suits, actions liabilities and cost of any kind by any third parties arising out of or in connection with the performance of ENGINEER's work under the terms of this Agreement, including those of any government body or agency, this indemnification to include but not be limited to reasonable attorney's fees.

ARTICLE 2 - THE OWNER'S RESPONSIBILITIES

- 2.1 The OWNER will provide full information as to his requirements for the PROJECT.
- 2.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. Will make the ENGINEER aware of any change in circumstances that may affect the project scope, timeline, or costs.
- 2.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
- 2.4 Provide such legal, accounting and insurance counseling services as may be required for the PROJECT and such auditing services as the OWNER may require to ascertain how or for what purpose the contractor has used the monies paid to him under the construction agreement at the OWNER'S expense.
- 2.5 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
- 2.6 Furnish or direct the ENGINEER to provide at the OWNER'S expense, necessary additional services as required.
- 2.7 The OWNER will remunerate the ENGINEER in accordance with the provisions of Article 3 of the AGREEMENT.

ARTICLE 3 - PAYMENTS TO THE ENGINEER

- 3.1 The ENGINEER will prepare and submit monthly progress statements requesting payment based on a time and expenses basis for the work and basic services performed by the ENGINEER under the AGREEMENT. An estimate of the anticipated basic services cost is provided in Attachment A. All such statements shall be due and payable within thirty (30) days of the date rendered.

3.2 The ENGINEER shall submit monthly progress statements based on the current Rate Schedule, Attachment B, for Basic Services and for Additional Services, as shown in Article 4 below. The Rate Schedule and compensation will be reviewed and be adjusted annually.

3.3 The ENGINEER may submit invoices for Special Services and Additional Services, as described in paragraphs 1.3 and 4.1, respectively.

3.4 All above payments are the responsibility of the OWNER.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Additional Engineering Services, if required or recommended, shall be as directed by the OWNER and may include:

- a. Any required labor compliance requests, DEP Compliance, and coordination requests and related activities.
- b. Meetings or negotiations with property owners regarding easements, rights-of-way or property acquisition, relocation requests, or similar type instances. All rights-of-way drawings, deed research, deed copies and property surveys related to rights-of-way and property acquisition required for the project. Site surveys and recorded plans for water storage tanks, water treatment plants, pump stations or other similar surveys and plans.
- c. Services related to condemnation, viewers hearings, court or court related activities regarding the project construction process.
- d. Services related to additional environmental clearances or investigations not included in the basic services.
- e. Performance of detailed staking necessary for construction of the project
- f. Redesigns if ordered by the OWNER after final plans have been accepted by the OWNER, or if required by changed or unknown site conditions, including property, or access issues.
- g. Provide information necessary to obtain supplemental or additional funding.
- h. Providing additional or extended services as instructed by the OWNER.

The Additional Services shall be provided only under authorization of the OWNER.

ARTICLE 5 - GENERAL CONSIDERATIONS

- 5.1 The AGREEMENT may be terminated by either party upon forty-five (45) days written notice to the other party, with terminal payments to be made to the ENGINEER for all services performed to the termination date, including expenses.
- 5.2 All documents, including original drawings, estimates, specifications, field notes, and data are provided by the ENGINEER as instruments of service. Both Owner and Engineer retain a joint and equal ownership and property interest in and to any such documents whether or not the project is completed subject to receipt by Engineer of full payment due and owing for all basic and additional services relating to preparation of the documents. Any use or modification of the documents by Owner, its agents, representatives or assigns without verification, completion or adaption by Engineer will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees and consultants.
- 5.3 The OWNER and the ENGINEER each binds itself and its successors and assigns to this AGREEMENT. Neither the OWNER nor the ENGINEER shall assign, sublet, or transfer its interest in this AGREEMENT without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT the day and year first above written.

CLINTONVILLE BOROUGH SEWER AND WATER AUTHORITY

WITNESS:

By: Quank Astor
Title: Secretary

By: Mary M. Kelly
Title: Chairperson

SENATE ENGINEERS AND SURVERYORS - LSSE

WITNESS:

By: Robert J. [Signature]
Title: Senior Project Manager

By: Keri A. [Signature]
Title: Managing Principal

ATTACHMENT A

Summary of Projected Professional Services Fees Clintonville Borough Sewer and Water Authority WWTP and Pump Station Rehab Project

Clintonville Borough, Venango County, PA

SENATE #13511

December 8, 2023

DESCRIPTION	TOTAL	ANTICIPATED FUNDING SOURCE
UTILITY, SURVEY, WETLANDS & GEOTECH	\$ 55,080.00	AUTHORITY FUNDED ¹
CIVIL/MECHANICAL DESIGN	\$ 66,000.00	AUTHORITY FUNDED ¹
ELECTRICAL DESIGN	\$ 80,260.00	AUTHORITY FUNDED ¹
HVAC & PLUMBING	\$ 19,360.00	AUTHORITY FUNDED ¹
SPECIFICATIONS AND BID DOCS	\$ 52,800.00	AUTHORITY FUNDED ¹
PERMITS (FEES = \$1,260)	\$ 59,200.00	AUTHORITY FUNDED ^{1, 2}
COUNTY PLANNING (FEES = \$2,800)	\$ 8,200.00	AUTHORITY FUNDED ^{1, 2}
ROW & LAND ACQUISH.	\$ 37,500.00	AUTHORITY FUNDED ¹
BIDDING	\$ 6,100.00	AUTHORITY FUNDED ¹
PENNVEST APP. & MANAGEMENT	\$ 35,000.00	PENNVEST
CONTRACT MANAGEMENT ³	\$ 45,000.00	PENNVEST
RESIDENT PROJECT REP.	\$ 250,000.00	PENNVEST
TOTAL	\$ 714,500.00	PENNVEST

¹ INTERIM Engineering costs are assumed to be reimbursed and included in PENNVEST funding offer.

² DOES NOT INCLUDE NOTED PERMIT FEES THAT ARE PAYABLE BY THE OWNER.

³ ACTUAL COST OF CONSTRUCTION PHASE SERVICES WILL DEPEND ON FINAL NUMBER OF CONTRACTS, NUMBER OF CREWS, DURATION, ETC.