

Reorganization Meeting of January 10, 2023

The Solicitor, David A. Luthman, Esq., called the reorganization meeting of the Pennsauken Sewerage Authority to order at 3:30 p.m. on the above date with a salute to the flag. The meeting was held at the Pennsauken Sewerage Authority office, 1250 John Tipton Blvd., Pennsauken, NJ.

Mr. Luthman stated meeting Notice has been given to the Courier Post and the Burlington County Times newspapers and posted at the Pennsauken Municipal Building and the Pennsauken Sewerage Authority in accordance with the Sunshine Law.

Mr. Orth asked for a roll call. The following Commissioners were present:

Mr. Oren Lutz  
Mr. Gregory Schofield  
Mr. Dennis Archible  
Mr. Tim Ellis  
Mrs. Marie McKenna

Also present were:

Mr. William Orth, Executive Director  
David A. Luthman, Solicitor  
Mr. Marco DiBattista, Assistant Director  
Mr. Anthony Figueroa, Superintendent  
Mr. Dennis Yoder, Remington & Vernick Engineers

The Solicitor opened the meeting to the public. As there was no one from the public present, a motion was made by Mr. Schofield, seconded by Mr. Ellis, and carried to close the public portion of the meeting.

Mr. Luthman presented Resolution 23-01 – Appointment of the office of Chairman.

Mr. Schofield moved for adoption of Resolution 23-01 with the name of Oren Lutz as Chairman, seconded by Mr. Ellis. On roll call all Commissioners present voted yes and the motion carried.

See Resolution No. 23-01

Mr. Luthman administered the Oath of Office to Chairman Lutz and the document signed.

Chairman Lutz presented Resolution 23-02 – Appointment of the Office of Vice-Chairman.

Mr. Lutz moved for adoption of Resolution 23-02 with the name of Gregory Schofield as Vice-Chairman, seconded by Mr. Archible. On roll call all Commissioners present voted yes and the motion carried.

**RESOLUTION OF THE PENNSAUKEN SEWERAGE  
AUTHORITY APPOINTING A CHAIRMAN**

**BE IT RESOLVED** by the Pennsauken Sewerage Authority that **Oren Lutz** be and is hereby elected Chairman of the Pennsauken Sewerage Authority for the fiscal year ending December 31, 2023 or until his successor is elected.

  
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Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

# OATH OF OFFICE

State of New Jersey


County of CAMDEN

} ss.

I, OREN LUTZ, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New Jersey; that I will bear true faith and allegiance to the same and to the Governments established in the United States and in this State, under the Authority of the people; and that I will faithfully, impartially and justly perform all the duties of the office of CHAIRMAN OF THE PENNSAUKEN SEWERAGE AUTHORITY according to the best of my ability. (So help me God).\*

Sworn and subscribed to before me  
this 10th day of  
January A.D. 2023

David A. Luthman  
Attorney at Law  
State of New Jersey

  
Oren Lutz  
P. O. Address 3438 Palace Court  
Pennsauken, NJ 08109

\* Person taking oath has the option of including "So help me God," if he so desires.

See Resolution No. 23-02

Mr. Luthman administered the Oath of Office to Vice Chairman Schofield and the document signed.

The Chairman presented the following group of Management Contracts for a term of January 1, 2023 to December 31, 2026, Resolution 23-03 to and including 23-06:

Resolution 23-03 – Appointment of William Orth as Executive Director and Approval of Contract

Resolution 23-04 – Appointing Assistant Executive Director and Approval of Employment Contract.

Resolution 23-05 – Appointing a Superintendent and Approval of Contract.

Resolution 23-06 – Appointing a Supervisor and Approval of Contract.

A motion was made by Mr. Archible, seconded by Mr. Ellis, to approve Resolutions 23-03 to 23-06, Appointing Management and Approval of Contracts. On roll call all Commissioners present voted yes. The Management appointments and Contracts stand approved.

See Resolutions 23-03 – 23-06

The Chairman presented the following group of appointments for F/Y 2023 from Resolution 23-07 to and including 23-11.

Resolution No. 23-07 – Appointment of David A. Luthman, Esquire as the Solicitor.

Resolution No. 23-08 – Appointment of T & M Associates, Inc., and Remington & Vernick as Engineers.

Resolution No. 23-09 – Appointment of Bowman & Company as Auditors.

Resolution No. 23-10 – Appointment of Connor Strong Companies, Inc., as Insurance Broker/Risk Manager.

Resolution No. 23-11 – Appointment of Parker, McCay as Bond Council.

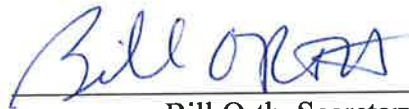
A motion was made by Mr. Archible, seconded by Mr. Schofield, to approve Resolutions 23-07 to 23-11, Professional Appointments for F/Y 2023. On roll call all Commissioners present voted yes. The Professional Appointments stand approved.

See Resolutions 23-07 – 23-11

The Chairman presented Resolution 23—12 – Appointment of Bill Orth as Fund Commissioner & Anthony Figueroa as Alternate.

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTING A VICE-CHAIRMAN**

**BE IT RESOLVED** by the Pennsauken Sewerage Authority that Gregory Schofield be and is hereby elected Vice-Chairman of the Pennsauken Sewerage Authority for the fiscal year ending December 31, 2023 or until his successor is elected.



Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

# OATH OF OFFICE

State of New Jersey


County of CAMDEN

} ss.

I, .....GREGORY E. SCHOFIELD....., do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New Jersey; that I will bear true faith and allegiance to the same and to the Governments established in the United States and in this State, under the Authority of the people; and that I will faithfully, impartially and justly perform all the duties of the office of .....VICE CHAIRMAN.....  
.....OF THE PENNSAUKEN SEWERAGE AUTHORITY.....  
according to the best of my ability. (So help me God).\*

Sworn and subscribed to before me  
this .....10th..... day of  
.....January..... A.D. ~~19~~ 2023

David A. Luthman  
Attorney at Law  
State of New Jersey

  
.....  
Gregory E. Schofield  
P. O. Address....2611 Burning Tree Road  
Pennsauken, NJ 08109  
.....

\* Person taking oath has the option of including "So help me God," if he so desires.

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTING AN EXECUTIVE DIRECTOR  
AND APPROVAL OF CONTRACT**

**WHEREAS**, the Pennsauken Sewerage Authority (hereafter referred to as “Authority”), having met for the purpose of reorganization on January 10, 2023; and

**WHEREAS**, the Authority is authorized to employ such person(s) as it may deem necessary and advisable for the proper operation of the Authority’s business; and

**WHEREAS**, the Authority finds it necessary and advisable to appoint and employ an Executive Director who shall be charged with the responsibility for overseeing the day to day operations of the Authority.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. William Orth is hereby appointed Executive Director of the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2026.
2. The Executive Director shall enter a contract with the Authority. Said contract is to be maintained and made available for public inspection at the Authority’s office.



Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTING ASSISTANT EXECUTIVE DIRECTOR  
AND APPROVAL OF EMPLOYMENT CONTRACT**

**WHEREAS**, the Pennsauken Sewerage Authority (hereafter referred to as “Authority”) has appointed an Executive Director as its primary executive officer responsible for oversight of all its activities subject to the oversight of its Commissioners; and

**WHEREAS**, the current Executive Director is approaching retirement; and

**WHEREAS**, the Authority has determined that it is advisable to have in place a successor to the current Executive Director and that Marco DiBattista who currently serves as its Treasurer and Office Manager, has exhibited the ability to succeed the Executive Director; and

**WHEREAS**, the Authority has determined that it is efficient and advisable for Marco DiBattista to undertake additional exposure to all operations as Assistant Executive Director pursuant to a contract between him and the Authority as attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that Marco DiBattista is hereby appointed as Assistant Executive Director of the Pennsauken Sewerage Authority and shall continue to serve as Treasurer and Office Manager pursuant to a contract which is hereby approved.

  
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Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**



**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTING A SUPERINTENDENT AND APPROVAL OF CONTRACT**

**WHEREAS**, the Pennsauken Sewerage Authority (hereinafter referred to as “Authority”) having met for the purposes of reorganization on January 10, 2023; and

**WHEREAS**, the Authority finds it necessary and advisable to employ a Superintendent who shall be responsible for the proper maintenance and operation of the Authority’s collection system and further to supervise the personnel of the Authority employed to assist him in that regard; and

**WHEREAS**, the Superintendent is required to be licensed in accordance with regulations promulgated by N.J.D.E.P.; and

**WHEREAS**, Anthony Figueroa holds all required licenses.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. Anthony Figueroa is hereby employed as Superintendent for the Pennsauken Sewerage Authority for a term of January 1, 2023 to December 31, 2026.
2. The Superintendent shall enter a contract with the Authority. Said contract is to be maintained and made available for public inspection at the Authority’s office.

  
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Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTING A SUPERVISOR AND APPROVAL OF CONTRACT**

**WHEREAS**, the Pennsauken Sewerage Authority (hereinafter referred to as “Authority”) having met for the purpose of reorganization on January 10, 2023; and

**WHEREAS**, the Authority is authorized to employ such person(s) as it may deem necessary and advisable for the proper operation of the Authority’s business; and

**WHEREAS**, the Authority finds it necessary and advisable to employ a Supervisor responsible for the day-to-day operations of the Authority’s operations and business; and

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. Patrick Olivo is hereby appointed Supervisor of the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2026.
2. The Supervisor shall enter a contract with the Authority. Said contract is to be maintained and made available for public inspection at the Authority’s office.

  
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Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTMENT OF SOLICITOR**

**WHEREAS**, the Pennsauken Sewerage Authority, (hereinafter referred to as “Authority”) having met for the purpose of reorganization on January 10, 2023 pursuant to N.J.S.A. 40:15A-1 et seq., and;

**WHEREAS**, the Authority finds it necessary and advisable to employ and appoint an attorney-at-law of the State of New Jersey to act as Solicitor in accordance with Article 3, Subparagraph 1 of the Authority’s By-Laws, and;

**WHEREAS**, the Authority is authorized to enter a contract for the services without public advertising for bids pursuant to N.J.S.A. 40A-13-5.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. **David A. Luthman, Esq.** is hereby appointed and employed as Solicitor to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023 or until his successor has been appointed.
2. The Solicitor shall enter a contract with the Pennsauken Sewerage Authority in the form annexed hereto which form is expressly approved.
3. The Secretary of the Pennsauken Sewerage Authority shall cause the following legal advertisement to be placed once in a newspaper authorized to publish the Authority’s advertisements.

**PLEASE TAKE NOTICE** that **David A. Luthman** has been appointed as Solicitor to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023. The Solicitor shall be paid a sum of \$18,200 per annum. The Solicitor and the Pennsauken Sewerage Authority have entered a contract which is on file and available for public inspection at the offices of the Pennsauken Sewerage Authority, 1250 John Tipton Blvd., Pennsauken, New Jersey.

  
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Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTMENT OF ENGINEERS**

**WHEREAS**, the Pennsauken Sewerage Authority, (hereinafter referred to as “Authority”) having met for the purpose of reorganization on January 10, 2023, and;

**WHEREAS**, the Authority finds it necessary and advisable to appoint and employ a professional consulting engineer, and;

**WHEREAS**, such employment is specifically authorized by Article 3, Subparagraph 1 of the By-Laws of the Authority and sufficient funds having been appropriated for said services in the Authority’s Fiscal Year 2023 Budget, and;

**WHEREAS**, the Authority is authorized to enter a contract for these services without advertising for bids pursuant to N.J.S.A. 40A:13-5.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. **Remington & Vernick Engineers, and T&M Associates, Inc.** are hereby appointed and employed as Consulting Engineers to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023 or until a successor has been appointed.
2. The Consulting Engineer shall enter a contract with the Authority in the form annexed hereto which form is expressly approved.
3. The Secretary of the Authority shall cause the following legal advertisement to be placed once in a newspaper authorized to publish the Authority’s advertisements.

**PLEASE TAKE NOTICE** that **Remington & Vernick Engineers and T&M Associates, Inc.** have been appointed as Consulting Engineers to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023. The Consulting Engineers shall be

paid for such other work as may be required by and performed for the Authority at the per diem charge on an hourly basis as set forth in a fee schedule attached to and made a part of a contract entered between the Authority and Consulting Engineer, which is in a file and available for public inspection in the office of the Pennsauken Sewerage Authority, 1250 John Tipton Blvd., Pennsauken, New Jersey.



Bill Orth, Secretary

**ROLL CALL:**

- Mr. Oren Lutz – Yes
- Mr. Gregory Schofield – Yes
- Mr. Dennis Archible – Yes
- Mr. Timothy Ellis – Yes
- Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTMENT OF AUDITOR**

**WHEREAS**, the Pennsauken Sewerage Authority (hereinafter referred to as “Authority”), having met for the purpose of reorganization on January 10, 2023, and;

**WHEREAS**, the Authority finds it necessary and advisable to appoint and employ an auditor for the Fiscal Year 2023 and has appropriated sufficient sums for the employment of an auditor in its Fiscal Year budget, and;

**WHEREAS**, the Authority is authorized by the By-Laws of the Authority, Article 3, Subparagraph 1.

**NOW, THEREFORE, BE IT RESOLVED as follows:**

1. **Bowman & Company** is hereby appointed and employed as Auditor to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023 or until a successor has been appointed.
2. The Auditor shall enter a contract with the Authority in the form annexed hereto which form was expressly approved.
3. The Secretary of the Authority shall cause the following legal advertisement to be placed once in a newspaper authorized to publish the Authority’s advertisements.

**PLEASE TAKE NOTICE** that **Bowman & Company** has been appointed as Auditor to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023. The Auditor shall make the annual audit of the records of the Authority and shall perform those duties prescribed by law or rules and regulation of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey and shall assist the Authority in any other manner as shall be requested by the Authority for which the Auditor shall be compensated pursuant to a current standard hourly rate schedule which is appended to and made a part of a contract between the Authority and Auditor which is on file

and available for public inspection at the Pennsauken Sewerage Authority, 1250 John Tipton Blvd., Pennsauken, New Jersey.



Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTMENT OF INSURANCE BROKER/RISK MANAGER**

**WHEREAS**, the Pennsauken Sewerage Authority (hereinafter referred to as “Authority”) having met for the purpose of reorganization on January 10, 2023, and;

**WHEREAS**, the Authority finds it necessary and advisable to appoint an Insurance Broker of Record who shall be responsible for placing, at the Authority’s request, any and all insurance coverage which may be requested by and for the Authority and Risk Manager with respect to any insurance coverage provided by a fund of self-insurance, and;

**WHEREAS**, N.J.S.A. 40A:13-1 et seq., requires that the Resolution authorizing the award for extraordinary unspecified services without competitive bid, and the contract itself must be available for public inspection, and;

**WHEREAS**, the Pennsauken Sewerage Authority is authorized to enter such a contract without advertising for public bids in connection with N.J.S.A. 40A:13-5.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. **Connor Strong Companies, Inc.** is hereby awarded a contract to act as the Insurance Broker of Record and Risk Manager for the Pennsauken Sewerage Authority and is hereby authorized to place all insurance coverage requested by and for the Authority and to provide Risk Management services, the adequacy and nature of which shall be determined by the Executive Director of the Authority.
2. The term of the award shall be from January 1, 2023 through December 31, 2023 or until a successor has been appointed.
3. The Secretary of the Authority shall cause the following notice to be published once in a newspaper authorized to publish the Authority’s notices.

**PLEASE TAKE NOTICE** that **Connor Strong Companies, Inc.** has been appointed the Insurance Broker of Record for the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023. The above-named is authorized to place any and all insurance policies requested by and for the Pennsauken Sewerage Authority and to provide Risk Management Services. The above-named shall receive no direct



compensation from the Pennsauken Sewerage Authority, its compensation being derived from the normal and customary commission practice of the insurance industry.



Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTMENT OF BOND COUNSEL**

**WHEREAS**, the Pennsauken Sewerage Authority, (hereinafter referred to as “Authority”) having met for the purpose of reorganization on January 10, 2023 pursuant to N.J.S.A. 40:15A-1 et seq.; and

**WHEREAS**, the Authority finds it necessary and advisable to employ and appoint a Bond Counsel of the State of New Jersey to act as Bond Counsel in accordance with Article 3, Subparagraph 1 of the Authority’s By-Laws; and

**WHEREAS**, the Authority is authorized to enter a contract for the services without public advertising for bids pursuant to N.J.S.A. 40A-13-5; and

**WHEREAS**, the Authority issued a Request for Proposals in accordance with its fair and open policy, to procure the services of Bond Counsel; and

**WHEREAS**, the firm of Parker, McCay, P.A. responded in a timely and complete fashion and the administration of the Authority having reviewed all responses to professional service RFP’s and having recommended the appointment of Parker, McCay based upon its qualifications and history of representation of the Authority;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. **Parker, McCay, P.A.** is hereby appointed and employed as Bond Counsel to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023 or until a successor has been appointed.
2. The aforementioned Bond Counsel shall enter a contract with the Authority in conformance with its response to the Authority’s RFP for that position.
3. The Secretary of the Authority shall cause the following legal advertisement to be placed once in a newspaper authorized to publish the Authority’s advertisements.

**PLEASE TAKE NOTICE** that **Parker, McCay, P.A.** has been appointed as Bond Counsel to the Pennsauken Sewerage Authority for a term of January 1, 2023 through December 31, 2023.

  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

The Chairman presented Resolution 23—12 – Appointment of Bill Orth as Fund Commissioner & Anthony Figueroa as Alternate.

A motion was made by Mr. Schofield, seconded by Mr. Archible, to approve Resolution 23-12, Appointment of Bill Orth as Fund Commissioner & Anthony Figueroa as Alternate. All Commissioners present voted yes.

See Resolution 23-12

The Chairman presented the following group of designations for F/Y 2023 from Resolution 23-13 to and including 23-17.

Resolution No. 23-13 – Cash Management Plan – Designation of Depository as 1<sup>st</sup> Colonial Bank.

Resolution No. 23-14 – Designation of Official Newspapers as All Around Pennsauken, Courier Post, Burlington County Times and the Philadelphia Inquirer.

Resolution No. 23-15 – Bond of Treasurer.

Resolution No. 23-16 – Surety Bond for Employees

Resolution No. 23-17 – To Approve and Authorize the Designation of Superintendent, Anthony Figueroa, as the Public Agency Compliance Officer.

A motion was made by Mr. Ellis, seconded by Mr. Archible, to approve Resolutions 23-13 to and including 23-17 of designations so stated. On roll call all Commissioners present voted yes. The designations stand approved.

See Resolutions 23-13 – 23-17

The minutes of the meeting of December 13, 2022 were presented for approval.

A motion was made by Mr. Ellis, seconded by Mr. Archible to approve the minutes as presented. On roll call all Commissioners present voted yes and the motion carried.

The Chairman stated the amount of bills to be paid is \$479,163.86.

A motion was made by Mr. Schofield, seconded by Mr. Ellis to approve payment of the bills as presented. On roll call all Commissioners present voted yes and the motion carried.

See Bill List Attached

Approval of Utility Balance Adjustment Nos. 23970 and 23992 were presented.

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPOINTING A FUND COMMISSIONER AND AN ALTERNATE**

**WHEREAS**, the Pennsauken Sewerage Authority, (hereinafter referred to as “Authority”) having met for the purpose of reorganization on January 10, 2023 pursuant to N.J.S.A. 40:15A-1 et seq.; and

**WHEREAS**, the Authority is a member of the New Jersey Municipal Joint Utilities Insurance Fund; and

**WHEREAS**, each member Authority must appoint a Fund Commissioner and an Alternate to the Joint Insurance Fund; and

**WHEREAS**, these appointments must be made annually;

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners of the Pennsauken Sewerage Authority do hereby appoint **Bill Orth** to serve as the Authority’s Fund Commissioner and appoint **Anthony Figueroa** to serve as the Alternate for a term starting January 1, 2023 and ending December 31, 2023 or until their successors are appointed.

  
\_\_\_\_\_  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPROVING THE CASH MANAGEMENT PLAN**

Pursuant to the requirements of N.J.S.A. 40A:5-15 and N.J.A.C. 5:31-3.1 the following is the Cash Management Plan of Pennsauken Sewerage Authority for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

**I. Designation of Legal Public Depository**

- A. The designated legal public depository of the Authority shall be a state or federally chartered bank, savings bank or an association located in the State of New Jersey or a state or federally chartered bank, savings bank or an association located in another state with a branch office in this State, the deposits of which are insured by the Federal Deposit Insurance Corporation and which receives or holds public funds on deposit and which otherwise qualifies as a “public depository” pursuant to the requirements of the Governmental Unit Deposit Protection Act, N.J.S.A. 17:9-41, et seq. **1 Colonial Bank** is hereby designated as the legal public depository of the Authority.

**II. Accounts Held by Designated Legal Public Depositories**

- A. **General Checking Account** (Operating Fund). There shall be maintained in the designated legal public depository a General Checking Account, the purpose of which is to receive all monies from any source by or on behalf of the Authority. Pursuant to the requirements of N.J.S.A. 40A:5-15, all monies received from any source by or on behalf of the Authority, within 48 hours after the receipt thereof, be deposited to the credit of the Authority in the General Checking Account. Any surplus after payment of operating expenses shall be transferred to Revenue Fund held by Trustee by wire and authorized letter from Authority.

1. There shall be maintained in the designated legal Public depository a Payroll Account which shall be a sub account of the Operating Account. Monies shall be transferred from the Operating Account into the Payroll Account on a weekly basis to meet the payroll requirements of the Authority.
2. There shall be maintained a change fund for the office personnel in the amount of \$100.00 with the necessary withdrawals and transfers from the General Checking Account. The Treasurer is authorized and instructed to make the necessary transfers of money to maintain the change fund in the amount of \$100.00.

- B. **Connection Fees and Escrow Deposits** All fees and deposits will be deposited within 48 hours of receipt to the credit of General Checking Account. Separate detailed general ledger accounts will be developed, maintained, and balanced monthly in accordance with rules and regulations of the Authority.
- C. **Petty Cash Fund** a petty cash fund will be maintained by the Authority. The purpose of the petty cash fund is to pay small miscellaneous expenses of the Authority in cash. There are two such funds located in the offices of the Authority's Treasurer and Superintendent. The petty cash fund shall not exceed \$200.00 in cash at any one time. An authorized petty cash slip shall be written and maintained recording all monies withdrawn from there funds.
- D. The Treasurer of the Authority will prepare a monthly report summarizing all investments and reporting all balances since the last meeting of the Authority. This report shall also contain a review of monthly and year to date activity in billings, disbursements, and collections.
- E. All accounts maintained in the designated legal public depository shall be interest bearing accounts and shall be maintained as business checking accounts in order to obtain the highest interest rate available from the designated legal public depository for demand deposits.

### III. **Accounts Held By The Trustee**

- A. Pursuant to the requirements of Article V of the Resolution Authorizing the issuance of Revenue Bonds, adopted the Trustee is required to make payments quarterly from the Revenue Fund into the several funds created by the Resolution. Payments are to be made into each fund up to the maximum limit set forth in the following order:

1. Into the Operating Fund so that the amount therein equals the Operating Requirement, which is generally defined as the amount required for the payment of operating expenses for a period of three months as shown by the annual budget;
2. Into the Sinking Fund, if required;
3. Into the Bond Reserve Fund so that the amount therein equals the bond reserve requirement, which is generally defined as an amount equal to maximum annual debt service.
4. Into the Renewal and Replacement Fund so that the amount therein equals the System Reserve Requirement which has been established by the Authority; and
5. Into the General Fund, balance remaining in the Revenue Fund.

**B. Special Instructions to Trustee:**

1. The Operating Requirement, which for the current fiscal year is 250,000.00, shall be maintained by the Trustee in the Revenue Fund.
2. On an as needed basis, the Trustee shall transfer, by wire, the amount requisitioned by the Authority to pay operating expenses for the previous month into the Authority's Operating Account maintained in the designated legal public depository.
3. Any balance remaining in the Revenue Fund in excess of the Operating Requirement and the money paid into the Authority's Operating Account, shall be transferred by the Trustee on a quarterly basis, first, into the Bond vice Fund, and then, into the several funds created by the Resolution in the following order but only to the extent necessary to meet the respective required fund balances.

a. Required Balance

i. Bond Service Fund	
ii. Sinking Fund	0
iii. Renenewal & Replacement Fund	\$250,000.00
iv. General Fund	The Balance
v. Revenue Fund	Any surplus revenue

4. On a quarterly basis, the Trustee shall determine whether the balances in the Bond Service Fund, Sinking Fund, Bond Reserve Fund and Renewal & Replacement Fund are in excess of the required balance for each respective fund. Any amounts in excess of the required balance for each fund shall be transferred



by the Trustee on a quarterly basis, first, into the Bond Service Fund, and then, into the several funds created by the Resolution in the order provided in the preceding paragraph, but only to the extent necessary to meet the respective fund required balances. If the required balances of all funds are satisfied, any excess funds shall be paid into the General Fund.

**IV. Investments of Bond Service Fund Amounts**

- A. Funds to be invested by U.S. Bank under Investment Management Agreement in accordance with Article VI of the Sewer Bond Resolution adopted July 2003.

**V. Investment Broker**

- A. Pursuant to the requirements of N.J.S.A. 40A:5-15.1.d any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool or the State of New Jersey Cash Management Fund, shall be purchased and redeemed only through the use of a national or state bank located within the State or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to N.J.S.A. 49:3-56 and has at least \$25 million in capital stock, surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government Securities and reports daily to the Federal Reserve Bank or New York its position and borrowing on such U.S. Government Securities.
- B. The Authority authorizes the Investment Broker to act for and on behalf of the Authority and to use monies which the Authority may have on hand for investment purposes in the Bond Reserve Fund, Renewal and Replacement Fund and General Fund, as well as in any open Construction Fund which may have been authorized under any bond resolution to purchase only the types of securities which are authorized by law and this cash management plan to be purchased by the Authority and which, if suitable for registry, shall be registered in the name of the Pennsauken Sewerage Authority. The Investment Broker shall be guided by the Investment policies of this cash management plan but shall otherwise use its best professional judgment and expertise in making investment decisions.
- C. The Investment Broker shall be provided with, and sign an acknowledgment that the Investment Broker has seen and reviewed the cash management plan of the Authority. The Investment Broker shall also sign an acknowledgment that the government money market mutual fund whose securities are being sold to the Authority meets the criteria of a government market mutual fund as defined in this cash management plan.

VI. Securities Which May Be Purchased By or on Behalf of the Authority

A. Pursuant to N.J.S.A. 40A:5-15.1, the Authority hereby authorizes the Investment Broker to purchase the following types of securities:

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America and/or any bonds or obligations of a United States Government Federal Agency issue;
2. Government money market mutual funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:1BA-90.4); or
5. Agreement for the repurchase of fully collateralized securities, if
  - (a) The underlying securities are permitted investments pursuant to paragraphs (1) and (3) of subsection A herein;
  - (b) the custody of collateral is transferred to a third party;
  - (c) the maturity of the agreement is not more than 30 days;
  - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-4.1); and
  - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

B. Any investment instruments in which the security is not physically held by the Authority shall be covered by a third party custodial agreement which shall provide for the designation of such investments in the name of the Authority and prevent unauthorized use of such investments;

C. Purchase of investment securities shall be executed by the "delivery versus payment" method to ensure that securities are either received by the Authority or a third party custodian prior to or upon the release of the Authority's funds.

D. For the purpose of this section;

1. a "government money market mutual fund" means an investment company or investment trust.
  - (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act 1940" 15 U.S.C. 80a-1 et seq.,
  - (b) the portfolio of which is limited to U.S. Government securities that meet

the definition of an eligible security pursuant to 17 C.F.R. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) of subsection A herein; and

(c) which is related by a nationally recognized statistical rating organization.

2.a “local government pool” means an investment pool:

(a) which is managed in accordance with 17 C.F.R. 270.2a-7;

(b) which is rated in the highest category by a nationally recognized statistical rating organization;

(c) which is limited to U.S. Government securities that meet definition of an eligible security pursuant to 17 C.F.R. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) or subsection A herein;

(d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act” P.L. 1968, c.410 (C.52:15B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

(f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

**VII. Investment Policies**

A. The policies to be used for selecting and evaluating investment instruments shall include preservation of capital, liquidity, current and historical investment returns, diversification, maturity requirements, costs and fees, and when appropriate, policies of investment instrument administrators and further, shall be based on a cash flow analysis prepared by the Treasurer and shall be commensurate with the nature and size of the funds held by the Authority. All investments shall be made on a competitive basis insofar as practicable. When an investment in bonds maturing in more than one year is authorized, the maturity of those bonds shall approximate the prospective use of the funds invested.

**VIII. Records**

A. When the securities so purchased are received by the Authority, or by the Trustee or Investment Broker on behalf of the Authority, the Treasurer shall duly record the receipt thereof in an appropriate manner and, at the next regular or special meeting after such

receipt, shall transmit a written report to the members of the Authority setting forth the amount of securities so received, the series, date, numbers and interest periods, if any, thereof and shall transmit said securities to Trustee, for safe keeping. The written report shall be recorded in the minutes of such meeting.

**IX. Approval, Amendment and Administration of Plan**

- A. The cash management plan shall be approved annually by majority vote of the Authority and may be modified from time to time in order to reflect changes in federal or state law or regulations, or in the designations of depositories, funds or investment instruments or the authorization for investments. The Executive Director or, in his absence, the Treasurer shall be charged with administering the plan. The person so charged with administering the plan shall consult with the Authority solicitor, auditor and investment broker from time to time to insure the proper administration of the plan.
- B. The person charged with administering the plan shall deposit or invest the monies of the Authority as designated or authorized by the cash management plan and shall thereafter, be relieved of any liability for loss of such monies due to the insolvency or closing of any depository designated by, or the decrease in value of any investments authorized by, the cash management plan.
- C. Any official of the Authority involved in the designation of depositories or in the authorization for investments as permitted pursuant to the cash management plan, or any combination of the proceeding, or the selection of an entity seeking to sell an investment to the Authority who has a material business or personal relationship with the organization, shall disclose that relationship to the Authority and to the Local Finance Board or the Municipal Ethics Board, as appropriate.

**X. Payment of Bills by Authority**

- A. The Authority shall not pay out any of its monies:
  - 1. unless the person claiming or receiving the same shall first present a detailed

bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct, and

2.unless it carries a certification of some supervisory personnel of the Authority having knowledge of the facts that the goods have been received by, or the services rendered to, the Authority.

B. Notwithstanding the provisions of paragraph A herein, the Authority may, by resolution:

1.provide for and authorize payment of advances to officers and employees of the Authority toward their expenses for authorized official travel and incidental expenses, in a manner consistent with N.J.S.A. 40A:5-16.1;

2.provide for and authorize payment of an advance to any nonprofit organization or agency with which the Authority has entered into a service contract, for the purpose of meeting service programs startup costs, in a manner consistent with N.J.S.A. 40A:5-16.2; or

3.provide for and authorize payment in advance of estimated administrative or direct service costs to the Authority or to any other party participating in a statutorily authorized joint, inter-local or other cooperative activity, in a manner consistent with N.J.S.A. 40A:5-16.3.

**XI. Check Cashing Prohibited**

A. The Authority shall not engage in the practice of cashing checks with public funds.

  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes

Mr. Gregory Schofield – Yes

Mr. Dennis Archible – Yes

Mr. Timothy Ellis – Yes

Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
DESIGNATING THE OFFICIAL NEWSPAPERS FOR  
AUTHORIZED ADVERTISEMENTS OF THE AUTHORITY**

**BE IT RESOLVED** by the Pennsauken Sewerage Authority that **All Around Pennsauken, the Courier Post, the Burlington County Times and the Philadelphia Inquirer** newspapers are hereby designated as the Official Newspapers for any and all necessary publications or notices of the Pennsauken Sewerage Authority commencing January 1, 2023 and ending December 31, 2023.

  
\_\_\_\_\_  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
APPROVING BOND OF TREASURER**

**SUBJECT: BOND OF TREASURER**

**BE IT RESOLVED** by the Pennsauken Sewerage Authority that the Treasurer be bonded in the total sum of one hundred thousand dollars (\$100,000.00).

  
\_\_\_\_\_  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz -- Yes  
Mr. Gregory Schofield -- Yes  
Mr. Dennis Archible -- Yes  
Mr. Timothy Ellis -- Yes  
Mrs. Marie McKenna -- Yes

**ADOPTED: January 10, 2023**



**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
SURETY BOND FOR EMPLOYEES**

**WHEREAS**, N.J.A.C. 5:31-6.1 entitled “Surety Bond for Authority Employees and Officials” provides that all Authorities shall, by Resolution, determine minimum surety bonds for each employee and official; and

**WHEREAS**, N.J.A.C. 5:31-6.1 also requires that the minimum surety bond be determined with due regard for the duties and responsibilities of each employee or official; and

**WHEREAS**, each person handling funds must be bonded in accordance with their responsibility,

**NOW, THEREFORE, BE IT RESOLVED** by the Pennsauken Sewerage Authority that the following list of surety bonds be approved:

Employee Blanket Bond - \$10,000.00 per loss in office - \$5,000.00 per loss off premises.



Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION APPROVING AND AUTHORIZING THE DESIGNATION OF SUPERINTENDENT, ANTHONY FIGUEROA, AS THE PUBLIC AGENCY COMPLIANCE OFFICER FOR THE PENNSAUKEN SEWERAGE AUTHORITY**

**WHEREAS**, the Pennsauken Sewerage Authority is a public entity subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A.40A:11-1 et seq.; and

**WHEREAS**, in November, 2004, the State Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (DCC) readopted., with amendments, N.J.A.C. 17:27-1 et seq.; and

**WHEREAS**, these regulations are commonly known as the affirmative action rules; and

**WHEREAS**, pursuant to the affirmative action rules, a public agency is required to annually designate an officer or employee to serve as its Public Agency Compliance Officer; and

**NOW, THEREFORE, BE IT RESOLVED** that the Pennsauken Sewerage Authority hereby designates Superintendent, **Anthony Figueroa**, to be the Public Agency Compliance Officer for the Authority.



Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**JANUARY 10, 2023**

**PENNSAUKEN SEWERAGE AUTHORITY**

**MEETING FIGURE:**

**\$479,163.86**

Range of Checking Accts: OPER MAN WIRE to OPERATING      Range of Check Dates: 12/14/22 to 01/10/23  
Report Type: All Checks      Report Format: Condensed      Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
OPER MAN WIRE		OPERATING MANUAL WIRES/TRANS			
3481	12/19/22	PAYROLL PAYROLL ACCOUNT		12/31/22	2738
		P2-00345 PAYROLL W/E 12/18/22	35,387.82		
3482	12/28/22	PAYROLL PAYROLL ACCOUNT		12/31/22	2740
		P2-00352 PAYROLL W/E 12/25/22	35,469.77		
3483	01/03/23	PAYROLL PAYROLL ACCOUNT			2743
		P3-00001 PAYROLL W/E 1/1/23	89,973.52		
3484	01/09/23	PAYROLL PAYROLL ACCOUNT			2745
		P3-00008 PAYROLL W/E 1/8/23	35,547.59		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	0	196,378.70	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	<u>4</u>	<u>0</u>	<u>196,378.70</u>	<u>0.00</u>
OPERATING		OPERATING ACCOUNT			2742
31218	12/30/22	TWPPENN TOWNSHIP OF PENNSAUKEN			
		22-00295 PSA ANNUAL CONTRIBUTION 2022	150,000.00		
31219	01/10/23	ABCON AB-CON EXTERMINATING INC.			2747
		22-00003 EXTERMINATING SVC CONTRACT	30.00		
31220	01/10/23	ADVANCE ADVANCE AUTO PARTS			2747
		22-00065 SUPPLIES, EQUIPMENT	193.93		
31221	01/10/23	BELSITOR RICHARD J BELSITO			2747
		23-00004 MEDICARE B COVERAGE	329.70		
31222	01/10/23	BIGDUES P.M.A.C.			2747
		23-00027 2023 ANNUAL MEMBERSHIP PLEDGE	1,000.00		
31223	01/10/23	CANON CANON SOLUTIONS AMERICA			2747
		22-00038 MAINTENANCE COPIER BASE	109.91		
		23-00041 MAINTENAINCE COPIER BASE	28.53		
			<u>138.44</u>		
31224	01/10/23	CCMUA CAMDEN COUNTY MUA			2747
		23-00003 REGIONAL SEWER CHARGE	88.00		
31225	01/10/23	COMCAST COMCAST			2747
		23-00039 CABLE AND INTERNET	354.59		
31226	01/10/23	CONRAIL CONRAIL			2747
		23-00045 LEASE OF PIPE 1/1/23-12/31/23	288.12		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
OPERATING		OPERATING ACCOUNT	Continued		
31227	01/10/23	CUMMINGS JAMES J. CUMMINGS, JR.			2747
		23-00005 MEDICARE B COVERAGE	164.90		
31228	01/10/23	D AND D D & D ADVERTISING			2747
		23-00043 MEETING ROOM DEDICATION	1,854.00		
31229	01/10/23	DAILYNEW THE PHILADELPHIA INQUIRER			2747
		23-00030 YEARLY SUBSCRIPTION 2023	233.80		
31230	01/10/23	DEJANA DEJANA TRK & UTIL EQUIP CO.INC			2747
		22-00293 SALT SPREADER	15.98		
31231	01/10/23	DELTA DELTA DENTAL OF NJ, INC.			2747
		23-00006 DENTAL ADM	4,509.51		
31232	01/10/23	DOYLE James J. Doyle			2747
		23-00007 MEDICAL B COVERAGE	164.90		
31233	01/10/23	EDMUNDS EDMUNDS GOVTECH			2747
		23-00031 2023 SOFTWARE MAINTENANCE	10,074.18		
		23-00042 IT MANAGED SERVICE 2023	<u>8,300.00</u>		
			18,374.18		
31234	01/10/23	EVOQUA EVOQUA WATER TECHNOLOGIES LLC			2747
		22-00077 ODOR CONTROL	2,295.00		
31235	01/10/23	FAIR ROBIN FAIR			2747
		22-00289 REIMBURSEMENT FOR PRINTER	116.21		
31236	01/10/23	GALETON GALETON, INC.			2747
		22-00292 RAIN GEAR, VESTS, GLOVES	1,301.73		
31237	01/10/23	GATEWAY GATEWAY DINER			2747
		22-00296 LUNCHEON APPRECIATION	330.00		
31238	01/10/23	GENSERVE GENSERVE INC			2747
		22-00116 LOW COOLANT LEVEL SENSOR	363.18		
		22-00228 GENERATOR FOR TRUCK 709	<u>8,875.00</u>		
			9,238.18		
31239	01/10/23	GROVE GROVE SUPPLY, INC.			2747
		22-00290 CLOSET REPAIR KIT	69.34		
31240	01/10/23	HOMEDEPO THE HOME DEPOT			2747
		22-00291 17 GALLON FLIP TOP TOTE	19.98		
31241	01/10/23	INGRAM WILLIAM INGRAM			2747
		23-00010 MEDICAL B COVERAGE	164.90		
31242	01/10/23	INQUIRER THE PHILADELPHIA INQUIRER			2747
		23-00029 YEARLY SUBSCRIPTION	415.80		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
OPERATING		OPERATING ACCOUNT	Continued		
31243	01/10/23	JKRAMER JOSEPH KRAMER 23-00011 MEDICAL B COVERAGE	164.90		2747
31244	01/10/23	LUTHMAN DAVID A. LUTHMAN 23-00012 LEGAL COUNSEL	1,516.67		2747
31245	01/10/23	MACANANY PATRICIA MACANANY 23-00014 HEALTH COVERAGE	308.05		2747
31246	01/10/23	MIDLANTC MID-ATLANTIC ENGINE SPLY CORP 22-00294 BLOCK HEATER FOR PORTABLE GEN	171.06		2747
31247	01/10/23	MM Municipal Maintenance Co. Inc. 22-00221 IMPELLER FOR PMP#1 AT STA #10	3,597.60		2747
31248	01/10/23	NJAMERWA NEW JERSEY AMERICAN WTR CO INC 22-00123 BASE CHARGE & USAGE	169.84		2747
31249	01/10/23	NJAWSTA NEW JERSEY AMERICAN WATER 22-00053 WATER UTILITY	109.30		2747
31250	01/10/23	NJDEP TREASURER, STATE OF NEW JERSEY 23-00044 2023 TIDELANDS LICENSE	100.00		2747
31251	01/10/23	NJFIRE NJ DIVISION OF FIRE SAFETY 23-00033 BFCE REGISTRATION RENEWAL FEE	191.00		2747
31252	01/10/23	NJMVC NEW JERSEY MOTOR VEHICLE COMM 23-00032 2023 MVC ONLINE ACCESS FEE	150.00		2747
31253	01/10/23	NJUAJIF NJ UTILITY AUTHORITIES JIF 23-00026 NJUA JOINT INSURANCE FUND	72,071.00		2747
31254	01/10/23	OCC ONE CALL CONCEPTS, INC. 22-00074 MARK OUTS	183.04		2747
31255	01/10/23	PDOYLE PATRICK J. DOYLE 23-00008 MEDICAL B COVERAGE	164.90		2747
31256	01/10/23	PETTY PETTY CASH 22-00299 REPLENISHMENT REQUEST	192.49		2747
31257	01/10/23	REPUBLIC REPUBLIC SERVICES OF NJ, LLC 23-00038 WASTE CONTAINER DISPOSAL	270.23		2747
31258	01/10/23	RINGRAM RICHARD INGRAM 23-00009 MEDICAL B COVERAGE	329.70		2747
31259	01/10/23	SAMS SAM'S CLUB 22-00298 REPLACEMENT FOR LOST CHK 31171	64.68		2747

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
OPERATING		OPERATING ACCOUNT	Continued		
31260	01/10/23	SCHWER SCHWERING HARDWARE, LLC			2747
		22-00094 SUPPLIES AND EQUIPMENT	199.03		
31261	01/10/23	STEWART STEWART BUSINESS SYSTEMS			2747
		22-00059 PRINTER MAINTENANCE CONTRACT	85.31		
31262	01/10/23	SYSTEM4 SYSTEM 4 OF SOUTHERN NJ			2747
		23-00022 CLEANING SERVICE	360.00		
31263	01/10/23	TIMMER W.E. TIMMERMAN CO., INC.			2747
		22-00288 LOANER BOX PANEL/REAL TRK 709	1,191.31		
		22-00297 TERMINATION/CAMERA VIDEO CABLE	<u>711.16</u>		
			1,902.47		
31264	01/10/23	UNUM UNUM LIFE INSUR CO OF AMERICA			2747
		23-00025 LIFE DISABILITY	1,418.10		
31265	01/10/23	USPOST UNITED STATES POSTAL SERVICE			2747
		23-00028 POSTAGE REFILL	5,000.00		
		23-00040 RENEWAL OF PO BOX RENTAL	<u>332.00</u>		
			5,332.00		
31266	01/10/23	VERIZON VERIZON WIRELESS			2747
		22-00083 SUMMARY ACCOUNT	99.42		
		23-00047 SUMMARY ACCOUNT	<u>316.61</u>		
			416.03		
31267	01/10/23	WATERENV WATER ENVIRONMENT FEDERATION			2747
		22-00300 MEMBERSHIP RENEWAL C.LONGO	117.00		
		23-00046 2023 MEMBERSHIP RENEWAL	<u>481.00</u>		
			598.00		
31268	01/10/23	WBMASON W.B. MASON CO., INC.			2747
		22-00047 OFFICE AND LUNCH ROOM SUPPLIES	654.79		
		23-00036 COFFEE,C-FOLD TOWELS,BATTERIES	<u>215.56</u>		
			870.35		
31269	01/10/23	WESTMONT WESTMONT HARDWARE, INC.			2747
		22-00095 SUPPLIES AND EQUIPMENT	158.22		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	52	0	282,785.16	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	52	0	282,785.16	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	56	0	479,163.86	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	56	0	479,163.86	0.00

A motion was made by Mr. Archible, seconded by Mr. Ellis to approve the balance adjustments. On roll call all Commissioners present voted yes and the motion carried.

See Journals Attached

The Chairman moved to Old Business.

There was no Old Business.

The Chairman moved to New Business.

- A. Resolution 23-18 – Awarding Contract #23-01 – Annual Emergency Sewer System Repairs for 2023 to SAR Automotive Equipment.

A motion was made by Mr. Schofield, seconded by Mr. Archible to approve the contract. On roll call all Commissioners present voted yes and the motion carried.

See Resolution 23-18

- B. Resolution 23-19 – Awarding Contract #23-02 – Annual Emergency Pump Station Repairs for 2023 to Municipal Maintenance, Inc.

A motion was made by Mr. Archible, seconded by Mr. Ellis to approve the contract. On roll call all Commissioners present voted yes and the motion carried.

See Resolution 23-19

- C. Resolution 23-20 – Awarding Contract 23-03 – Annual Service Contract for the Maintenance of Air Scrubber Systems Installed at Pump Stations 1 & 6 for the Fiscal Year 2023 to Evoqua Water Technologies.

A motion was made by Mr. Ellis, seconded by Mr. Schofield to approve the contract. On roll call all Commissioners present voted yes and the motion carried.

See Resolution 23-20

- D. Resolution 23-21 – Authorizing the Renewal of an Agreement Between the National Purchasing Cooperative Known as National Buyboard and the Pennsauken Sewerage Authority for Fiscal Year 2023.

A motion was made by Mr. Schofield, seconded by Mr. Ellis Authorizing the Renewal of an Agreement Between the National Purchasing Cooperative Known as National Buyboard and the Pennsauken Sewerage Authority for the Fiscal Year 2023. On roll call all Commissioners present voted yes and the motion carried.

See Resolution 23-21



December 29, 2022  
09:05 AM

PENNSAUKEN SEWERAGE AUTHORITY  
Utility Balance Adjustment Batch Update Report

Page No: 1

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Batch: CINDY Updated Entries: 1 Updated Principal: 1.35- Updated Penalty: 0.00 Ref Num: 239

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23970

December 29, 2022  
09:04 AM

PENNSAUKEN SEWERAGE AUTHORITY  
Utility Balance Adjustment Verification Listing for Batch: CINDY

Page No: 1

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Batch Id: CINDY

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Account Id Name	Service	Adj Code	Bill Code Transaction Type	Yr Prd	Principal Description	Penalty	Total	Date	Se
90188000-0 HILBERT, MEGAN	Sewer	104		22 3	1.35- Balance Adjustment REMOVE PENALTIES ADDED 12/1/22	0.00	1.35-	12/29/22	

January 3, 2023  
11:23 AM

PENNSAUKEN SEWERAGE AUTHORITY  
Utility Balance Adjustment Batch Update Report

Page No: 1

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Batch: CINDY Updated Entries: 1 Updated Principal: 0.00 Updated Penalty: 23.83- Ref Num: 23992

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January 3, 2023  
11:19 AM

PENNSAUKEN SEWERAGE AUTHORITY  
Utility Balance Adjustment Verification Listing for Batch: CINDY

Page No: 1

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Batch Id: CINDY

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Account Id	Service	Adj Code	Bill Code	Yr Prd	Principal	Penalty	Total	Date	Seq
Name			Transaction	Type	Description				
90297208-0	Sewer	104		22 12	0.00	23.83-	23.83-	01/03/23	1
RKW HOLDINGS LLC & B I FOODS			Balance Adjustment		PENALTY ADDED IN ERROR				

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY TO AWARD THE  
ANNUAL EMERGENCY SEWER SYSTEMS REPAIRS  
CONTRACT 23-01**

**WHEREAS**, the Pennsauken Sewerage Authority (hereinafter referred to as “Authority”) having met in Reorganization session on January 10, 2023; and

**WHEREAS**, the Authority, from time to time, requires assistance from a third party vendor for emergency repair work to the sewer system; and

**WHEREAS**, the Authority cannot, with any reasonable degree of certainty, predict the nature or amount of emergency repair work, can authorize such repair work without prior competitive bidding or quotes, but desires to avoid the use of third party vendors without receiving contractually binding prices for the most commonly required manpower and equipment and contractually binding terms regarding response time and other issues of major concern; and

**WHEREAS**, the Authority has duly advertised for and received bids; and

**WHEREAS**, one qualified bid was received from SAR Automotive Equipment in the amount of \$363,475.00; and

**NOW, THEREFORE, BE IT RESOLVED** that the Pennsauken Sewerage Authority shall enter a contract with **SAR Automotive Equipment** in an amount of Three hundred sixty-three thousand, four hundred seventy-five dollars (\$363,475.00) for the Annual Emergency Sewer Systems Repairs.

  
\_\_\_\_\_  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
TO AWARD THE ANNUAL EMERGENCY PUMP STATION REPAIRS  
CONTRACT 23-02**

**WHEREAS**, the Pennsauken Sewerage Authority (“PSA”) having met at their Reorganization Meeting on January 10, 2023; and

**WHEREAS**, the PSA desires to enter an appropriate contract(s) for Annual Emergency Pump Station Repairs and having duly advertised for and receiving bids for same; and

**WHEREAS**, one qualified bid was received from Municipal Maintenance, Inc. in the amount of \$188,775.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the Pennsauken Sewerage Authority shall enter a contract with Municipal Maintenance, Inc. in an amount of One hundred eighty-eight thousand, seven hundred seventy-five dollars (\$188,775.00) for the Annual Emergency Pump Station Repairs.

  
\_\_\_\_\_  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY TO AWARD THE SERVICE CONTRACT FOR THE MAINTENANCE OF ODOR CONTROL SYSTEMS INSTALLED AT PUMP STATIONS 1 & 6 CONTRACT NO. 23-03**

**WHEREAS**, the Pennsauken Sewerage Authority having met in the Reorganization session of January 11, 2022; and

**WHEREAS**, the Pennsauken Sewerage Authority desires to enter an appropriate service contract(s) for the maintenance of air scrubber systems installed at pump stations 1 & 6 and having duly advertised for and receiving bids for same; and

**WHEREAS**, one qualified bid was received from Evoqua Water Technologies.

**NOW, THEREFORE, BE IT RESOLVED**, that the Pennsauken Sewerage Authority shall enter a contract with **Evoqua Water Technologies** in an amount of Twenty-nine thousand, eight hundred twenty dollars (\$29,820.00) for the Maintenance of Air Scrubber Systems at Pump Stations 1 & 6 for the fiscal year 2023.



---

Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN SEWERAGE  
AUTHORITY AUTHORIZING THE RENEWAL OF AN  
AGREEMENT BETWEEN THE NATIONAL PURCHASING  
COOPERATIVE KNOWN AS NATIONAL BUYBOARD AND  
THE PENNSAUKEN SEWERAGE AUTHORITY FOR FISCAL YEAR 2023**

**WHEREAS**, the Pennsauken Sewerage Authority (hereinafter referred to as “Authority”) having met for the purpose of Reorganization on January 10, 2023; and

**WHEREAS**, the Authority became a member of the National Purchasing Cooperative (“Cooperative”) known as National BuyBoard (“BuyBoard”) effective with Resolution 21-23 dated 6/15/21; and

**WHEREAS**, the Authority entered into the Cooperative by executing a National Purchasing Cooperative Organizational Interlocal Agreement (“Agreement”) dated 6/18/21 that automatically renews each year for a term of one year.

**NOW, THEREFORE, BE IT RESOLVED**, PSA authorizes the renewal of the attached Agreement for the fiscal year 2023; and

**BE IT FURTHER RESOLVED**, that the execution of this Resolution is conclusive evidence of the Authority’s approval of this action and of the authority granted herein. PSA warrants that it has, and at the time of this action had, full power and lawful authority to adopt this resolution.

  
\_\_\_\_\_  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**



## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by



mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:**

By: Valarini M. Cash  
Director, Member & Leadership Services  
National School Boards Association  
On behalf of the National Purchasing Cooperative

Date: 7/1/2021

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

Pennsauken Sewerage Authority

(Name of Local Government)

By: Bill Orth  
Signature of authorized representative of Cooperative Member

Date: 6/18/21

Bill Orth, Executive Director

Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

Anthony Figueroa

Name

Superintendent

Title

1250 John Tipton Blvd., P O Box 518

Mailing Address

Pennsauken

City

NJ

08110

State

Zip Code

856-663-5542

Telephone

856-663-5718

Fax

afigueroa@psewer.com

Email

E. Resolution 23-22 – Authorizing the Execution of a Professional Services Agreement with Bowman & Company.

A motion was made by Mr. Schofield, seconded by Mr. Archible, Authorizing the Execution of a Professional Services Agreement with Bowman & Company. On roll call all Commissioners present voted yes and the motion carried.

See Resolution 23-22

F. Resolution 23-23 - Authorizing a Budget Transfer for F/Y 2022.

A motion was made by Mr. Archible, seconded by Mr. Ellis Authorizing a Budget Transfer for F/Y 2022. On roll call all Commissioners present voted yes and the motion carried.

See Resolution 23-23

G. Resolution 23-24 – Dedicating the James J. Pennestri Conference Room.

A motion was made by Mrs. McKenna, seconded by Mr. Schofield Dedicating the James J. Pennestri Conference Room. On roll call all Commissioners present voted yes and the motion carried.

See Resolution No. 23-24

The Chairman asked the Treasurer, Marco DiBattista, for his report.

See Treasurer's Report

The Chairman asked the Superintendent, Anthony Figueroa, for his report.

See Superintendent's Report

The Chairman asked for the Engineer's reports.

Dennis Yoder from Remington and Vernick Engineers had nothing further to report but thanked the Commissioners for the reappointment of Remington & Vernick as one of the Authority's Engineers.

The Chairman asked the Commissioners for any reports.

The Commissioners had nothing further to report.

The Chairman asked the Solicitor, David Luthman, for his report.

Mr. Luthman had nothing to report.

The Chairman asked the Executive Director, Mr. Orth, for his report.

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT WITH BOWMAN & COMPANY**

**WHEREAS**, the Pennsauken Sewerage Authority (“Authority”) has agreed to provide a Section 125 Cafeteria Plan (“Plan”) for its employees for the 2023 plan year; and

**WHEREAS**, in connection therewith it requires the services of a professional public account and consultant to assist in the administration of the Plan; and

**WHEREAS**, the Authority advertised and issued Requests for Proposals for public accounting services and reviewed and analyzed proposals received in response for responsiveness, qualification and ability to meet the Authority’s needs; and

**WHEREAS**, Bowman & Company (“Bowman”) submitted a qualified proposal and the Authority having awarded a professional services contract accordingly, and

**WHEREAS**, Bowman has offered to extend its services for the purpose of assisting the Authority with the administration of the Plan as set forth in a proposal dated October 24, 2022 (“Proposal”) the terms of which are incorporated herein by reference; and

**WHEREAS**, the Authority’s budget for professional services is sufficient to meet the obligations it will incur in connection with the Proposal; and

**WHEREAS**, the agreement is awarded through a fair and open process, in accordance with N.J.S.A. 19:44A-20.4, et seq.; and so

**THEREFORE, BE IT RESOLVED** by the Pennsauken Sewerage Authority that it authorizes the approval of the Proposal for those services related to its Section 125 Cafeteria Plan; and

**BE IT FURTHER RESOLVED** that this be classified as an extraordinary and unspecifiable service and professional service for the reasons described above, and as such not subject to the bid

provisions of the Local Public Contracts Law and Staff is hereby directed and authorized to execute the Proposal and take all other actions incidental thereto.

  
\_\_\_\_\_  
Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

October 24, 2022

William Orth, Executive Director  
Pennsauken Sewerage Authority  
1250 John Tipton Boulevard  
Pennsauken, NJ 08110-2321

Dear Mr. Orth:

This letter is to confirm and specify the terms of our engagement with the Pennsauken Sewerage Authority for their Section 125 Cafeteria Plan for the 2023 Plan Year and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are performed to confirm the arrangements.

We will provide the following services:

- \* Attendance at an employee informational meeting and enrollment meeting, if requested;
- \* Record keeping of individual contributions to the plan, ordinary allowable claim review and preparation of advice to Payroll Department when applicable;
- \* We can accommodate debit cards, direct deposit, checks and processing through payroll;
- \* Employer and Employee access to Web-Portal for account review;
- \* Various Employer reports to be emailed to Administrator;
- \* Statements will be emailed or mailed to participants monthly;
- \* Testing to assure Plan complies with Internal Revenue Service Non-Discrimination Rules;
- \* Technical updates and management consulting relative to the plan.

We will use professional judgment in resolving questions or where there may be conflicts between the authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

The Internal Revenue Service and the Department of Labor may select your Plan for review. Any proposed corrective adjustments by the examining agent are subject to certain rights of appeal. In the event of such government examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.



Our fee for these services will be as follows:

Our professional fees for setting up plan software and all related communication materials:

- Yearly renewal fee \$275.00

Cafeteria Plan services which includes record keeping of contributions, tracking of disbursements, communication with payroll department regarding disbursements, discrimination testing and coordination of open enrollment process.

Up to 26 Participants Standard hourly billing rates below  
26+ Participants \$4.00/per participant per month

Other services, such as attendance at employee informational meetings, if requested, will be based upon the amount of time required at our standard hourly billing rates as listed below:

Partner	\$260.00
Senior Manager	189/209/239.00
Manager	154.00
Senior	128.00
Associate	108.00
Intern/Co-op	75.00
General Administration/ Report Processing	50.00

All invoices are due and payable upon presentation. This engagement letter relates only to the plan specified above. If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,


BOWMAN & COMPANY LLP



Michelle E. Gasiorowski

MEG :rmk  
Enclosure

APPROVED: January 10, 2023

BY:   
Bill Orth, Executive Director

DATE: 1/10/23

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY  
AUTHORIZING A BUDGET TRANSFER FOR F/Y 2022**

**WHEREAS**, the Pennsauken Sewerage Authority having met at the Reorganization Meeting on January 10, 2023; and

**WHEREAS**, the Authority budget for the year ending December 31, 2022 was adopted on February 15, 2022; and

**WHEREAS**, N.J.A.C. 5:31-2.8 provides that all amendments to the budget shall be approved and adopted by resolution of the Authority, passed by not less than a majority of the full membership; and

**WHEREAS**, the Authority's Treasurer has found it necessary to increase certain line items and recommends amendments to its budget for fiscal year ending December 31, 2022; and

**WHEREAS**, the Treasurer has determined there are funds in excess of amounts required to meet expenditures through the end of the fiscal year in certain line items.

**NOW, THEREFORE, BE IT RESOLVED** that the following transfers be made to the adopted budget of the Pennsauken Sewerage Authority for its fiscal year ending December 31, 2022.

**2022 BUDGET TRANSFER  
OFFICIAL RESOLUTION WILL BE PRESENTED AT  
MEETING**

<b>ACCOUNT</b>	<b>FROM</b>	<b>TO</b>
PERS	\$ 10,000.00	\$
Public Officials Liability	4,700.00	
Auditing Fees		11,000.00
Postage		1,600.00
Miscellaneous Exp		1,000.00
Education/Seminars		1,100.00
<b>ADMIN</b>	<u>\$ 14,700.00</u>	<u>\$ 14,700.00</u>
PERS	\$ 10,000.00	
Ins – General Liability	4,200.00	
Workers Comp	7,000.00	
Auto		1,200.00
Fuel, Oil & Mileage Exp		20,000.00
<b>O &amp; M</b>	<u>\$ 21,200.00</u>	<u>\$ 21,200.00</u>

**BE IT FURTHER RESOLVED** that two certified copies of this complete amendment and resolution be filed forthwith with the Director of Division of Local Government Services for his certification of the Authority Budget so amended.

### CERTIFICATION

It is hereby certified that this is a true copy of a Resolution amending the budget, adopted by the Governing body on the 10<sup>th</sup> day of January, 2023.



Bill Orth, Secretary

### ROLL CALL:

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**RESOLUTION OF THE PENNSAUKEN  
SEWERAGE AUTHORITY DEDICATING  
THE JAMES J. PENNESTRI CONFERENCE ROOM**

**WHEREAS**, James J. Pennestri passed from this life on August 29, 2022 at the age of 87 years; and

**WHEREAS**, Jim was a man of service to his town, county and country including, as a veteran of the US Army, as an official within the Office of Aging in the State Department of Community Affairs, as an aid to US Senator Bill Bradley, as a member of the Pennsauken Board of Education, as a member of the Knights of Columbus, as a member of the Saint Stephen Parish and, as a member of the Board of Commissioners for the Pennsauken Sewerage Authority since February, 1997; and

**WHEREAS**, Jim was a beloved Uncle, Brother and friend always seeking ways to make better the lives of those around him; and

**WHEREAS**, it is appropriate that the Pennsauken Sewerage Authority provide a lasting memorial to this great man.

**NOW THEREFORE BE IT RESOLVED**, that the conference room at the offices of the Pennsauken Sewerage Authority be dedicated to the memory of James J. Pennestri and be named in his honor.



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Bill Orth, Secretary

**ROLL CALL:**

Mr. Oren Lutz – Yes  
Mr. Gregory Schofield – Yes  
Mr. Dennis Archible – Yes  
Mr. Timothy Ellis – Yes  
Mrs. Marie McKenna – Yes

**ADOPTED: January 10, 2023**

**PENNSAUKEN SEWERAGE AUTHORITY**  
**REVENUES-JANUARY 1, 2022 - DECEMBER 31, 2022**  
**FOR MONTH OF DECEMBER**

<u>ACC'T TITLE</u>	<u>BUDGET</u>	<u>MTD COLL.</u>	<u>YTD COLL.</u>	<u>MTD BILLINGS</u>	<u>YTD BILLINGS</u>
4001 RESIDENTIAL	2,750,000.00	\$ 91,463.53	\$ 2,558,818.74	\$ 383.40	\$ 2,780,988.76
4004 COMMERCIAL	1,390,000.00	\$ 55,642.12	\$ 1,406,712.29	\$ 34,143.43	\$ 1,276,265.08
4005 PENALTY	45,000.00	\$ 1,959.56	\$ 79,709.41	\$ 7,004.84	\$ 65,806.03
4002 MERCH	205,000.00	\$ 102,453.04	\$ 204,844.04	\$ 102,453.04	\$ 204,844.04
4003 C/H	32,000.00		\$ 31,878.80		\$ 31,878.80
4012 OTHER INCOME	3,000.00	\$ 75.00	\$ 1,081.00		\$ 1,081.00
4013 INVEST INT	5,000.00	\$ 821.06	\$ 3,275.17		\$ 3,275.17
4014 TRUSTEE INT	15,000.00	\$ 42.23	\$ 1,145.25		\$ 1,145.25
4016 PERMITS (RES)	45,000.00	\$ 100.00	\$ 52,250.00		\$ 52,250.00
4019 PERMITS (COMM)	10,000.00		\$ 200.00		\$ 200.00
4021-PERMITS (MERCH)	1,000.00		\$ -		\$ -
4020-JIF INS PREMIUM	12,000.00		\$ -		\$ -
4017-18- FILING-INSP.	\$500.00	\$15.00	\$ 90.00		\$ 90.00
Anticipated Balance	-				
<b>TOTALS</b>	<b>4,513,500.00</b>	<b>252,571.54</b>	<b>4,340,004.70</b>	<b>143,984.71</b>	<b>4,417,824.13</b>
		<b>BUDGET</b>	<b>MTD</b>	<b>YTD</b>	<b>REMARKS</b>
<b>ASSETS/CAPITAL</b>		<b>\$ 90,000.00</b>	<b>\$ 2,428.64</b>	<b>\$ 197,570.83</b>	

<u>CASH BALANCES</u>	<u>AMOUNT</u>
GENERAL CHECKING	\$2,142,992.89
PAYROLL	\$6,138.67
REVENUE	\$ 11.18
DEBT. SERVICE	\$ -
DEBT. SERV. RESERVE	\$ 59,963.36
R & R	\$ 280,818.74
GENERAL	\$ 121,529.16

**Investments under Trustee Accounts:**

57,010.02 CD with 1st Colonial Bank @ .35% - MATURES 11/07/23  
197,134.57 CD with 1st Colonial Bank @ .50% - MATURES 12/24/23  
83,290.20 CD with 1st Colonial Bank @ 35% - Matures 01/29/23  
109,543.18 CD with 1st Colonial Bank @ 35% - Matures 01/29/23  
15,344.47 Money Market

Revenue Account Range: 01-00-410-001 to 01-00-430-001  
 Expend Account Range: 01-01-510-500 to 01-03-600-002  
 Print Zero YTD Activity: No  
 Include Non-Anticipated: No  
 Include Non-Budget: Yes  
 Year To Date As of: 12/31/22  
 Current Period: 12/01/22 to 12/31/22  
 Prior Year: 12/01/21 to 12/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
01-00-410-001	Residential	358.25	2,750,000.00	383.40	2,780,988.76	0.00	30,988.76	101
01-00-410-002	Merchantville	102,238.55	205,000.00	102,453.04	204,844.04	0.00	155.96	100
01-00-410-003	Cherry Hill	0.00	32,000.00	0.00	31,878.80	0.00	121.20	100
01-00-410-004	Commercial	18,425.00	1,390,000.00	34,143.43	1,276,265.08	0.00	113,734.92	92
01-00-410-005	A/R Penalty	6,233.54	45,000.00	7,004.84	65,806.03	0.00	20,806.03	146
01-00-415-001	Permits- Residential	400.00	45,000.00	100.00	52,250.00	0.00	7,250.00	116
01-00-415-002	Permits - Commercial	0.00	10,000.00	0.00	200.00	0.00	9,800.00	2
01-00-415-003	Permits - Merchantville	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-00-420-001	Other Income	275.00	3,000.00	75.00	1,081.00	0.00	1,919.00	36
01-00-420-002	Application and Inspection Fees	0.00	500.00	15.00	90.00	0.00	410.00	18
01-00-420-004	JIF Insurance Premium Refund	0.00	12,000.00	0.00	0.00	0.00	12,000.00	0
01-00-425-001	Interest from Operating Fund	153.48	5,000.00	821.06	3,275.17	0.00	1,724.83	66
01-00-425-002	Interest from Trustee Accounts	7,261.30	15,000.00	42.23	1,145.25	0.00	13,854.75	8
	01 OPERATING REVENUES Revenue Total	135,345.12	4,513,500.00	145,038.00	4,417,824.13	0.00	95,675.87	98
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-01-510-500	ADMINISTRATION SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-01-510-501	ADMIN PSA Management	22,680.00	310,000.00	23,680.00	307,607.20	0.00	2,392.80	99
01-01-510-502	ADMIN Office Staff	24,226.50	320,000.00	24,528.00	282,827.00	0.00	37,173.00	88
01-01-510-503	ADMIN: Commissioners	1,500.00	18,000.00	1,500.00	18,000.00	0.00	0.00	100
01-01-510-600	ADMINISTRATION FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-01-510-601	ADMIN: PERS/Employers Liabtl	0.00	145,000.00	0.00	134,888.00	0.00	10,112.00	93
01-01-510-602	ADMIN: FICA/SOCIAL SECURITY/MEDICARE	2,904.04	55,500.00	2,212.73	49,177.14	0.00	6,322.86	89
01-01-510-603	ADMIN: SUI/SDI/FLI	18.75	6,000.00	91.84	3,975.23	0.00	2,024.77	66
01-01-510-604	ADMIN: Hospital Benefits	1,050.55	145,000.00	988.45	138,413.04	0.00	6,586.96	95
01-01-510-605	ADMIN: Vision, Dental & RX	1,058.04	54,500.00	1,458.33	49,512.07	0.00	4,987.93	91
01-01-510-607	ADMIN: Sick/Vac Payback	11,375.00	73,000.00	0.00	66,667.40	0.00	6,332.60	91
01-01-510-700	ADMINISTRATION OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-01-510-721	ADMIN: Legal Fees	1,516.63	20,000.00	1,516.63	18,200.00	0.00	1,800.00	91
01-01-510-722	ADMIN: Audit	0.00	37,000.00	0.00	47,920.00	0.00	10,920.00	130
01-01-510-723	ADMIN: Other Professional Fees	0.00	20,000.00	0.00	13,609.60	0.00	6,390.40	68
01-01-510-736	ADMIN: Public Officials Liab.	0.00	15,000.00	0.00	7,916.00	0.00	7,084.00	53
01-01-510-750	ADMIN: Office Supplies & Expense	931.99	15,000.00	1,376.02	6,998.37	0.00	8,001.63	47
01-01-510-751	ADMIN: Postage	0.00	10,000.00	0.00	11,578.82	0.00	1,578.82	116
01-01-510-752	ADMIN: Advertising & Printing	5,453.13	15,000.00	43.79	2,776.93	0.00	12,223.07	19

PENNSAUKEN SEWERAGE AUTHORITY  
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-01-510-753	ADMIN: Telephone	2,150.15	22,000.00	1,753.66	21,029.98	0.00	970.02	96
01-01-510-754	ADMIN: Miscellaneous Exp	0.00	3,000.00	129.36	3,297.75	0.00	297.75-	110
01-01-510-755	ADMIN: Service Contracts	346.52	25,000.00	377.02	14,348.28	0.00	10,651.72	57
01-01-510-756	ADMIN: Equipment Rental	0.00	3,500.00	0.00	2,989.56	0.00	510.44	85
01-01-510-757	ADMIN: Building Utilities	2,333.11	25,000.00	346.66	18,860.15	0.00	6,139.85	75
01-01-510-758	ADMIN: Building Exp. & Repairs	1,981.45	25,000.00	495.31	7,933.60	0.00	17,066.40	32
01-01-510-759	ADMIN: Financial Exp	0.00	2,000.00	0.00	1,940.00	0.00	60.00	97
01-01-510-760	ADMIN: Bad Debt Exp	0.00	500.00	0.00	0.00	0.00	500.00	0
01-01-510-762	ADMIN: Education/Dues	0.00	10,000.00	117.00	10,897.91	0.00	897.91-	109
01-01-510-763	ADMIN: Civic Involvement	0.00	182,500.00	150,000.00	165,000.00	0.00	17,500.00	90
01-02-520-500	COST OF SERVICE SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-02-520-505	O&M: Union Salaries	74,621.30	950,000.00	77,713.12	938,176.99	0.00	11,823.01	99
01-02-520-506	O&M: Management Salaries	13,440.00	180,000.00	13,704.00	178,086.00	0.00	1,914.00	99
01-02-520-600	COST OF SERVICE FRINGE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00	0
01-02-520-601	O&M: PERS	0.00	145,000.00	0.00	134,888.00	0.00	10,112.00	93
01-02-520-602	O&M: FICA/SOCIAL SECURITY/MEDICARE	6,551.38	100,000.00	7,507.93	83,985.63	0.00	16,014.37	84
01-02-520-603	O&M: SUI/SDI/FLI	46.18	8,500.00	0.00	6,648.49	0.00	1,851.51	78
01-02-520-604	O&M: Hospitalization benefits	1,633.50	345,000.00	578.30	288,042.36	0.00	56,957.64	83
01-02-520-605	O&M: Vision, Dental & Rx	1,442.65	110,000.00	2,464.55	97,125.09	0.00	12,874.91	88
01-02-520-607	O&M: Sick/vac Payback	1,420.00	90,000.00	10,278.00	51,095.75	0.00	38,904.25	57
01-02-520-608	O&M: Uniform Exp.	210.00	8,000.00	0.00	1,849.95	0.00	6,150.05	23
01-02-520-700	COST OF SERVICE OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-02-520-711	O&M: Engineer Fees	2,396.34	25,000.00	1,997.50	3,526.25	0.00	21,473.75	14
01-02-520-731	O&M: General Liability/Auto Ins	0.00	32,000.00	0.00	27,419.00	0.00	4,581.00	86
01-02-520-732	O&M: Worker's Comp Insurance	0.00	65,000.00	0.00	57,914.00	0.00	7,086.00	89
01-02-520-733	O&M: Property/Insurance	0.00	32,000.00	0.00	33,191.00	0.00	1,191.00-	104
01-02-520-735	O&M: Fund Expense (JIF)	0.00	10,000.00	0.00	6,997.00	0.00	3,003.00	70
01-02-520-741	O&M: Uninsured Liabilities	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
01-02-520-755	O&M: Service Contracts	4,290.00	30,000.00	2,295.00	25,195.00	0.00	4,805.00	84
01-02-520-764	O&M: Station utilities	21,288.12	175,000.00	117.44	131,995.03	0.00	43,004.97	75
01-02-520-765	O&M: Trash Removal	0.00	10,000.00	0.00	4,267.42	0.00	5,732.58	43
01-02-520-766	O&M: Oper & Maint Expense	2,831.58	45,000.00	10,419.73	31,425.33	0.00	13,574.67	70
01-02-520-767	O&M: Safety Expense	992.89	5,000.00	1,301.73	3,522.22	0.00	1,477.78	70
01-02-520-768	O&M: Landscaping	0.00	5,000.00	0.00	952.45	0.00	4,047.55	19
01-02-520-769	O&M: Vehicle & Repair Exp	717.05	20,000.00	1,594.79	19,165.58	0.00	834.42	96
01-02-520-770	O&M: Fuel/Tolls/Mileage Exp	6,229.17	30,000.00	0.00	33,317.66	0.00	3,317.66-	111
01-02-520-771	O&M: Collection system Expense	1,019.98	73,350.00	3,596.44	43,763.78	0.00	29,586.22	60
01-02-520-772	O&M: Emergency Repairs	0.00	192,000.00	0.00	28,532.00	0.00	163,468.00	15
01-02-520-773	O&M: Emergency Station Repairs	14,336.84	192,000.00	3,597.60	22,105.44	0.00	169,894.56	12
01-02-520-774	O&M: Chemicals	0.00	6,875.00	0.00	0.00	0.00	6,875.00	0



Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-02-520-775	0&M Permits & Licensing	414.38	6,000.00	0.00	1,765.02	0.00	4,234.98	29
01-03-600-001	Bond Debt (Principal)	0.00	50,550.00	0.00	49,541.88	0.00	1,008.12	0
01-03-600-002	Bond Debt (Interest)	0.00	4,725.00	0.00	4,520.00	0.00	205.00	0
	<b>01 OPERATING FUND Expend Total</b>	<b>233,407.22</b>	<b>4,513,500.00</b>	<b>347,780.93</b>	<b>3,715,378.35</b>	<b>0.00</b>	<b>798,121.65</b>	<b>81</b>

01 OPERATING FUND		Prior	Current	YTD
Revenues:		135,345.12	145,038.00	4,417,824.13
Expended:		233,407.22	347,780.93	3,715,378.35
Net Income:		98,062.10-	202,742.93-	702,445.78

Grand Totals		Prior	Current	YTD
Revenues:		135,345.12	145,038.00	4,417,824.13
Expended:		233,407.22	347,780.93	3,715,378.35
Net Income:		98,062.10-	202,742.93-	702,445.78

## Superintendent's Report

Meeting of January 10,2023

All components of the sanitary sewage collection system are operating properly.

In regular and preventative maintenance we flushed 32,645 feet of gravity sewer main.0 feet was root cut and 779 feet was inspected using our CCTV equipment. We performed 115 utility mark outs. We responded to 54 calls for service. The call breakdown is as follows:

Main Line stoppages:	1
Vent stoppages:	24
Station alarms:	13
Miscellaneous services:	16

Respectfully submitted,



Anthony Figueroa  
Superintendent

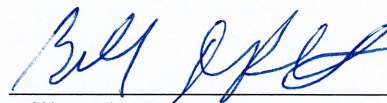
Mr. Orth had nothing further to report.

Correspondence:

No Correspondence

As there were no items of personnel or litigation, Mr. Lutz requested a motion to adjourn. A motion was made by Mr. Archible, seconded by Mr. Ellis to adjourn. On roll call all Commissioners present voted yes and the motion carried.

Respectfully Submitted,



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Bill Orth, Secretary