

Meeting of October 18, 2022

The Chairman, Oren Lutz, called the meeting of the Pennsauken Sewerage Authority to order at 4:00 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..

The Chairman 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.

The Chairman asked for roll call. The following Commissioners were present:

Mr. Oren Lutz
Mr. Gregory Schofield
Mr. Dennis Archible

Also present were:

William Orth, Executive Director
Mr. David Luthman, Solicitor
Marco DiBattista, Asst. Director/Treasurer
Anthony Figueroa, Superintendent

Absent was:

Mr. Timothy Ellis
Mrs. Marie McKenna

The Chairman 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. Archible, and carried to close the public portion of the meeting.

The minutes of the meeting of September 20, 2022 were presented for approval.

A motion was made by Mr. Schofield, 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 \$244,523.60.

A motion was made by Mr. Schofield, seconded by Mr. Archible 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 Bill Adjustment Nos. 3970 and 3973 and Balance Adjustment Nos.23473, 23478, 23550, 23551, 23553 and 23554 were presented for approval.

OCTOBER 18, 2022

PENNSAUKEN SEWERAGE AUTHORITY

MEETING FIGURE:

\$244,523.60

Range of Checking Accts: OPER MAN WIRE to OPERATING Range of Check Dates: 09/21/22 to 10/18/22
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
OPER MAN WIRE OPERATING MANUAL WIRES/TRANS					
3470	09/27/22	PAYROLL PAYROLL ACCOUNT	74,474.97	09/30/22	2709
3471	10/03/22	PAYROLL PAYROLL ACCOUNT	33,798.17		2711
3472	10/11/22	PAYROLL PAYROLL ACCOUNT	34,618.68		2713
3743	10/17/22	PAYROLL PAYROLL ACCOUNT	33,421.52		2715

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	176,313.34	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	176,313.34	0.00

OPERATING	OPERATING ACCOUNT	Amount Paid	Ref Num
31066	10/18/22 ADVANCE ADVANCE AUTO PARTS	297.40	2717
31067	10/18/22 BARTUK BARTUK HOSE & HYDRAULICS	99.90	2717
31068	10/18/22 BELSITOR RICHARD J BELSITO	340.20	2717
31069	10/18/22 CCMUA CAMDEN COUNTY MUA	88.00	2717
31070	10/18/22 COMCAST COMCAST	346.66	2717
31071	10/18/22 CUMMINGS JAMES J. CUMMINGS, JR.	170.10	2717
31072	10/18/22 DELTA DELTA DENTAL OF NJ, INC.	4,374.53	2717
31073	10/18/22 DOYLE James J. Doyle	170.10	2717
31074	10/18/22 ELITE ELITE POWER SYSTEMS,LLC	749.70	2717
31075	10/18/22 EVOQUA EVOQUA WATER TECHNOLOGIES LLC	2,295.00	2717
31076	10/18/22 GKEICH GARY KEICH	170.10	2717
31077	10/18/22 GRAINGER GRAINGER	232.83	2717
31078	10/18/22 INGRAM WILLIAM INGRAM	170.10	2717
31079	10/18/22 JAYSTIRE JAY'S TIRE SERVICE LLC	295.00	2717
31080	10/18/22 JKRAMER JOSEPH KRAMER	170.10	2717
31081	10/18/22 LOUGHERY BERNADETTE A LOUGHERY	170.10	2717
31082	10/18/22 LUTHMAN DAVID A. LUTHMAN	1,516.67	2717
31083	10/18/22 MACANANY PATRICIA MACANANY	308.05	2717
31084	10/18/22 MM Municipal Maintenance Co. Inc.	1,096.25	2717
31085	10/18/22 MOWER THE MOWER SHOP LLC	43.73	2717
31086	10/18/22 NATBATRY NATIONAL BATTERY COMPANY	259.88	2717
31087	10/18/22 NJ LABOR STATE OF NEW JERSEY	197.19	2717
31088	10/18/22 NJAWSTA NEW JERSEY AMERICAN WATER	140.79	2717
31089	10/18/22 NJWE NJ WATER ENVIRONMENT ASSOC.	1,080.00	2717
31090	10/18/22 OCC ONE CALL CONCEPTS, INC.	366.08	2717
31091	10/18/22 ORTH WILLIAM ORTH	159.34	2717
31092	10/18/22 PDOYLE PATRICK J. DOYLE	170.10	2717
31093	10/18/22 PFLUGFEL DEBORAH PFLUGFELDER	170.10	2717
31094	10/18/22 PSEG PUBLIC SERVICE ELEC & GAS CO.	15,057.85	2717
31095	10/18/22 R ORTH ORTH, REGINA	340.20	2717
31096	10/18/22 REBUILT REBUILT PARTS COMPANY	1,016.86	2717
31097	10/18/22 REPUBLIC REPUBLIC SERVICES OF NJ, LLC	270.23	2717
31098	10/18/22 RINGRAM RICHARD INGRAM	340.20	2717
31099	10/18/22 SAR SAR AUTOMOTIVE EQUIPMENT	4,460.00	2717
31100	10/18/22 STEWART STEWART BUSINESS SYSTEMS	85.31	2717
31101	10/18/22 SYSTEM4 SYSTEM 4 OF SOUTHERN NJ	360.00	2717
31102	10/18/22 TILLING THOMAS M TILLINGHAST	238.10	2717
31103	10/18/22 TWPPENN TOWNSHIP OF PENNSAUKEN	22,814.91	2717
31104	10/18/22 UNIFIRST UNIFIRST FIRST AID CORP	135.44	2717

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
OPERATING		OPERATING ACCOUNT	Continued		
31105	10/18/22	UNUM UNUM LIFE INSUR CO OF AMERICA	1,475.83		2717
31106	10/18/22	USABLUE USA BLUEBOOK	644.46		2717
31107	10/18/22	VERIZOFF VERIZON	1,337.79		2717
31108	10/18/22	VERIZON VERIZON WIRELESS	316.91		2717
31109	10/18/22	VOADV VOADV	2,739.00		2717
31110	10/18/22	WBMASON W.B. MASON CO., INC.	824.55		2717
31111	10/18/22	WESTMONT WESTMONT HARDWARE, INC.	32.37		2717
31112	10/18/22	WORKNET WORKNET	72.25		2717
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	47	0	68,210.26
		Direct Deposit:	0	0	0.00
		Total:	47	0	68,210.26
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	51	0	244,523.60
		Direct Deposit:	0	0	0.00
		Total:	51	0	244,523.60

A motion was made by Mr. Archible, seconded by Mr. Schofield to approve the Bill and 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 No. 22-37 - Approval of Budget Figures for 2023 to be added to State Forms.

A motion was made by Mr. Archible, seconded by Mr. Schofield to approve the budget figures for 2023 to be added to State forms. On roll call all Commissioners present voted yes.

See Resolution No. 22-37 and Budget Forms
for 2023

B. Resolution No. 22-34 - Authorizing Execution of an Agreement to Become a Member of Sourcewell (A National Co-Op)

A motion was made by Mr. Archible, seconded by Mr. Schofield to approve Resolution No. 22-34 Authorizing Execution of an Agreement to Become a Member of Sourcewell (A National Co-Op). On roll call all Commissioners present voted yes.

See Resolution No. 22-34

C. Resolution No. 22-35 – Authorizing the Award of an Emergency Contract for the Purchase and Installation of a New Kohler 230REOZJE Generator for Pump Station #10 to Kinsley Power Systems, Sourcewell Contract #12617KOH.

A motion was made by Mr. Schofield, seconded by Mr. Archible to approve Resolution No. 22-35 Authorizing the Award of an Emergency Contract for the Purchase and Installation of a New Kohler 230REOZJE Generator for Pump Station #10 to Kinsley Power Systems, Sourcewell Contract #12617KOH.

See Resolution No. 22-35

D. Resolution No. 22-36 – Authorizing Release of Escrow Funds & Maintenance Bond for the Project Known as Nelson Brittin.

A motion was made by Mr. Archible, seconded by Mr. Schofield to approve Resolution No. 22-36 Authorizing Release of Escrow Funds & Maintenance Bond for the project known as Nelson Brittin.

September 22, 2022
09:08 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Bill Adjustment Batch Update Report

Page No: 1

Batch: CINDY	Updated Billings:	1 Flat:	51.50-	Exc:	0.00	Ref Num:	3973
	Updated Deductions:	0 Flat:	0.00	Exc:	0.00		
	Total Entries:	1 Flat:	51.50-	Exc:	0.00	Total Updated:	51.50-

September 22, 2022
09:07 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Bill Adjustment Entry Verification Listing for Batch: CINDY

Page No: 1

Batch Id: CINDY

Account Id	Service	Code	Type	Yr	Prd	Flat	Excess	Total	Descript	Prorate	Flag	Date	Seq
21343303-0	Sewer	S10	B	22	2	51.50-	0.00	51.50-	PROPERTY NOT SOLD	N		09/22/22	1
HADDON POINT URBAN RENEWAL II LLC													

September 22, 2022
08:34 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 2 Updated Principal: 0.00 Updated Penalty: 5.39- Ref Num: 23473

September 22, 2022
08:33 AM

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

Page No: 1

Batch Id: CINDY

Account Id Name	Service	Adj Code	Bill Code Transaction Type	Yr Prd	Principal	Penalty	Total	Descript	Date	Seq
21078000-0 MILLER, ANDREW	Sewer	104		22 1	0.00	3.85-	3.85-	REMOVE PENALTIES	09/22/22	1
			Balance Adjustment							
21078000-0 MILLER, ANDREW	Sewer	104		22 2	0.00	1.54-	1.54-	REMOVE PENALTIES	09/22/22	2
			Balance Adjustment							

September 22, 2022
09:15 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 1 Updated Principal: 0.00 Updated Penalty: 1.54- Ref Num: 23478

September 22, 2022
09:14 AM

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

Page No: 1

Batch Id: CINDY

Account Id	Service	Adj Code	Bill Code	Yr Prd	Principal	Penalty	Total	Descript	Date	Seq
Name			Transaction	Type						
21343303-0	Sewer	104		22 2	0.00	1.54-	1.54-	PENALTY ADDED IN ERR	09/22/22	1
HADDON POINT URBAN RENEWAL II LLC			Balance Adjustment							

October 4, 2022
11:10 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: JANPEN	Updated Entries: 7885	Updated Principal: 5,910.63-	Updated Penalty: 0.00	Ref Num: 23550
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October 4, 2022
11:32 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: FEBPEN	Updated Entries: 8827	Updated Principal: 6,590.60-	Updated Penalty: 0.00	Ref Num: 23551
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October 4, 2022
11:55 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: MARPEN	Updated Entries: 9017	Updated Principal: 7,369.95-	Updated Penalty: 0.00	Ref Num: 23553
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Batch: CINDY Updated Entries: 11 Updated Principal: 993.06- Updated Penalty: 0.00 Ref Num: 23554

Batch Id: CINDY

Account Id	Service	Adj Code	Bill Code	Yr Prd	Principal Description	Penalty	Total	Date	Seq
20458000-0	Sewer SANTIAGO, JOSE	EOP		22 2	2.31- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	2.31-	10/04/22	1
20244000-0	Sewer CANELO, DONALD	EOP		22 2	1.55- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	1.55-	10/04/22	2
40348000-0	Sewer DIAZ, DENESTOR	EOP		22 2	2.31- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	2.31-	10/04/22	3
50383000-0	Sewer ZAYAS, JOSE	EOP		22 2	3.08- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	3.08-	10/04/22	4
50573000-0	Sewer CLARK JR, HUGH C	EOP		22 2	3.08- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	3.08-	10/04/22	5
60237000-0	Sewer PAEZ-ORTIZ, NICOLAS A	EOP		22 2	6.11- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	6.11-	10/04/22	6
60291000-0	Sewer RODRIGUEZ, EVANGELISTA	EOP		22 2	10.43- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	10.43-	10/04/22	7
60974000-0	Sewer LINH, QUANG	EOP		22 2	3.08- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	3.08-	10/04/22	8
70002000-0	Sewer ROSS, ISABELLE	EOP		22 2	1.54- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	1.54-	10/04/22	9
90256001-1	Sewer IVYSTONE REALTY LLC	EOP		22 2	514.22- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	514.22-	10/04/22	10
90256001-2	Sewer IVYSTONE REALTY LLC	EOP		22 2	445.35- Balance Adjustment EXECUTIVE ORDER PENALTY	0.00	445.35-	10/04/22	11

2023 AUTHORITY BUDGET RESOLUTION

Pennsauken Sewerage Authority

FISCAL YEAR: January 01, 2023 to December 31, 2023

WHEREAS, the Annual Budget for Pennsauken Sewerage Authority for the fiscal year beginning January 01, 2023 and ending December 31, 2023 has been presented before the governing body of the Pennsauken Sewerage Authority at its open public meeting of October 18, 2022; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$4,432,500.00, Total Appropriations including any Accumulated Deficit, if any, of \$4,477,400.00, and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$150,000.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$90,000.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$90,000.00; and

WHEREAS, the schedule of rents, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Pennsauken Sewerage Authority, at an open public meeting held on October 18, 2022 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Pennsauken Sewerage Authority for the fiscal year beginning January 01, 2023 and ending December 31, 2023, is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Pennsauken Sewerage Authority will consider the Annual Budget and Capital Budget/Program for Adoption on December 13, 2022.

_____ borth@psewer.com
(Secretary's Signature)

_____ 10/18/2022
(Date)

Governing Body Recorded Vote

Member	Aye	Nay	Abstain	Absent
Oren Luiz	x			
Gregory Schofield	x			
Dennis Archible	x			
Timothy Ellis				x
Marie McKenna				x

	Budget Comparison	
	2022	2023
Payroll & Benefits	3,063,500.00	3,126,000.00
Adm	430,500.00	433,500.00
O & M	964,225.00	863,225.00
Bond Debt	55,275.00	54,675.00
	4,513,500.00	4,477,400.00

NOTES:

Expenses:

2023 budget decreased 1% over 2022 budget

Budgeted 3% for salary increases as union negotiations expected to begin shortly

Budgeted 10% increase in health benefit cost over 2022 expenditure

Budgeted 10% increase in liability insurance cost over 2022 premiums

PSA contribution to Twp \$150,000, \$15,000 towards All Around Pennsauken and \$17,500 PSA's cost of media for Channel 19

CAPITAL BUDGET

Projects	Est Costs	2023	2024	2025	2026	2027
Truck	75,000		25,000		25,000	25,000
	-					
Pumps/Controls	130,000	50,000	20,000	20,000	20,000	20,000
	-					
Computer	25,000	5,000	5,000	5,000	5,000	5,000
	-					
Office Equipment	25,000	5,000	5,000	5,000	5,000	5,000
	-					
Operations Equip/Maintenance	105,000	25,000	20,000	20,000	20,000	20,000
	-					
Bldg Upkeep/Repairs	25,000	5,000	5,000	5,000	5,000	5,000
	-					
Sewer Main Lining	-					
	-					
Station Upgrades	-					
	-					
Totals	225,000	90,000	80,000	55,000	80,000	80,000

REVENUES		AS OF		
Acct #	Title	2022	8/31/2022	Proposed 2023
4001	Residential	2,750,000.00	2,748,450.26	2,780,000.00
4004	Commercial Q	1,390,000.00	933,471.94	1,305,000.00
4005	Penalty on A/R	45,000.00	57,643.31	50,000.00
4002	Merchantville	205,000.00	102,391.00	205,000.00
4003	C/H	32,000.00	31,878.80	32,000.00
4012	Other Income	3,000.00	-	3,000.00
4013	Invest Int	5,000.00	1,352.10	5,000.00
4014	Trustee Int	15,000.00	884.49	15,000.00
4016	Permits (res)	45,000.00	44,660.00	12,000.00
4019	Permits (com)	10,000.00	200.00	12,000.00
4021	Permits (Merch)	1,000.00	-	1,000.00
4017-18	Filing/Insp.	500.00	75.00	500.00
4020	Ins Premium	12,000.00	-	12,000.00
		4,513,500.00	3,921,006.90	4,432,500.00
	Ant Balance	-		44,900.00
		4,513,500.00		4,477,400.00
	Proposed Expenses			4,477,400.00

<u>Acct #</u>	<u>Title</u>	<u>EXPENSES</u>		<u>Comments</u>
		<u>2022</u>	<u>Proposed 2023</u>	
	ADMINISTRATION			
501	PSA Adm Mgmt	310,000.00	317,500.00	<i>Adm Payroll Totals: 1,155,000.00</i>
502	Office Adm	320,000.00	325,000.00	
503	Commissioners	18,000.00	18,000.00	
601	PERS	145,000.00	145,000.00	
602	Social Security	55,500.00	56,000.00	
603	Unemploy & Disabil	6,000.00	5,000.00	
604	Hosp. Benefits	145,000.00	158,000.00	
605	Vision/Dental & Rx	54,500.00	54,000.00	
607	Sick/Vac Payback	73,000.00	76,500.00	
721	Legal Exp	20,000.00	20,000.00	
722	Auditing Fees	37,000.00	37,000.00	
723	Other Professional Fees	20,000.00	20,000.00	
736	Public Officials Liability	15,000.00	11,000.00	
751	Postage	10,000.00	14,000.00	
750	Office Supplies & Exp	15,000.00	15,000.00	
752	Advert/Printing	15,000.00	15,000.00	
753	Telephone Exp	22,000.00	25,000.00	
754	Misc Exp	3,000.00	3,000.00	
755	Service Contracts	25,000.00	25,000.00	
756	Equip Rental	3,500.00	3,500.00	
757	Bldg Utilities	25,000.00	25,000.00	
758	Bldg Repairs & Exp	25,000.00	25,000.00	

759	Financial Exp	2,000.00	2,000.00	
760	Bad Debt Exp	500.00	500.00	
762	Education/Dues	10,000.00	10,000.00	<i>Adm Expenses 433,500.00</i>
763	Civic Involvement	182,500.00	182,500.00	
	Total Admin	1,557,500.00	1,588,500.00	
Acct #	Title	2021	Proposed 2022	Comments
	COST OF SERVICE			
505	MGMT O&M Salaries	180,000.00	184,000.00	<i>O&M Payroll Totals 1,971,000.00</i>
506	UNION O&M Salaries	950,000.00	975,000.00	
601	PERS O&M	145,000.00	145,000.00	
602	O&M Soc Sec	100,000.00	100,000.00	
603	O&M Dis & Unem	8,500.00	8,500.00	
604	O&M Hosp Benefits	345,000.00	345,000.00	
605	O&M v/d/r	110,000.00	112,000.00	
607	O&M Sick/Vac Payback	90,000.00	93,500.00	
608	Uniform & Shoe Exp	8,000.00	8,000.00	
711	Engineering Fees	25,000.00	25,000.00	
731	General & Auto Ins	32,000.00	32,000.00	
732	Worker's Comp	65,000.00	67,000.00	
733	Property	32,000.00	38,000.00	
735	JIF Fund Exp	10,000.00	5,000.00	
741	Uninsured Liabilities	10,000.00	10,000.00	
755	Service Contracts	30,000.00	30,000.00	
764	Station Utilities	175,000.00	175,000.00	
765	Trash Removal	10,000.00	10,000.00	

766	O&M Exp	45,000.00	45,000.00	
767	Safety Exp	5,000.00	5,000.00	
768	Landscaping	5,000.00	5,000.00	
769	Vehicle Repair & Parts	20,000.00	20,000.00	
770	Fuel, Oil & Mileage Exp	30,000.00	30,000.00	
771	Collection System Exp	73,350.00	73,350.00	
772	Emergency Main Repairs	192,000.00	140,000.00	
773	Emergency Station Repairs	192,000.00	140,000.00	
775	Permits & Licenses	6,000.00	6,000.00	
774	Chemicals & Treatment	6,875.00	6,875.00	
		2,900,725.00	2,834,225.00	
Acct #	Title	2021	2022	
	NJEIT Debt (Principal)	50,550.00	50,550.00	
	NJEIT Debt (Int)	4,725.00	4,125.00	
		55,275.00	54,675.00	
<u>Comments</u>				
TOTAL:		4,513,500.00	4,477,400.00	
Anticipated Revenue			4,477,400.00	

O&M Expense:
863,225.00

**RESOLUTION OF THE PENNSAUKEN SEWERAGE
AUTHORITY AUTHORIZING EXECUTION OF AN
AGREEMENT TO BECOME A MEMBER OF SOURCEWELL
(A NATIONAL CO-OP)**

WHEREAS. the Pennsauken Sewerage Authority (“PSA”) having met in Regular Session; and

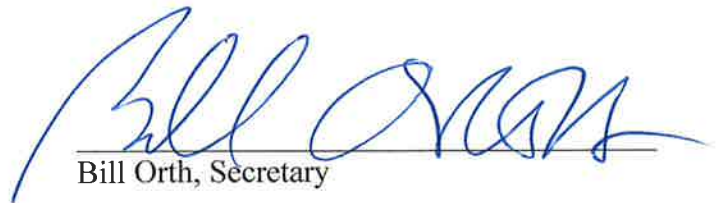
WHEREAS, the PSA desires to become a member of Sourcewell effective immediately upon adoption of this resolution; and

WHEREAS, Sourcewell procures goods and services in a manner that complies with the requirements of N.J.S.A. 52:34-6.2 (b) (3); and

WHEREAS, PSA is authorized thereby to enter into the Cooperative by executing the Sourcewell Agreement (“Agreement”).

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director and the Assistant Executive Director are authorized to execute the attached Agreement; and

BE IT FURTHER RESOLVED, that the execution of this Resolution is conclusive evidence of the PSA’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 – Absent
Mrs. McKenna - Absent

ADOPTED: October 18, 2022

Thank you for your submission!

Your organization's account ID is **131864**. You can begin using Sourcewell awarded contracts today.

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SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Pennsauken Sewerage Authority (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By
Its

Bill Orth

TITLE Executive Director

10/18/22

DATE

DocuSigned by:

Chad Coquette

7E42BBF817A64CC...

Executive Director/CEO

TITLE

10/19/2022 | 11:35 AM CDT

DATE

Sourcewell

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* Pennsauken Sewerage Authority

Address* 1250 John Tipton Blvd

City Pennsauken

State/Province Code NJ ZIP code* 08110-232

Country US

Employer Identification Number 21-6007419

Website _____

Contact person* (First, Last) patrick Olivo

Job Title* Supervisor

Job Role* Other

E-mail* polivo@psewer.com

Phone* (856) 287-0359

Organization Type:

Government

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY
AUTHORIZING AWARD OF AN EMERGENCY CONTRACT FOR THE
PURCHASE AND INSTALLATION OF A NEW KOHLER 230REOZJE GENERATOR,
FOR PUMP STATION #10 TO KINSLEY POWER SYSTEMS, SOURCEWELL
CONTRACT #120617-KOH**

WHEREAS, the Pennsauken Sewerage Authority (PSA) is the owner and operator of Pump Station #10 located at 7310 S Crescent Blvd, Pennsauken, New Jersey; and

WHEREAS, operation of the pumping station requires use of various pieces of equipment including a generator; and

WHEREAS, the generator owned by PSA has reached the end of its useful life and the one back-up generator owned by the PSA does not have the power to have all 3 pumps running, putting excessive strain on the station, creating an emergency need for action; and

WHEREAS, PSA staff has researched options and determined that the most cost effective is to obtain a Kohler 230REOZJE Generator; and

WHEREAS, the PSA is a member of Sourcewell (“Cooperative”); and

WHEREAS, the Cooperative has conducted a procurement of the Generator and its installation through a process which complies with New Jersey’s Local Public Contracts Law; and

WHEREAS, Kinsley Power Systems has been awarded a contract through the Cooperative, Contract #120617-KOH and PSA having determined that the price available through the Cooperative does not exceed the price otherwise available; and

WHEREAS, due to the emergency need for the generator, this contract is exempt from otherwise applicable pre-award bidding and advertising; and

WHEREAS, PSA’S Treasurer having certified as to the availability of funds in the Authority’s 2022 Capital Budget sufficient to meet PSA’S maximum financial obligation under this contract,

THEREFORE, BE IT RESOLVED by the Pennsauken Sewerage Authority that it contract with Kinsley Power Systems for the purchase and installation of a Kohler 230REOZJE

Generator for Pump Station #10 using the Cooperative in the amount of Ninety-Six Thousand, Five Hundred Seventy-Six Dollars and Twenty-Six Cents (\$96,576.26) as authorized by N.J.S.A. 52:34-6.2.



Bill Orth, Secretary

ROLL CALL:

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

ADOPTED: October 18, 2022

Proposal



Quote Number	Project Name	Project Location	Date
QUO-15376-V2S6D	PENNSAUKEN MUA - SOURCEWELL	PANNSAUKEN, PA	10/7/2022

From: Melissa Miller
Cell: 215-704-6352
Email: mmiller@KinsleyPower.com

Qty

Bill of Material Summary

- 1 **Kohler 230REOZJE Generator**
Output - 230kW, 288kVA, 277/480 Volt, Three Phase, 346amps, 60 Hz
Fuel Type - Diesel
Tank - 472 gallons / 24 hours
Enclosure – Sound Attenuated
Warranty - 2 Year Basic
Estimated Leadtime - 22 Weeks, ARO

- Spec/Notes:**
- No specification or single line
 - Quote is to replace existing generator. Permits/drawings by others (if required)
 - Freight included

Terms	Retainage	F.O.B.	Mfg. Manuals
Net 30 or Prior to SU	No Retainage Allowed	Source	1

OFFER TOTAL SELL PRICE: \$96,576.26

Quote is valid for 30 days.

Kinsley Power Systems reserves the right to amend this price quote when equipment is released for production without penalty or charge due to unprecedented price fluctuations in raw materials and components.

Price does not include state sales tax, or installation

SOURCEWELL CONTRACT # 120617-KOH
FOR PENNSAUKEN MUA, SOURCEWELL ID # 131864

Kohler 230REOZJE Diesel Genset - List Price = \$86,747.00
Sourcewell member discount 41% = \$35,566.27
Sourcewell member total price FOB factory, sale price = **\$51,180.73**

Packaging & Freight from Wisconsin – List Price = \$3,629.77
Sourcewell member discount 5% = \$181.49
Sourcewell member total price FOB factory, sale price = **\$3,448.28**

Installation/Startup/Commissioning/Training/Rigging – List Price = \$44,155.00
Sourcewell member discount 5% = \$2,207.75
Sourcewell member total price FOB factory, sale price = **\$41,947.25**

OFFER ACCEPTANCE

I hereby authorize Kinsley Power Systems, Inc. to use this form as a bona fide purchase order of the equipment shown on Proposal Number QUO-15376-V2S6D which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions below.

Proposed By:

Company: Kinsley Power Systems, Inc.
Signature: Melissa Miller
Printed Name: Melissa Miller
Title: Sales Engineer
Date: 10/7/2022

Accepted By:

Company: Pennsauken Sewerage Authority
Signature: [Signature]
Printed Name: Bill Orth
Title: Executive Director
Date: 10/18/22

TERMS & CONDITIONS:

Quote subject to Kinsley Power Systems' General Terms and Conditions. General Terms and Conditions available upon request.

INSTALLATION (not included) Defined as to include but not limited to; rigging, wiring, plumbing, fuel or fuel for testing, unless noted. All "Shipped Loose" items are to be installed by others; including enclosure hoods, stacks, stairs, silencers, etc.

ESTIMATED SHIPPING Ship dates are best estimates only. Therefore, Kinsley Power Systems is not responsible for incidental or liquidated damages.

TERMS Net 30 days from shipment date or prior to start-up whichever comes first; subject to credit approval. . Orders greater than \$500,000 will be subject to a payment schedule negotiated between Seller and Buyer. We reserve the right to charge 1.5% on accounts over 30 days past due. Our price does not include sales tax or installation.

CANCELLATION/BILLABLE DELAYS If the manufacturer will allow order to be cancelled a re-stocking charge will apply. Orders placed on in-stock items which are not shipped or picked up after 15 days of order date will be returned to inventory for sale to others. Factory-ordered units shipped to a Kinsley facility for temporarily storage due to customer payment or jobsite readiness issues are subject to storage fees of 1% per month unless order is paid in full.

CONTRACT CHANGES A mutually agreed to, signed change order is required for any contract changes.

RETAINAGE None

FREIGHT F.O.B. Factory, Freight Allowed; Tailgate Delivery, Off-loading by others. Shipping addresses must be deliverable by an LTL carrier. Ex: No dirt roads, steep or narrow driveways etc. Delivery truck must be able to turn around or back in safely. Please specify special delivery requirements. Unless otherwise specified, additional charges will apply.

MANUALS One set of manuals is included with each unit. Additional manuals can be ordered at additional cost.

WARRANTY Manufacturer's standard warranty terms and conditions apply.

START UP Start-up service is during normal business hours. After hours or weekend start up is available at an additional cost. Unless otherwise noted, all 3rd party testing such as NETA, Insulation Resistance, Ground Fault, Infrared Scanning, emissions testing, exhaust backpressure testing, etc. to be provided by others

I acknowledge that I have read and agree to all the above Terms and Conditions:

(Initial)

Kinsley Power Systems General Terms and Conditions

1.0 Summary. These General Terms & Conditions are between Kinsley Group, Inc. d/b/a Kinsley Power Systems ("Kinsley") having a mailing address of 14 Connecticut South Drive, East Granby, CT 06026 (fax number 860-844-6136) and the person, company, firm or business entity purchasing equipment, renting equipment and/or obtaining products or services from Kinsley ("Customer", "You" or "Your"). The purpose of these General Terms & Conditions is to set forth the general terms and conditions that will apply to all services performed by Kinsley for the Customer and all product sold by Kinsley to the Customer. Specific terms and conditions on which such services and products will be provided may be set forth in separate agreements (written proposals, quotations, etc.) signed and agreed to by Kinsley (each hereinafter referred to as a "Related Agreement"). The provisions of these General Terms & Conditions shall be incorporated into each of these Related Agreements and govern all the understandings and agreements between the parties unless otherwise expressly set forth in a Related Agreement. In the event of a specific conflict between the provisions of these General Terms & Conditions and the express provisions of any Related Agreement, the Related Agreement shall control, except for Section 3.0 below, "Limited Warranty Statement", which shall control over any Related Agreement, unless such Section 3.0 is specifically referenced and amended in writing and signed by authorized personnel of Kinsley. These General Terms and Conditions shall apply to each individual project, sale or transaction, provided that a default by Customer under the General Terms and Conditions or a Related Agreement with respect to one project, sale or transaction shall constitute a Customer default under all projects, sales and transactions with such Customer and its affiliates.

2.0 Freight and Payment Terms. Kinsley's freight terms are F.O.B. Factory/Origin. All charges are due and payable in accordance to our credit terms set forth on Kinsley's invoice. Down payments and/or progress payments may be required prior to order, release or shipment. Unless otherwise agreed to in writing, payments related to equipment purchases are due on Net, thirty (30) day terms from invoice date or prior to start-up, whichever comes first. No retainage is allowed. Payments related to rentals or service invoices are due on Net, thirty (30) day terms from invoice date. If the Purchaser delays delivery from the agreed upon date, payment terms shall take effect on the date Kinsley is prepared to make shipment. The failure of customer to make any payments required by General Terms and Conditions or under any Related Agreement shall be considered a material breach and event of default and, without limiting its remedies at law or under these General Terms and Conditions, shall entitle Kinsley to suspend or terminate the services or products provided to you under all Related Agreements, even if the Related Agreements are for different projects or locations.

2.1 Recoverable Costs & Expenses. All costs advanced and expenses incurred that are related to the services performed will be reimbursed to Kinsley. These may include, but not be limited to, airfare, hotel accommodations, tolls, business meals, parking, miscellaneous travel expenses, faxes, courier charges, express mailing, mileage round-trip from Kinsley's service location or shipping point, and all other out-of-pocket expenses.

2.2 Finance Charges, Collection Costs, Expenses, and Other Remedies. All bills not paid within agreed-upon terms shall be assessed a late charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) on the unpaid balance until paid in full. In the event that Kinsley incurs collection expenses or brings any lawsuit, arbitration or other proceeding to collect amounts owed, Kinsley shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts. Kinsley reserves the right, where permitted by law, to charge up to a four percent (4%) surcharge, processing fee, or convenience fee for all payments made by credit card. Furthermore, if Kinsley is not paid in full within ninety (90) days of invoice date, Kinsley reserves the right to remove any rental equipment or partially paid equipment from customer site, storage, or any physical location where equipment resides and place the equipment back into Kinsley inventory for resale or further rent. Any proceeds from resale will be used first to reimburse Kinsley for any removal costs and other remedies or costs incurred due to the delinquency, removal, and resale.

2.3 Storage. If equipment ordered by Customer is not shipped after notification has been made to the Customer or its agent that it is ready for shipping, for any reason beyond Kinsley's control, including Customer's failure to give shipping instructions, Kinsley may store the equipment at the Customer's risk and expense. The Customer shall pay all handling, transportation, storage and insurance cost at the prevailing commercial rates.

2.4 Credit Approval, Sales. Shipments, deliveries and performance of work shall at all times be subject to the approval of Kinsley. Kinsley may at any time reject any purchase order, or decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Kinsley in its sole discretion.

2.5 Cancellation or Change. Order cancellations without Kinsley's written consent, shall be subject to, in Kinsley's sole discretion, the following:

Generator sets: Standard Product Orders cancelled within five (5) weeks of the acknowledged ship date from the vendor or three (3) weeks of the production start date will be subject to a charge of twenty percent (20%) of the selling price plus a charge for unique parts. Orders completed and ready for shipment are non-cancellable. Estimated order cancellation fees will be offered upon request and are subject to change based on actual product and engineering fees.

Electrical Controls: Standard Product Orders cancelled within five (5) weeks of the acknowledged ship date from the vendor or cancelled within three (3) weeks of the production start date will be subject to a charge of up to twenty percent (20%) of selling price plus a charge for unique parts. Orders completed and ready for shipment are non-cancellable.

Paralleling Switchgear or DPS: In the event of order cancellation, prior to release of order for manufacture and following receipt of order by Kohler, there will be a charge of fifteen percent (15%) of selling price, with additional charges related to unique part procurement and engineering fees. Once a Kohler accepted order is released for manufacture, paralleling switchgear and DPS orders are non-cancellable.

ATS: Standard, Programmed or Closed Transition (30-1200A): Orders cancelled at least two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled within two (2) weeks of acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

ATS: Standard, Programmed or Closed Transition (1600 to 4000A): Orders cancelled at least four (4) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled less than four (4) weeks prior to acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

ATS: Bypass Isolation (up to 1200A): Orders cancelled at least three (3) weeks prior to acknowledged ship date from the vendor will be subject to a charge of thirty percent (30%) of selling price. Orders cancelled less than three (3) weeks prior to acknowledged ship date from the vendor will be subject to a charge of sixty percent (60%) of selling price.

ATS: Bypass Isolation (1600A to 4000A): Orders cancelled at least five (5) weeks prior to acknowledged ship date from the vendor will be subject to a charge of thirty percent (30%) of selling price. Orders cancelled less than five (5) weeks prior to acknowledged ship date from the vendor will be subject to a charge of sixty percent (60%) of selling price.

ATS: Service Entrance: Orders cancelled at least two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled less than two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

Engineered Specials & Standard Accessories: In the event of order cancellation, once the order has been submitted to Kohler and the order is outside of standard product parameters by Kohler, there will be a charge of fifteen percent (15%) of the selling price plus additional unique parts and engineering charges. Standard accessories cancelled or changed after order acknowledgement are subject to a charge of eight percent (8%) of the value of the accessory or Fifty Dollars (\$50.00) (whichever is greater) plus a charge for unique parts.

Order changes without Kinsley Power Systems' written consent, shall be subject to, in Kinsley's sole discretion, the following:

Rescheduling Product Shipment Dates: Requests to extend the acknowledged ship date from the vendor will be considered on an individual basis. The extended date cannot be greater than three months following the original acknowledged ship date, and storage fees will be assessed. Requests for improved shipping dates will be considered on an individual basis subject to availability of material and manufacturing capacity.

Product Changes: Requests for factory modifications, on an individual basis, will be reviewed and may be possible if received thirty (30) calendar days prior to production start date. Product change requests to orders within the factory frozen schedule (factory will need to be contacted - frozen schedule varies based on generator, tank and enclosure) will be subject to a Five Hundred Dollar (\$500.00) fee in addition to any product or components deemed as unusable by the factory after the change has taken place. All other requests for modifications, including Switchgear and Engineering Specials that are in production at time of order acknowledgement, will be reviewed on an individual basis and will be subject to availability of material. Any product changes may affect the acknowledged shipping date and the acknowledged price. Product deletions will be subject to the conditions of the cancellation policy.

Storage Policy: Products not accepted at acknowledged ship date are subject to a two percent (2%) storage fee per month assessed at time of confirmed ship date. The base date for determination will be the distributor requested shipping date or the Kohler confirmed product availability date, whichever is latest.

Shipping Policy: A claim for shortage or shipment error must be submitted to Kinsley within thirty (30) days of the product invoice date.

2.6 Return Merchandise: Electrical parts/components and special orders are not returnable. There will be a minimum of a twenty-five percent (25%) restocking charge on all other parts and equipment returns. All sales are final after ninety (90) days. Prior written authorization is required before returning any merchandise. All merchandise must be returned prepaid to Kinsley's designated outlet, unless otherwise instructed when the authorization is granted.

Kinsley reserves the right to deny authorization for return of any items in its sole discretion.

Kinsley reserves the right to refuse unauthorized returns in its sole discretion.

All claims on returned goods must be made within thirty (30) days from shipment and accompanied by receipt on which original delivery was made.

In cases where Kinsley sells a product on an "exchange" basis, a "core charge" is payable by the Customer if an acceptable "core" is not returned to Kinsley, freight prepaid, within thirty (30) days after shipment of the exchange product. Kinsley reserves the right to determine if the "core" is "acceptable" (i.e., reasonably and economically suitable for repair and resale).

2.7 Force Majeure: Kinsley shall not be liable in any way for any default or delay due to conditions or contingencies beyond its control, which prevents or interferes with Kinsley or its suppliers or subcontractors making delivery or performing services on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, weather conditions, floods, droughts and any other condition or contingency affecting Kinsley, its suppliers, or subcontractors, and Kinsley shall have the right to cancel a contract for services or cancel a contract of sale or to extend the shipping date in the event of one or more of such conditions or contingencies. In the event of delayed or extended shipping dates due to the above causes, and the Customer changes shipping instructions, any additional shipping charges shall be paid by the Customer as a part of the purchase price.

2.8 Third Party Vendors: Kinsley may from time to time refer the Customer to third party vendors for specific products or services. These vendors are not Kinsley's subcontractors, so it is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Kinsley will not be responsible for their products or services.

Proposal



2.9 Taxes. In addition to all other amounts payable under this Agreement or under a Related Agreement, the Customer shall pay all United States and foreign sales, use, value added, and other taxes and duties, of whatever nature, federal, state, provincial or otherwise (herein "taxes"), which are levied or imposed by reason of these General Terms and Conditions or any of the services or products purchased from Kinsley. The Customer shall promptly pay Kinsley for any such Taxes paid by Kinsley on behalf of the Customer or which are required to be collected and paid by Kinsley. Kinsley may bill the Customer separately for such Taxes.

2.10 General. Any claims for shortages or deductions for erroneous charges must be made in writing within thirty (30) days after receipt of goods or services or shall be deemed waived.

All manufacturer's names, numbers, symbols and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of these manufacturers.

All clerical errors on the part of Kinsley are subject to corrections.

Prices are subject to change without notice.

Unless otherwise stated, prices are FOB point of manufacture.

Delivery dates may be quoted by Kinsley. Such dates are estimates only and in no event shall such dates be construed as falling within the meaning of "time is of the essence".

When providing pricing for site services, Kinsley will adhere to prevailing wage requirements. Kinsley will make reasonable efforts to determine if prevailing wage rates are required, but Customer has the burden and responsibility to communicate any prevailing wage requirements to Kinsley (or intermediate contractor). If Kinsley's failure to pay prevailing wages is reasonably attributable to Customer's failure to provide prevailing wage information to Kinsley, including but not limited to wage schedules or rate sheets associated with the work described in this Agreement, Kinsley may seek appropriate damages and restitution from Customer, and may amend the contract price to reflect increases in wages and fringe benefits paid to Kinsley employees to the extent that these increases are necessary to comply with federal, state or local prevailing wage laws.

2.11 No Hire Clause. During the term of any Related Agreement under which Kinsley is providing products or services, and for a period of one (1) year thereafter, neither the Customer nor its affiliates shall: (a) employ or hire, or engage as a consultant or subcontractor, any employee or subcontractor of Kinsley or any of its affiliates, (b) solicit any employee or subcontractor of Kinsley or any of its affiliates to become an employee of, or consultant or subcontractor to Customer or any of its affiliates, or (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor. In the event of any breach of the foregoing provisions, Kinsley shall be entitled to be paid, on demand, as liquidated damages and not as penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment or contract with Kinsley or its affiliate. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this Section, would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such a breach.

2.12 Governing Law and Jurisdiction. These General Terms & Conditions and each Related Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions and conditions of any Related Agreement. All suits under this agreement shall be brought and filed in the State of Connecticut.

2.13 Assignment and Transfer. Except as otherwise provided in any Related Agreement, these General Terms and Conditions and any Related Agreement may not be assigned or transferred by Customer, and shall be binding upon and for the benefit of Kinsley and the Customer, as well as the Customer's and Kinsley's respective legal representatives, successors and assigns.

2.14 Invalid Provisions. These General Terms and Conditions and any Related Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term, condition, or provision of these General Terms and Conditions or any Related Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements, and the remainder of these General Terms and Conditions, or Related Agreement, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.15 Entire Agreement, Modification. These General Terms and Conditions and any Related Agreements constitute the entire agreement between Kinsley and the Customer with respect to the subject matter thereof, superseding all previous communications and negotiations, whether written or oral. No modification of these General Terms and Conditions or any Related Agreement shall be binding unless it is in writing and executed by authorized representatives of Kinsley and the Customer.

2.16 Notices. Any written notice or other written communication to a party under these General Terms & Conditions or any Related Agreement shall be delivered personally, sent by fax, or sent by express carrier for next business day delivery evidenced by a receipt, or by United States registered or certified mail, freight or postage prepaid. Notices shall be sent to a party's address or fax number set forth at the beginning of the agreement or purchase order in which these General Terms and Conditions are incorporated or such other address or fax number as such party may specify in writing in accordance with these notice provisions.

2.17 Waiver of Failure to Act. No failure or delay by Kinsley in exercising any right or remedy under these General Terms and Conditions or a Related Agreement shall be deemed to be a waiver. The waiver by Kinsley in any respect of any right provided for in these General Terms and Conditions or any Related Agreement shall not be deemed a waiver of any further right hereunder.

2.18 Third Party Beneficiaries. These General Terms and Conditions and any Related Agreement shall not be deemed to create any rights in any third parties (excepting only Kinsley's affiliates), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

2.19 Affiliate. As used in these General Terms and Conditions or in any Related Agreement, an "affiliate" of a party means a third party that directly or indirectly (by the ownership of voting securities, contract or otherwise) controls, is controlled by, or is under the common control with, such party.

2.20 Security Interest. Customer hereby grants Kinsley, and Kinsley will retain, a purchase money security interest and lien on any and all equipment, goods or merchandise sold hereunder wherever located, and all replacements or proceeds of the same, until the invoice for the applicable equipment, goods or merchandise is paid in full, including any late charges and costs of collection. Customer consents to Kinsley's use of these General Terms and Conditions, as well as product invoices, as financing statements under the Uniform Commercial Code ("UCC") and to create additional financing statements for protecting this security interest, and appoints Kinsley as Customer's agent for any necessary signatures on such filings and hereby authorizes Kinsley, at Customer's expense, to take such action as may be necessary to perfect and protect Kinsley Power Systems' security interest, including the filing and/or recording of UCC financing statements, and grants Kinsley the right and power of attorney to execute Customer's name thereto. Customer agrees to pay or reimburse Kinsley for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. In the event of a default by Customer of any of its payment obligations hereunder, Kinsley shall be entitled to any of the rights and remedies provided by law. Customer will not change its name, principal place of business, or state of incorporation without Kinsley's prior written consent, and Customer will notify Kinsley in writing of any change in the location of any other place of business prior to making such change, and of the acquisition of any new place of business prior to such acquisition. Customer shall at its expense protect and defend Kinsley's rights against all persons claiming against or through Customer at all times, keeping the equipment, goods or merchandise sold hereunder free from any other legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Kinsley immediate written notice thereof and shall indemnify and hold Kinsley harmless from any loss caused thereby.

3.0 LIMITED WARRANTY STATEMENT Kinsley makes no express or implied warranties, including without limitation, implied warranties of merchantability and fitness for particular purpose, on equipment, parts or devices or any other goods or products sold or rented by Kinsley. The Customer's sole remedy is under the warranty of the manufacturer. At the Customer's request, Kinsley may furnish specific manufacturers' express limited warranty policies. The Customer accepts the goods or products sold "as is" and "with all faults" except only as provided by the warranty of the manufacturer of the goods or products sold.

Kinsley may provide technical information or advice to assist the Customer in the proper application and utilization of equipment or systems, in which case Kinsley disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, or compliance with governmental regulations.

SOLE LIMITED WARRANTY BY KINSLEY. Kinsley warrants that for ninety (90) days beginning on the date of invoice, service labor by Kinsley technicians shall be free from material defects in workmanship. This warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized or performed by Kinsley, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Kinsley. This warranty does not cover replacement or repair of materials due to normal wear. Kinsley's responsibility is limited to repair or replacement at its designated facility, and the decision as to location of the repair work shall be made in the sole judgment of Kinsley.

IN NO EVENT SHALL KINSLEY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FEES OR FINES), EVEN IF KINSLEY HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

Kinsley's cumulative liability for all losses and damages under these General Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract, tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Kinsley, the amount of the fees paid by Customer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Kinsley, the amount of Kinsley's labor services paid by Customer and associated with the product sale.

Kinsley makes no warranties beyond those stated in this warranty statement. Furthermore, no personnel of Kinsley are authorized to make warranties of any nature, orally or otherwise.

4.0 Indemnification. Customer shall save harmless, indemnify, and at Kinsley's option, defend Kinsley, and Kinsley's owners, directors, officers, agents, representatives, affiliates and successors and assigns, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature arising or growing out of or in any way connected with Kinsley's selling, repairing, evaluating, starting up, testing or maintaining equipment or other items or providing other services or products to or for the benefit of Customer or its affiliates, unless it is determined by a court of competent jurisdiction, after expiration of applicable appeal rights, that such matters were directly caused by Kinsley's gross negligence or willful misconduct.

5.0 Waiver of Subrogation. Customer and all parties claiming to be related to customer hereby agree to release and discharge Kinsley from all claims and/or liabilities arising from or caused by any casualty or hazard which may arise out of or in connection with activities associated with Kinsley's work on equipment or premises at the request or direction of Customer except as specifically stated herein, and Customer agrees to waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver as may be required by Customers' insurance policies.

6.0 Acknowledgment. Customer acknowledges that it engages in the conduct of trade or commerce. Customer acknowledges that this transaction is in a business context and is not for personal services or for personal goods sold or delivered as a consumer.

See Resolution No. 22-36

The Chairman asked for Treasurer, Marco DiBattista's, report.

See Treasurer's Report

The Chairman asked for the Superintendent, Anthony Figueroa's, report.

See Superintendent's Report

The Chairman asked for the Engineer's reports.

No Engineers were present.

The Chairman asked the Commissioners for any reports.

The Commissioners had nothing further to report.

The Chairman asked the Solicitor for any reports.

Mr. Luthman had nothing further to report.

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

Mr. Orth had nothing further to report.

Correspondence:

There was 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. Schofield to adjourn. On roll call all Commissioners present voted yes and the motion carried.

Respectfully Submitted,



Bill Orth, Secretary

**RESOLUTION OF THE PENNSAUKEN SEWERAGE AUTHORITY
AUTHORIZING RELEASE OF ESCROW FUNDS & MAINTENANCE BOND
FOR THE PROJECT KNOWN AS NELSON BRITTIN**

WHEREAS, an approval for a connection was given for the above mentioned project;
and

WHEREAS, the required \$2,500 escrow fee and a Maintenance Bond in the amount of \$28,209.75 issued by The Graham Company #1067805 was posted; and

WHEREAS, the required two (2) year waiting period has arrived for the release of remaining funds in the escrow account and the Maintenance Bond #1067805 established for this project; and

WHEREAS, the project has been completed and a final inspection of the site performed;
and

WHEREAS, said inspection was found to be satisfactory.

NOW, THEREFORE, BE IT RESOLVED that the remaining funds of Two Thousand Seven Hundred Thirty-Nine Dollars (\$2,739.00) in the escrow account and the Maintenance Bond, #1067805, the amount of \$28,209.75 be released.



Bill Orth, Secretary

ROLL CALL:

Mr. Lutz – Yes
Mr. Schofield – Yes
Mr. Archible – Yes
Mr. Ellis – Absent
Mrs. McKenna - Absent

ADOPTED: October 18, 2022

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

<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	\$ 141,668.25	\$ 2,191,073.90	\$ 1,027.00	\$ 2,749,477.26
4004 COMMERCIAL	1,390,000.00	\$ 55,811.02	\$ 1,054,941.10	\$ 18,311.95	\$ 951,783.89
4005 PENALTY	45,000.00	\$ 4,588.11	\$ 44,045.83	\$ 7,576.34	\$ 65,219.65
4002 MERCH	205,000.00		\$ 102,391.00		\$ 102,391.00
4003 C/H	32,000.00		\$ 31,878.80		\$ 31,878.80
4012 OTHER INCOME	3,000.00	\$ 6.00	\$ 6.00		\$ 6.00
4013 INVEST INT	5,000.00	\$ 198.84	\$ 1,550.94		\$ 1,550.94
4014 TRUSTEE INT	15,000.00	\$ 23.03	\$ 907.52		\$ 907.52
4016 PERMITS (RES)	45,000.00		\$ 44,660.00		\$ 44,660.00
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		\$ 75.00		\$ 75.00
Anticipated Balance	-				
TOTALS	4,513,500.00	202,295.25	3,471,730.09	26,915.29	3,948,150.06
		<u>BUDGET</u>	<u>MTD</u>	<u>YTD</u>	<u>REMARKS</u>
ASSETS/CAPITAL		\$ 90,000.00	\$ -	\$ 6,953.77	

<u>CASH BALANCES</u>	<u>AMOUNT</u>
GENERAL CHECKING	\$2,393,118.37
PAYROLL	\$1,001.09
REVENUE	\$ 11.10
DEBT. SERVICE	\$ -
DEBT. SERV. RESERVE	\$ 59,808.95
R & R	\$ 280,816.09
GENERAL	\$ 121,448.57

Investments under Trustee Accounts:

56,875.47 CD with 1st Colonial Bank @ .35% - MATURES 11/07/22
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

15,241.29 Money Market

Account Id	Account Description	Prior Rev/Expd	Anticipated/Budgeted	Current Rev/Exf	YTD Rev/Expd	%Expd/%f
01-00-410-001	Residential	-491.50	2,750,000.00	1,027.00	2,749,477.26	99.9800
01-00-410-002	Merchantville	0	205,000.00	0	102,391.00	49.9500
01-00-410-003	Cherry Hill	-26,245.48	32,000.00	0	31,878.80	99.6200
01-00-410-004	Commercial	31,346.24	1,390,000.00	18,311.95	951,783.89	68.4700
01-00-410-005	A/R Penalty	7,605.85	45,000.00	7,576.34	65,219.65	144.9300
	410 Total	12,215.11	4,422,000.00	26,915.29	3,900,750.60	
01-00-415-001	Permits- Residential	100.00	45,000.00	0	44,660.00	99.2400
01-00-415-002	Permits - Commercial	0	10,000.00	0	200.00	2.0000
01-00-415-003	Permits - Merchantville	0	1,000.00	0	0	0
	415 Total	100.00	56,000.00	0.00	44,860.00	
01-00-420-001	Other Income	0	3,000.00	6.00	6.00	0.2000
01-00-420-002	Application and Inspection Fees	0	500.00	0	75.00	15.0000
01-00-420-004	JIF Insurance Premium Refund	0	12,000.00	0	0	0
	420 Total	0.00	15,500.00	6.00	81.00	
01-00-425-001	Interest from Operating Fund	142.94	5,000.00	198.84	1,550.94	31.0200
01-00-425-002	Interst from Trustee Accounts	0.36	15,000.00	23.03	907.52	6.0500
	00 Total	12,458.41	4,513,500.00	27,143.16	3,948,150.06	
	OPERATING FUND Revenue Total	12,458.41	4,513,500.00	27,143.16	3,948,150.06	
01-01-510-500	ADMINISTRATION SALARIES	0	0	0	0	0
01-01-510-501	ADMIN PSA Management	22,680.00	310,000.00	23,680.00	230,647.20	74.4000
01-01-510-502	ADMIN Office Staff	23,308.50	320,000.00	19,422.00	210,913.00	65.9100
01-01-510-503	ADMIN: Commissioners	1,500.00	18,000.00	1,200.00	13,200.00	73.3300
01-01-510-600	ADMINISTRATION FRINGE BENEFITS	0	0	0	0	0
01-01-510-601	ADMIN: PERS/Employers Liabil	0	145,000.00	0	134,888.00	93.0300
01-01-510-602	ADMIN: FICA/SOCIAL SECURITY/MEDICARE	2,957.44	55,500.00	3,515.91	39,407.52	71.0000
01-01-510-603	ADMIN: SUI/SDI/FUI	65.35	6,000.00	-63.99	3,799.79	63.3300
01-01-510-604	ADMIN: Hospital Benefits	10,767.37	145,000.00	11,685.41	114,279.44	78.8100
01-01-510-605	ADMIN: Vision, Dental & Rx	4,414.65	54,500.00	4,764.87	40,670.90	74.6300
01-01-510-607	ADMIN: Sick/Vac Payback	0	73,000.00	2,788.00	43,832.00	60.0400
01-01-510-700	ADMINISTRATION OTHER EXPENSES	0	0	0	0	0
01-01-510-721	ADMIN: Legal Fees	1,516.67	20,000.00	1,516.67	13,650.03	68.2500
01-01-510-722	ADMIN: Audit	0	37,000.00	0	47,920.00	129.5100

01-01-510-723	ADMIN: Other Professional Fees	0	20,000.00	0	13,609.60	68.0500
01-01-510-736	ADMIN: Public Officials Liab.	0	15,000.00	0	7,916.00	52.7700
01-01-510-750	ADMIN: Office Supplies & Expense	185.55	15,000.00	60.83	4,067.97	27.1200
01-01-510-751	ADMIN: Postage	0	10,000.00	0	10,557.25	105.5700
01-01-510-752	ADMIN: Advertising & Printing	1,168.25	15,000.00	0	2,656.18	17.7100
01-01-510-753	ADMIN: Telephone	1,742.87	22,000.00	1,747.28	15,772.91	71.7000
01-01-510-754	ADMIN: Miscellaneous Exp	0	3,000.00	0	2,563.77	85.4600
01-01-510-755	ADMIN: Service Contracts	365.34	25,000.00	461.04	13,410.25	53.6400
01-01-510-756	ADMIN: Equipment Rental	0	3,500.00	747.39	2,242.17	64.0600
01-01-510-757	ADMIN: Building Utilities	1,131.09	25,000.00	1,230.16	21,459.71	85.8400
01-01-510-758	ADMIN: Building Exp. & Repairs	666.98	25,000.00	439.99	6,418.31	25.6700
01-01-510-759	ADMIN: Financial Exp	1,250.00	2,000.00	0	1,940.00	97.0000
01-01-510-760	ADMIN: Bad Debt Exp	0	500.00	0	0	0
01-01-510-762	ADMIN: Education/Dues	459.00	10,000.00	1,853.00	9,700.91	97.0100
01-01-510-763	ADMIN: Civic Involvement	0	182,500.00	0	15,000.00	8.2200
	Administration Total	74,179.06	1,557,500.00	75,048.56	1,020,522.91	
01-02-520-500	COST OF SERVICE SALARIES	0	0	0	0	0
01-02-520-505	O&M: Union Salaries	66,873.16	950,000.00	68,029.38	676,647.67	71.2300
01-02-520-506	O&M: Management Salaries	13,440.00	180,000.00	13,704.00	133,548.00	74.1900
01-02-520-600	COST OF SERVICE FRINGE BENEFIT	0	0	0	0	0
01-02-520-601	O&M: PERS	0	145,000.00	0	134,888.00	93.0300
01-02-520-602	O&M: FICA/SOCIAL SECURITY/MEDICARE	6,082.09	100,000.00	6,093.38	58,277.30	58.2800
01-02-520-603	O&M: SUI/SDI/FLI	56.01	8,500.00	197.19	6,648.49	78.2200
01-02-520-604	O&M: Hospitalization Benefits	22,685.23	345,000.00	23,799.23	239,657.12	69.4700
01-02-520-605	O&M: Vision, Dental & Rx	8,545.07	110,000.00	9,027.35	79,585.74	72.3500
01-02-520-607	O&M: Sick/vac Payback	2,804.00	90,000.00	1,472.00	9,560.00	10.6200
01-02-520-608	O&M: Uniform Exp.	105.00	8,000.00	0	1,849.95	23.1200
01-02-520-700	COST OF SERVICE OTHER EXPENSES	0	0	0	0	0
01-02-520-711	O&M: Engineer Fees	727.50	25,000.00	0	1,528.75	6.1200
01-02-520-731	O&M: General Liability/Auto Ins	0	32,000.00	0	27,419.00	85.6800
01-02-520-732	O&M: Worker's Comp Insurance	0	65,000.00	0	57,914.00	89.1000
01-02-520-733	O&M: Property/Insurance	0	32,000.00	0	33,191.00	103.7200
01-02-520-735	O&M: Fund Expense (JIF)	0	10,000.00	0	1,177.00	11.7700
01-02-520-741	O&M: Uninsured Liabilities	0	10,000.00	0	0	0

01-02-520-755	O&M: Service Contracts	4,290.00	30,000.00	2,295.00	18,310.00	61.0300
01-02-520-764	O&M: Station Utilities	13,519.58	175,000.00	13,478.54	107,011.81	61.1500
01-02-520-765	O&M: Trash Removal	249.01	10,000.00	270.23	3,726.96	37.2700
01-02-520-766	O&M: Oper & Maint Expense	1,146.08	45,000.00	3,616.42	19,384.86	43.0800
01-02-520-767	O&M: Safety Expense	556.85	5,000.00	127.85	1,962.95	39.2600
01-02-520-768	O&M: Landscaping	29.98	5,000.00	43.73	230.21	4.6000
01-02-520-769	O&M: Vehicle & Repair Exp	1,337.67	20,000.00	1,160.78	13,557.26	67.7900
01-02-520-770	O&M: Fuel/Tolls/Mileage Exp	6,241.70	30,000.00	10,398.19	10,683.99	35.6100
01-02-520-771	O&M: Collection System Expense	2,412.81	73,350.00	4,007.43	27,149.38	37.0100
01-02-520-772	O&M: Emergency Repairs	0	192,000.00	4,190.00	28,532.00	14.8600
01-02-520-773	O&M: Emergency Station Repairs	27,021.48	192,000.00	0	15,766.33	8.2100
01-02-520-774	O&M: Chemicals	0	6,875.00	0	0	0
01-02-520-775	O&M Permits & Licensing	0	6,000.00	0	1,646.00	27.4300
	Operations Total	178,123.22	2,900,725.00	161,910.70	1,709,853.77	
01-03-600-001	Bond Debt (Principal)	0	50,550.00	0	49,541.88	98.0100
01-03-600-002	Bond Debt (Interest)	0	4,725.00	0	4,520.00	95.6600
	Bond Debt Total	0.00	55,275.00	0.00	54,061.88	
	OPERATING FUND Expenditure Total	252,302.28	4,513,500.00	236,959.26	2,784,438.56	

Superintendent's Report

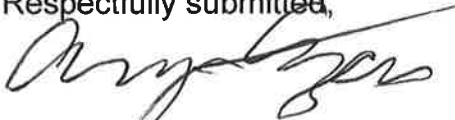
Meeting of October 18,2022

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

In regular and preventative maintenance we flushed 31,383 feet of gravity sewer main.250 feet was root cut and 2,917 feet was inspected using our CCTV equipment. We performed 150 utility mark outs. We responded to 37 calls for service. The call breakdown is as follows:

Main Line stoppages:	1
Vent stoppages:	7
Station alarms:	10
Miscellaneous services:	19

Respectfully submitted,



Anthony Figueroa
Superintendent