

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 via teleconference.

Chairman Lutz 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. Also instructions to participate in the teleconference were published in the Courier Post and Burlington County Times Newspapers.

Mr. Lutz asked for a roll call. The following Commissioners were present via teleconference:

Mr. Oren Lutz
Mr. Gregory Schofield
Mr. Dennis Archible
Mr. Timothy Ellis
Mr. James Pennestri

Also present via teleconference were:

Mr. William Orth, Executive Director
Mr. Marco DiBattista, Assistant Director

Present at the Pennsauken Sewerage Authority offices were:

Mr. Anthony Figueroa, Superintendent
Mr. David Luthman, Solicitor

The Chairman opened the meeting to the public. As there was no one from the public on the teleconference, a motion was made by Mr. Pennestri, seconded by Mr. Ellis and carried to close the public portion of the meeting.

The minutes of the meeting of May 18, 2021 were presented for approval.

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

The Chairman stated the amount of bills to be paid is \$239,765.41.

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

See Bill List Attached

Approval of Utility Bill Adjustment Nos. 3634 and Balance Adjustment Nos. 20738, 20784 and 20790.

A motion was made by Mr. Pennestri, seconded by Mr. Schofield to approve the bill adjustments and the balance adjustments. On roll call all Commissioners present voted yes via teleconference 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. 21-23 – Authorizing Execution of an Agreement to Become a Member of the National Purchasing Cooperative Known as National Buyboard.

A motion was made by Mr. Archible, seconded by Mr. Ellis to approve Resolution 21-23 Authorizing Execution of an Agreement to Become a Member of the National Purchasing Cooperative Known as National Buyboard. On roll call all Commissioners present voted yes via teleconference and the motion carried.

See Resolution No. 21-23

The Chairman asked the Treasurer, Mr. 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.

No Engineer was present on the teleconference.

The Chairman asked the Commissioners for their reports.

The Commissioners had nothing further to report.

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

Mr. Luthman had nothing further to report.

JUNE 15, 2021

PENNSAUKEN SEWERAGE AUTHORITY

MEETING FIGURE:

\$239,765.41

Range of Checking Accts: OPER MAN WIRE to OPERATING Range of Check Dates: 05/19/21 to 06/15/21
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			
1112	05/25/21	PAYROLL PAYROLL ACCOUNT	32,681.29	05/31/21	2529
1113	06/02/21	PAYROLL PAYROLL ACCOUNT	70,405.99		2531
1114	06/08/21	PAYROLL PAYROLL ACCOUNT	35,774.82		2533
1115	06/15/21	PAYROLL PAYROLL ACCOUNT	32,781.34		2536

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	171,643.44	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>4</u>	<u>0</u>	<u>171,643.44</u>	<u>0.00</u>

OPERATING	OPERATING ACCOUNT	Amount Paid	Ref Num
30179	06/08/21 NJDOT NJ DEPT OF TRANSPORTATION	725.00	2535
30180	06/15/21 ABCON AB-CON EXTERMINATING INC.	30.00	2538
30181	06/15/21 ADVANCE ADVANCE AUTO PARTS	223.37	2538
30182	06/15/21 AIRPURIF AIR PURIFICATION SOLUTIONS,LLC	1,002.00	2538
30183	06/15/21 BARTON BARTON SUPPLY, INC.	444.26	2538
30184	06/15/21 BELSITOR RICHARD J BELSITO	297.00	2538
30185	06/15/21 BLACKBRN BLACKBURN MFG COMPANY	240.92	2538
30186	06/15/21 BOWMAN BOWMAN & COMPANY, LLP	20,000.00	2538
30187	06/15/21 BURLTIME BURLINGTON COUNTY TIMES	33.34	2538
30188	06/15/21 CANON CANON SOLUTIONS AMERICA, INC.	243.51	2538
30189	06/15/21 CCMUA CAMDEN COUNTY MUA	88.00	2538
30190	06/15/21 CCTREAS CAMDEN COUNTY TREASURER	150.00	2538
30191	06/15/21 CHERRY CHERRY VALLEY TRACTOR SALES	45.44	2538
30192	06/15/21 COMCAST COMCAST	337.09	2538
30193	06/15/21 COURIER COURIER POST - DAILY JOURNAL	38.36	2538
30194	06/15/21 CUES CUES INC	349.12	2538
30195	06/15/21 CUMMINGS JAMES J. CUMMINGS, JR.	148.50	2538
30196	06/15/21 D AND D D & D ADVERTISING	930.00	2538
30197	06/15/21 DEJANA DEJANA TRK & UTIL EQUIP CO.INC	265.00	2538
30198	06/15/21 DELTA DELTA DENTAL OF NJ, INC.	4,349.45	2538
30199	06/15/21 DORIETY THOMAS DORIETY	133.81	2538
30200	06/15/21 DOYLE James J. Doyle	148.50	2538
30201	06/15/21 EVOQUA EVOQUA WATER TECHNOLOGIES LLC	2,145.00	2538
30202	06/15/21 GROVE GROVE SUPPLY, INC.	326.00	2538
30203	06/15/21 HOOVER HOOVER TRUCK CENTERS	61.80	2538
30204	06/15/21 INDALARM INDEPENDENT ALARM INC	1,100.00	2538
30205	06/15/21 INGRAM WILLIAM INGRAM	148.50	2538
30206	06/15/21 JKRAMER JOSEPH KRAMER	148.50	2538
30207	06/15/21 LOUGHERY BERNADETTE A LOUGHERY	148.50	2538
30208	06/15/21 LUTHMAN DAVID A. LUTHMAN	1,516.67	2538
30209	06/15/21 MACANANY PATRICIA MACANANY	308.05	2538
30210	06/15/21 MM Municipal Maintenance Co. Inc.	5,538.44	2538
30211	06/15/21 NJAMERWA NEW JERSEY AMERICAN WTR CO INC	300.75	2538
30212	06/15/21 NJAWSTA NEW JERSEY AMERICAN WATER	85.54	2538
30213	06/15/21 NJDEP TREASURER, STATE OF NEW JERSEY	178.00	2538
30214	06/15/21 OCC ONE CALL CONCEPTS, INC.	347.49	2538
30215	06/15/21 ORTH WILLIAM ORTH	159.34	2538
30216	06/15/21 PDOYLE PATRICK J. DOYLE	148.50	2538
30217	06/15/21 PFLUGFEL DEBORAH PFLUGFELDER	148.50	2538

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
OPERATING		OPERATING ACCOUNT	Continued		
30218	06/15/21	PSEG PUBLIC SERVICE ELEC & GAS CO.	13,382.34		2538
30219	06/15/21	R ORTH ORTH, REGINA	297.00		2538
30220	06/15/21	REPUBLIC REPUBLIC SERVICES OF NJ, LLC	225.20		2538
30221	06/15/21	RINGRAM RICHARD INGRAM	148.50		2538
30222	06/15/21	SCHWER SCHWERING HARDWARE, INC.	92.95		2538
30223	06/15/21	STEWART STEWART BUSINESS SYSTEMS	155.50		2538
30224	06/15/21	SYSTEM4 SYSTEM 4	312.00		2538
30225	06/15/21	TWP PENN TOWNSHIP OF PENNSAUKEN	4,170.00		2538
30226	06/15/21	UNIFIRST UNIFIRST FIRST AID CORP	94.01		2538
30227	06/15/21	UNITED UNITED REFRIGERATION, INC.	956.62		2538
30228	06/15/21	UNUM UNUM LIFE INSUR CO OF AMERICA	1,309.81		2538
30229	06/15/21	VERIZOFF VERIZON	1,375.07		2538
30230	06/15/21	VERIZON VERIZON WIRELESS	417.73		2538
30231	06/15/21	WBMASON W.B. MASON CO., INC.	1,244.41		2538
30232	06/15/21	WEST WEST	304.00		2538
30233	06/15/21	WHARTON WHARTON HARDWARE & SPLY CORP	562.71		2538
30234	06/15/21	WINNER WINNER FORD	41.87		2538

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	56	0	68,121.97	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	56	0	68,121.97	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	60	0	239,765.41	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	60	0	239,765.41	0.00

June 3, 2021
03:39 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Bill Adjustment Batch Update Report

Page No: 1

Batch: CINDY	Updated Billings:	4 Flat:	51.50-	Exc:	0.00	Ref Num:	3634
	Updated Deductions:	0 Flat:	0.00	Exc:	0.00		
	Total Entries:	4 Flat:	51.50-	Exc:	0.00	Total Updated:	51.50-

June 3, 2021
03:38 PM

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

Page No: 1

Batch Id: CINDY

Account Id Name	Service	Code	Type	Yr	Prd	Flat	Excess	Total	Descript	Prorate	Flag	Date	Seq
10670000-0 YIU, KAM NAM	Sewer	S10	B	21	3	51.50-	0.00	51.50-	CHG TO S11 SR RATE	N		06/03/21	1
10670000-0 YIU, KAM NAM	Sewer	S11	B	21	3	25.75	0.00	25.75	CHG TO S11 SR RATE	N		06/03/21	2
10670000-0 YIU, KAM NAM	Sewer	S10	B	21	4	51.50-	0.00	51.50-	CHG TO S11 SR RATE	N		06/03/21	3
10670000-0 YIU, KAM NAM	Sewer	S11	B	21	4	25.75	0.00	25.75	CHG TO S11 SR RATE	N		06/03/21	4

May 20, 2021
03:20 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Batch: CINDY Updated Entries: 1 Updated Principal: 0.68- Updated Penalty: 0.00 Ref Num: 20738

May 20, 2021
03:19 PM

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

Batch Id: CINDY

Account Id Name	Service	Adj Code	Bill Code Transaction Type	Yr Prd	Principal	Penalty	Total	Descript	Date	Seq
41599039-0 WEINSTEIN, SOLOMAN	Sewer	104	13 4 Balance Adjustment		0.68-	0.00	0.68-	BALANCE CORRECTION	05/20/21	1

June 3, 2021
10:36 AM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 1 Updated Principal: 1.54- Updated Penalty: 0.00 Ref Num: 20784

June 3, 2021
10:35 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	Yr Prd Transaction Type	Principal	Penalty	Total	Descript	Date	Seq
60562000-0 POTTINGER, TEDDY	Sewer	104		21 4 Balance Adjustment	1.54-	0.00	1.54-	PENALTY WAIVED	06/03/21	1

June 3, 2021
01:05 PM

PENNSAUKEN SEWERAGE AUTHORITY
Utility Balance Adjustment Batch Update Report

Page No: 1

Batch: CINDY Updated Entries: 5 Updated Principal: 257.50- Updated Penalty: 0.77- Ref Num: 20790

June 3, 2021
01:04 PM

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	Yr Prd Type	Principal	Penalty	Total	Descript	Date	Seq
51270000-0 BEVANS, ELISA	Sewer	105	20	4 Balance Adjustment	51.50-	0.00	51.50-	FIRE 11/20/2020	06/03/21	1
51270000-0 BEVANS, ELISA	Sewer	105	21	1 Balance Adjustment	51.50-	0.77-	52.27-	FIRE 11/20/2020	06/03/21	2
51270000-0 BEVANS, ELISA	Sewer	105	21	2 Balance Adjustment	51.50-	0.00	51.50-	FIRE 11/20/2020	06/03/21	3
51270000-0 BEVANS, ELISA	Sewer	105	21	3 Balance Adjustment	51.50-	0.00	51.50-	FIRE 11/20/2020	06/03/21	4
51270000-0 BEVANS, ELISA	Sewer	105	21	4 Balance Adjustment	51.50-	0.00	51.50-	FIRE 11/20/2020	06/03/21	5

**RESOLUTION OF THE PENNSAUKEN SEWERAGE
AUTHORITY AUTHORIZING EXECUTION OF AN
AGREEMENT TO BECOME A MEMBER OF THE
NATIONAL PURCHASING COOPERATIVE KNOWN
AS NATIONAL BUYBOARD**

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

WHEREAS, the Pennsauken Sewerage Authority desires to become a member of the National Purchasing Cooperative (“Cooperative”) known as National BuyBoard (“BuyBoard”) effective immediately upon adoption of this resolution; and

WHEREAS, National BuyBoard 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 National Purchasing Cooperative Organizational Interlocal 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 – Yes
Mr. James Pennestri – Yes

ADOPTED: June 15, 2021



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: _____ Date: _____
Director, Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

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:  _____ Date: 6/18/21
Signature of authorized representative of Cooperative Member

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

PENNSAUKEN SEWERAGE AUTHORITY
REVENUES-JANUARY 1, 2021 - DECEMBER 31, 2021
FOR MONTH OF MAY

<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	2,725,000.00	\$ 230,386.23	\$ 1,572,928.77	\$ 1,980.57	\$ 2,689,443.70
4004 COMMERCIAL	1,480,000.00	\$ 210,547.38	\$ 595,575.91	\$ 24,241.72	\$ 549,681.09
4005 PENALTY	45,000.00	\$ 5,522.54	\$ 23,493.72	\$ 7,604.11	\$ 36,639.32
4002 MERCH	205,000.00	\$ -	\$ 3,582.81		\$ 3,582.81
4003 C/H	32,000.00	\$ -	\$ 3,885.72		\$ 3,885.72
4012 OTHER INCOME	3,000.00	\$ 8,665.28	\$ 8,665.28		\$ 8,665.28
4013 INVEST INT	5,000.00	\$ 164.12	\$ 808.35		\$ 808.35
4014 TRUSTEE INT	15,000.00	\$ 8,954.62	\$ 12,286.36		\$ 12,286.36
4016 PERMITS (RES)	60,000.00	\$ 6,600.00	\$ 17,100.00		\$ 17,100.00
4019 PERMITS (COMM)	10,000.00		\$ 200.00		\$ 200.00
4021-PERMITS (MERCH)	1,000.00		\$ -		\$ -
4020-JIF INS PREMIUM	12,000.00		\$ 11,376.00		\$ 11,376.00
4017-18- FILING-INSP.	\$500.00	\$15.00	\$ 30.00		\$ 30.00
4050 INT./NOTES PAY.	-		\$ -		\$ -
Anticipated Balance	-				
TOTALS	4,593,500.00	470,855.17	2,249,932.92	33,826.40	3,333,698.63
		<u>BUDGET</u>	<u>MTD</u>	<u>YTD</u>	<u>REMARKS</u>
ASSETS/CAPITAL		\$ 590,000.00	\$ 46,401.60	\$ 46,401.60	

<u>CASH BALANCES</u>	<u>AMOUNT</u>
GENERAL CHECKING	\$1,573,885.27
PAYROLL	\$25,423.00
REVENUE	\$ 11.06
DEBT. SERVICE	\$ -
DEBT. SERV. RESERVE	\$ 59,647.85
R & R	\$ 272,829.86
GENERAL	\$ 212,297.23

Investments under Trustee Accounts:

56,724.29 CD with 1st Colonial Bank @ .30% - MATURES 08/05/21
189,365.61 CD with 1st Colonial Bank @ 2% - MATURES 12/24/21
83,074.23 CD with 1st Colonial Bank @ .80% - Matures 4/29/24
109,259.44 CD with 1st Colonial Bank @ .70% - Matures 4/29/2023

106,362.43 Money Market

PENNSAUKEN SEWERAGE AUTHORITY

Statement of Revenue and Expenditures

Revenue Account Range: 01-00-410-000 to 01-00-430-001 *Include Non-Anticipated: Yes* *Year To Date As Of: 05/31/21*

Expend Account Range: 01-01-510-500 to 01-03-600-002 *Include Non-Budget: Yes* *Current Period: 05/01/21 to 05/31/21*

Print Zero YTD Activity: No *Prior Year: 05/01/20 to 05/31/20*

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
01-00-410-001	Residential	\$820.93	\$2,725,000.00	\$1,980.57	\$2,689,443.70	\$0.00	-\$35,556.30	99%
01-00-410-002	Merchantville	\$0.00	\$205,000.00	\$0.00	\$3,582.81	\$0.00	-\$201,417.19	2%
01-00-410-003	Cherry Hill	\$0.00	\$32,000.00	\$0.00	\$3,885.72	\$0.00	-\$28,114.28	12%
01-00-410-004	Commercial	-\$12,175.51	\$1,480,000.00	\$24,241.72	\$549,681.09	\$0.00	-\$930,318.91	37%
01-00-410-005	A/R Penalty	\$6,128.84	\$45,000.00	\$7,604.11	\$36,639.32	\$0.00	-\$8,360.68	81%
01-00-415-001	Permits - Residential	\$4,240.00	\$60,000.00	\$6,600.00	\$17,100.00	\$0.00	-\$42,900.00	28%
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	\$0.00	\$3,000.00	\$8,665.28	\$8,665.28	\$0.00	\$5,665.28	289%
01-00-420-002	Application and Inspection Fees	\$0.00	\$500.00	\$15.00	\$30.00	\$0.00	-\$470.00	6%
01-00-420-004	JIF Insurance Premium Refund	\$0.00	\$12,000.00	\$0.00	\$11,376.00	\$0.00	-\$624.00	95%
01-00-425-001	Interest from Operating Fund	\$754.75	\$5,000.00	\$164.12	\$808.35	\$0.00	-\$4,191.65	16%
01-00-425-002	Interest from Trustee Accounts	\$0.78	\$15,000.00	\$8,954.62	\$12,286.36	\$0.00	-\$2,713.64	82%
	OPERATING FUND Revenue Total	-\$230.21	\$4,593,500.00	\$58,225.42	\$3,333,698.63	\$0.00	-\$1,259,801.37	73%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	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	\$27,070.00	\$295,000.00	\$28,350.00	\$124,642.15	\$0.00	\$170,357.85	42%
01-01-510-502	ADMIN Office Staff	\$28,220.00	\$305,000.00	\$28,785.00	\$126,818.61	\$0.00	\$178,181.39	42%
01-01-510-503	ADMIN: Commissioners	\$1,500.00	\$18,000.00	\$1,500.00	\$7,500.00	\$0.00	\$10,500.00	42%
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 Liabil	\$0.00	\$110,000.00	\$0.00	\$122,829.50	\$0.00	-\$12,829.50	112%
01-01-510-602	ADMIN: FICA/SOCIAL SECURITY/MEDICARE	\$3,411.58	\$54,000.00	\$3,593.81	\$21,259.30	\$0.00	\$32,740.70	39%
01-01-510-603	ADMIN: SUI/SDI/FELI	\$398.51	\$6,500.00	\$334.41	\$3,229.44	\$0.00	\$3,270.56	50%
01-01-510-604	ADMIN: Hospital Benefits	\$1,031.05	\$145,000.00	\$2,101.10	\$53,008.58	\$0.00	\$91,991.42	37%

PENNSAUKEN SEWERAGE AUTHORITY

Statement of Revenue and Expenditures

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Cancel</u>	<u>Balance</u>	<u>% Expd</u>
01-01-510-605	ADMIN: Vision, Dental & Rx	\$2,024.96	\$54,500.00	\$3,505.78	\$21,550.57	\$0.00	\$32,949.43	40%
01-01-510-607	ADMIN: Sick/Vac Payback	\$0.00	\$72,000.00	\$0.00	\$30,230.00	\$0.00	\$41,770.00	42%
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	\$1,516.67	\$20,000.00	\$3,033.34	\$9,100.02	\$0.00	\$10,899.98	46%
01-01-510-722	ADMIN: Audit	\$0.00	\$37,000.00	\$0.00	\$2,025.00	\$0.00	\$34,975.00	5%
01-01-510-723	ADMIN: Other Professional Fees	\$900.00	\$20,000.00	\$0.00	\$10,950.00	\$0.00	\$9,050.00	55%
01-01-510-736	ADMIN: Public Officials Liab.	\$4,204.50	\$10,000.00	\$5,603.50	\$11,207.00	\$0.00	-\$1,207.00	112%
01-01-510-750	ADMIN: Office Supplies & Expense	\$306.70	\$15,000.00	\$806.68	\$3,317.17	\$0.00	\$11,682.83	22%
01-01-510-751	ADMIN: Postage	\$0.00	\$10,000.00	\$0.00	\$10,060.70	\$0.00	-\$60.70	101%
01-01-510-752	ADMIN: Advertising & Printing	\$144.74	\$15,000.00	\$71.70	\$2,950.82	\$0.00	\$12,049.18	20%
01-01-510-753	ADMIN: Telephone	\$1,824.09	\$20,000.00	\$1,724.33	\$8,002.72	\$0.00	\$11,997.28	40%
01-01-510-754	ADMIN: Miscellaneous Exp	\$0.00	\$3,000.00	\$0.00	\$263.00	\$0.00	\$2,737.00	9%
01-01-510-755	ADMIN: Service Contracts	\$240.57	\$25,000.00	\$361.45	\$10,744.57	\$0.00	\$14,255.43	43%
01-01-510-756	ADMIN: Equipment Rental	\$747.00	\$3,500.00	\$747.39	\$1,494.39	\$0.00	\$2,005.61	43%
01-01-510-757	ADMIN: Building Utilities	\$1,611.39	\$25,000.00	\$1,611.16	\$9,054.74	\$0.00	\$15,945.26	36%
01-01-510-758	ADMIN: Building Exp. & Repairs	\$331.99	\$25,000.00	\$610.62	\$3,160.58	\$0.00	\$21,839.42	13%
01-01-510-759	ADMIN: Financial Exp	\$0.00	\$2,000.00	\$0.00	\$345.00	\$0.00	\$1,655.00	17%
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	\$351.00	\$10,000.00	\$351.00	\$2,299.80	\$0.00	\$7,700.20	23%
01-01-510-763	ADMIN: Civic Involvement	\$0.00	\$182,500.00	\$0.00	\$32,500.00	\$0.00	\$150,000.00	18%
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	\$97,713.54	\$1,000,000.00	\$77,988.13	\$362,243.98	\$0.00	\$637,756.02	36%
01-02-520-506	O&M: Management Salaries	\$19,770.00	\$265,000.00	\$16,800.00	\$153,944.04	\$0.00	\$111,055.96	58%
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	\$110,000.00	\$0.00	\$122,829.52	\$0.00	-\$12,829.52	112%
01-02-520-602	O&M: FICA/SOCIAL SECURITY/MEDICARE	\$6,865.27	\$105,000.00	\$5,537.25	\$42,246.85	\$0.00	\$62,753.15	40%
01-02-520-603	O&M: SUI/SD/FLI	\$976.41	\$13,500.00	\$1,026.56	\$6,902.74	\$0.00	\$6,597.26	51%
01-02-520-604	O&M: Hospitalization Benefits	\$1,012.20	\$320,000.00	\$2,079.00	\$116,652.57	\$0.00	\$203,347.43	36%

PENNSAUKEN SEWERAGE AUTHORITY
Statement of Revenue and Expenditures

6/8/2021
5:57 AM

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Cancel</i>	<i>Balance</i>	<i>% Expd</i>
01-02-520-605	O&M: Vision, Dental & Rx	\$3,996.67	\$114,500.00	\$6,051.97	\$43,790.84	\$0.00	\$70,709.16	38%
01-02-520-607	O&M: Sick/vac Payback	\$0.00	\$140,000.00	\$1,442.00	\$76,119.93	\$0.00	\$63,880.07	54%
01-02-520-608	O&M: Uniform Exp.	\$0.00	\$8,000.00	\$864.98	\$5,288.20	\$0.00	\$2,711.80	66%
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	\$0.00	\$25,000.00	\$0.00	\$2,614.00	\$0.00	\$22,386.00	10%
01-02-520-731	O&M: General Liability/Auto Ins	\$14,812.00	\$34,500.00	\$13,690.00	\$27,380.00	\$0.00	\$7,120.00	79%
01-02-520-732	O&M: Worker's Comp Insurance	\$29,001.50	\$67,000.00	\$27,839.00	\$55,678.00	\$0.00	\$11,322.00	83%
01-02-520-733	O&M: Property/Insurance	\$12,819.50	\$29,500.00	\$13,715.50	\$27,431.00	\$0.00	\$2,069.00	93%
01-02-520-735	O&M: Fund Expense (JIF)	\$2,131.50	\$10,000.00	\$2,007.00	\$4,014.00	\$0.00	\$5,986.00	40%
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	\$1,975.00	\$30,000.00	\$2,145.00	\$8,510.00	\$0.00	\$21,490.00	28%
01-02-520-764	O&M: Station Utilities	\$14,692.63	\$175,000.00	\$12,768.29	\$53,971.43	\$0.00	\$121,028.57	31%
01-02-520-765	O&M: Trash Removal	\$0.00	\$10,000.00	\$0.00	\$1,711.00	\$0.00	\$8,289.00	17%
01-02-520-766	O&M: Oper & Maint Expense	\$1,709.06	\$45,000.00	\$1,485.78	\$14,851.22	\$0.00	\$30,148.78	33%
01-02-520-767	O&M: Safety Expense	\$805.99	\$5,000.00	\$774.01	\$1,211.07	\$0.00	\$3,788.93	24%
01-02-520-768	O&M: Landscaping	\$845.04	\$5,000.00	\$109.92	\$496.39	\$0.00	\$4,503.61	10%
01-02-520-769	O&M: Vehicle & Repair Exp	\$1,037.81	\$20,000.00	\$2,698.55	\$4,059.57	\$0.00	\$15,940.43	20%
01-02-520-770	O&M: Fuel/Tolls/Mileage Exp	\$5.00	\$30,000.00	\$3,767.71	\$3,791.71	\$0.00	\$26,208.29	13%
01-02-520-771	O&M: Collection System Expense	\$342.22	\$73,350.00	\$2,202.91	\$15,230.49	\$0.00	\$58,119.51	21%
01-02-520-772	O&M: Emergency Repairs	\$0.00	\$200,000.00	\$34,910.00	\$58,900.50	\$0.00	\$141,099.50	29%
01-02-520-773	O&M: Emergency Station Repairs	\$0.00	\$200,000.00	\$16,454.22	\$57,496.73	\$0.00	\$142,503.27	29%
01-02-520-774	O&M: Chemicals	\$0.00	\$8,025.00	\$0.00	\$0.00	\$0.00	\$8,025.00	0%
01-02-520-775	O&M Permits & Licensing	\$0.00	\$6,000.00	\$328.00	\$919.00	\$0.00	\$5,081.00	15%
01-03-600-001	Bond Debt (Principal)	\$0.00	\$45,600.00	\$0.00	\$11,847.45	\$0.00	\$33,752.55	26%
01-03-600-002	Bond Debt (Interest)	\$0.00	\$5,025.00	\$0.00	\$2,460.00	\$0.00	\$2,565.00	49%
	OPERATING FUND Expend Total	\$286,346.09	\$4,593,500.00	\$329,777.05	\$1,911,135.89	\$0.00	\$2,682,364.11	42%

PENNSAUKEN SEWERAGE AUTHORITY

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
01	OPERATING FUND							
	Revenue:		<u>Prior</u>	<u>Current</u>	<u>YTD</u>			
			-\$230.21	\$58,225.42	\$3,333,698.63			
	Expended:		\$286,346.09	\$329,777.05	\$1,911,135.89			
	Net Income:		-\$286,576.30	-\$271,551.63	\$1,422,562.74			

Grand Totals

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	-\$230.21	\$58,225.42	\$3,333,698.63
Expended:	\$286,346.09	\$329,777.05	\$1,911,135.89
Net Income:	-\$286,576.30	-\$271,551.63	\$1,422,562.74

Superintendent's Report

Meeting of June 15,2021

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

In regular and preventative maintenance we flushed 24,463 feet of gravity sewer main.789 feet was root cut and 5,470 feet was inspected using our CCTV equipment. We performed 232 utility mark outs. We responded to 59 calls for service. The call breakdown is as follows:

Main Line stoppages:	4
Vent stoppages:	10
Station alarms:	16
Miscellaneous services:	29

Respectfully submitted,



Anthony Figueroa
Superintendent

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

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 Archible, seconded by Mr. Pennestri to adjourn. On roll call all Commissioners present voted yes via teleconference and the motion carried.

Respectfully Submitted,



Bill Orth, Secretary