

**MINUTES
DELANCO SEWERAGE AUTHORITY
MARCH 9, 2010**

The meeting was called to order by Chairman Jenkins at 7:00 pm.

ROLL CALL

Members present: Mr. Dillenbeck, Mr. Fynan, Mrs. Hinkle, Mr. Lewandowski, Mr. Jenkins
Also present: Thomas Coleman, Attorney; William Kirchner, Engineer; Fred Weller, Exe Dir

FLAG SALUTE

The flag salute was led by Mr. Jenkins.

SUNSHINE STATEMENT

Please be advised that proper notice of this meeting has been given in compliance with the Open Public Meetings Act, P.L. 1975, Chapter 231 in the following manner. Written notice has been published in the January 17, 2010 edition of the Burlington County Times and the Courier Post and posted on the Official Bulletin Board of the Township of Delanco at least 48 hours prior to the meeting.

APPROVAL OF MINUTES:

Motion by Mr. Lewandowski, seconded by Mr. Dillenbeck to approve the February 9, 2010 minutes

Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes

TREASURER'S REPORT:

Motion by Mrs. Hinkle, seconded by Mr. Lewandowski to accept the Treasurer's report for February

Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes

PAYMENT OF BILLS:

Motion by Mr. Lewandowski, seconded by Mr. Dillenbeck to approve the payment of bills totaling \$124,778.95

Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes

<u>Check #</u>	<u>Payee</u>	<u>Amt Paid</u>
EFTPS	Electronic Federal Tax Payment System	\$2,554.74
EFTPS	State of New Jersey	333.72
TEPS	P.E.R.S.	901.80
TEPS	NJ State Health Benefits Program	1,380.99
2771	FEBA Insurance	96.75
2772	Allstate Life Insurance	1,260.00
2773	Beverly Sewerage Authority	100,500.00
2774	Burlington County Times	44.28
2775	Courier Post	63.36
2776	Sharlann Daley	51.65
2777	Delanco Sewerage Authority	9,574.38
2778	Joseph J Hays	496.32
2779	Philip Jenkins	8.82
2780	Nextel Communications	141.20
2781	One Call Systems Inc	2.20
2782	Perfect Services Co	2,996.25

2783	Petty Cash	41.21
2784	PSE&G	2,145.42
2785	Raymond, Coleman, Heinold, LLP	1,203.00
2786	Vera Taylor	487.34
2787	Township of Delanco	299.88
2788	USA Mobility	18.87
2789	Verizon	176.77
	TOTAL	\$124,778.95

OLD BUSINESS

1. Engineer's Report:

a) Creek Road realignment project: Mr. Kirchner reported the contractor grouted the main and will schedule when to begin paving.

b) Escrow projects: Mr. Kirchner reported Rivers Edge have not responded to the manhole issue, Creekside would like to have their Performance bond changed to a Maintenance bond, The Crossings have nothing new, Abundant Life's final connection calculation is \$41,250 and have been notified of this amount.

c) Easements: Mr. Kirchner reported the Authority has a sanitary sewer easement on the Delanco Township tax map block 1208 lot 5 which is described by the easement between J. George Wagner, et ux., to the Delanco Sewerage Authority, dated March 14, 1949 and found in Deed book 1060, page 448. Mr. Kirchner reported that this evaluation is based on the approximated location of the sanitary sewer on the property and if the Authority would like more definitive evidence, a survey of the area should be performed.

2. Beverly Sewerage Authority Meeting Report: Mr. Kirchner reported the permit compliance is stricter regarding copper and zinc. Mr. Kirchner reported the majority of the copper and zinc is generated from the water company and is working on other ways to dilute without water.

3. Operator's Report: Mr. Weller reported the flows are high because of the melting snow. Mr. Weller met with a contractor to begin the cosmetic repairs on the Newtons Landing pump station exterior.

4. Powerhouse Fair Share: Mr. Coleman stated he received an email from Powerhouse stating the check just needs a signature and Mr. Coleman should receive the check via mail by Friday.

NEW BUSINESS:

1. Perfect Services Maintenance Contract:

RESOLUTION 2010-14

Motion by Mr. Lewandowski, seconded by Mr. Fynan to adopt Resolution 2010-14 to approve and accept the maintenance contract for Perfect Services and authorize that funds are available
 Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes;
 Mr. Jenkins, yes

RESOLUTION 2010-14

RESOLUTION ACCEPTING AND AUTHORIZING A MAINTENANCE CONTRACT TO PROVIDE ONSITE EQUIPMENT REPAIRS ON THE SANITARY SEWER PUMP STATIONS BETWEEN THE DELANCO SEWERAGE AUTHORITY AND PERFECT SERVICES COMPANY LLC IN THE AMOUNT OF \$2,996.25 AND AUTHORIZING THAT FUNDS ARE AVAILABLE

PREVENATIVE MAINTENANCE AGREEMENT CONTRACT

This Service Agreement is entered into by Perfect Services Company, LLC, doing business as Perfect Services Company, hereinafter referred to as "Company" and Delanco Sewerage Authority hereinafter referred to as "Owner"

WHEREAS, the Company has submitted a preventative maintenance contract proposal, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "A" and Delanco Sewerage Authority

WHEREAS, Owner, is desirous of having Company perform the services as set forth in the aforesaid proposal, Exhibit "A" herein.

NOW, THEREFORE, BE IT RESOLVED, by the Delanco Sewerage Authority in consideration of the premises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Company shall provide and/or perform all services requested as set forth in Owners original Quotation Request.
2. Owner shall pay Company \$2,996.25 for requested services as outlined in the contract for the term of the contract which will expire on January 31, 2011 at 12:01 AM.
3. Owner hereby agrees to pay Company for all costs and work performed over and above the visits, including but not limited to travel, parts, fluids, labor and/or repairs, extra visits, etc.
4. Repairs are defined as any and all maintenance required over and above those items included in each visit.
5. Company hereby agrees to notify Owner of any and all repairs Company deems necessary for proper maintenance of Owners Equipment's. The parties agree, however, that no such repairs shall be performed absent authorization from Owner its agents servants or employees.
6. Owner hereby agrees to:
 - a. Regularly maintain the Equipment in accordance with service manuals supplied by the manufacturers and follow the prescribed test procedures.
 - b. Disconnect power to the Equipment as requested by the authorized inspection personnel for proper inspection and repair and provide a means by which the disconnected power switches may be locked in the OFF position by the authorized inspection personnel.
 - c. Provide an operator to be in attendance at all times during each inspection by Company to operate engine(s) during those portions of inspection requiring operation.
 - d. Provide personnel from time to time, to assist in the accomplishment of manual tasks, which may require more than one person.
 - e. Provide heavy lifting equipment when needed such as "A-frames" Hoists, and the like for changing or moving of the Equipment, including cranes and operators, if required
7. Company does not warrant, either expressly or impliedly, any parts or material, or the merchantability or fitness for a particular purpose of said parts or material. The owner's sole remedy is the warranty of the manufacturer. Company shall not be liable for, nor shall Owner make claim for, any special or consequential damages resulting from Company's performance of services hereunder or from any failure of Company to perform services hereunder or from the malfunction of any Equipment covered by this Agreement.

The services to be provided by Company hereunder shall not render Company an insurer of the Equipment. Owner acknowledges that the Equipment may malfunction notwithstanding performance of the services referred to herein and Owner shall bear sole responsibility for insuring or otherwise protecting itself against any such malfunction. Company expressly limits its liability hereunder to the cost of its services as set forth in paragraph two (2). Company expressly

disclaims and Owner hereby absolves Company from all liability for any losses suffered by Owner as the result of the malfunctioning of any items of the equipment which shall be a matter solely between Owner and the manufacturer of the Equipment. Owner further agrees to indemnify and hold harmless Company from any and all costs, including counsel fees incurred by Company in defending any suits instituted against Company arising out of alleged defects of any parts, material and/or equipment.

8. The terms of this Agreement shall be for the Contract Year. This Agreement shall continue from year to year therefore each subsequent year being a Contract Year, on these same conditions set forth herein, unless either part notifies the other party in writing at least thirty (30) days prior to the expiration of the then current Contract Year that it does not intend to renew the Agreement At any time. At any time after sixty (60) days following the first Contract Year, either party may terminate the Agreement upon thirty (30) days written notice to the other party. Notwithstanding any such termination, Owner shall remain liable to pay for services and any materials provided to the effective date of termination, prorated as may be required.

9. This agreement, together with the Exhibits annexed hereto, constitutes the entire agreement between the parties. No modification of any of the provisions herein shall be affective unless in writing and signed by the Company.

10. The laws of the State of New Jersey hereunder shall govern this agreement and all rights of the parties.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

MEETING OPENED TO THE PUBLIC

Mr. Jenkins opened the meeting to the public.

MEETING CLOSED TO THE PUBLIC

Since there were no comments, Mr. Jenkins closed the meeting to the public.

RESOLUTION 2010-15 EXECUTIVE SESSION

Motion by Mr. Lewandowski, seconded by Mrs. Hinkle to approve Resolution 2010 - 15 to go into Executive session pursuant to N.J.S.A. 10:4-12 to discuss contractual matters

Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes

Motion by Mrs. Hinkle, seconded by Mr. Dillenbeck to return to public session

Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes

Motion by Mr. Dillenbeck, seconded by Mrs. Hinkle to adjourn the meeting

Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes