

**MINUTES
DELANCO SEWERAGE AUTHORITY
JANUARY 11, 2011**

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. Dillenbeck, seconded by Mr. Fynan to approve the December 14, 2010 minutes
Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, abstain; Mr. Lewandowski, yes;
Mr. Jenkins, yes

TREASURER'S REPORT:

Motion by Mr. Dillenbeck, seconded by Mr. Lewandowski to accept the Treasurer's report for December
Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes

PAYMENT OF BILLS:

Motion by Mr. Dillenbeck, seconded by Mrs. Hinkle to approve the payment of bills totaling \$ 38,833.80
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	\$4,000.02
TEPS	State of New Jersey	551.55
TEPS	P.E.R.S.	633.60
TEPS	NJ State Health Benefits Program	1,455.73
2951	ABB Inc	600.00
2952	AFA Protective Systems, Inc	238.85
2953	Delanco Sewerage Authority	13,178.56
2954	Joseph J Hays	744.48
2955	Jenkins, Phil	129.23
2956	Nextel Communications	108.30
2957	One Call Concepts	42.11
2958	Perfect Services Co LLC	2,966.25
2959	Perfect Services Co LLC	686.95
2960	PSE&G	1,815.94
2961	Raymond, Coleman & Heinold LLP	332.00
2962	Staples Credit Plan	97.95

2963	Vera Taylor	525.54
2964	US Bank National Association - VOID	VOID
2965	USA Mobility	18.26
2966	Verizon	191.69
2967	TD Bank	10,516.79
	TOTAL	\$38,833.80

OLD BUSINESS

1. Engineer's Report:

a) Escrow projects: Mr. Kirchner reported there is nothing new for RiversEdge, Creekside, The Crossings, Abundant Life, except the Zurbrugg Site has requested a reduction in sewer fees.

2. Beverly Sewerage Authority Meeting Report: Mr. Kirchner reported they are starting the plant improvements now so they will be complete for when the permit takes effect.

3. Operator's Report: Mr. Weller reported the flows were normal for the 2010 year. He also reported that on December 7th, ABB Inc calibrated the meter to be 99.9% accurate and on December 15th there was a main line stoppage on Delview Lane. Mr. Weller pointed out that there is a new maintenance contract to be approved for Perfect Services Company LLC and that there is a surveying proposal from Environmental Resolutions to be approved.

4. TD Bank processing fees: Mr. Coleman reported that TD Bank will not resign as trustee. Mr. Coleman informed the Authority they can contact the numerous stockholders to request the resignation but the fees (TD Bank's and his) may be costly. The Authority reluctantly agreed to keep TD Bank as trustee as there is only approximately seven (7) years remaining for the loan.

NEW BUSINESS

1. Mr. Jenkins stated the new owners of the Mansion, Grapevine Development, submitted a letter requesting a reduction in sewer fees for their property located at 531 Delaware Avenue. After a brief discussion and a comment from Mr. Weller stating the Federal Government denied a loan because the rates were too low, the Authority agreed the Mansion will be billed per the Code book.

2. Mr. Jenkins stated there were two (2) RFP/RFQ's submitted for solicitor and one (1) for auditor. Mr. Jenkins stated he and Mr. Lewandowski reviewed the proposals. Mr. Jenkins stated the rates were the same for the solicitor but one company is large and the other company is small. Mr. Jenkins stated he likes a smaller company so the Authority's needs can receive the attention they require.

3. **RESOLUTION 2011-01**

Motion by Mr. Dillenbeck, seconded by Mr. Fynan to adopt Resolution 2011-01 to accept the surveying services proposal from Environmental Resolutions Inc to not exceed \$5,750.00
Roll Call: Mr. Dillenbeck, yes; Mr. Fynan, yes; Mrs. Hinkle, yes; Mr. Lewandowski, yes; Mr. Jenkins, yes

RESOLUTION 2011-01

RESOLUTION ACCEPTING A QUOTE FOR SURVEYING SERVICES THROUGHOUT THE TOWNSHIP OF DELANCO AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE DELANCO SEWERAGE AUTHORITY AND ENVIRONMENTAL RESOLUTIONS IN THE AMOUNT OF \$5,750 AND AUTHORIZING THAT FUNDS ARE AVAILABLE

WHEREAS, the Delanco Sewerage Authority has determined there exists a need for surveying services to locate sanitary sewer easements throughout the Township of Delanco; and

WHEREAS, Environmental Resolutions Inc submitted a quote and the Authority has reviewed the quote submitted; and

WHEREAS, the Authority desires to award a contract for the said quote for surveying services to locate sewer easements throughout the Township of Delanco; and

WHEREAS, the Authority has determined that the quote from Environmental Resolutions Inc for this project at a price of \$5,750 is acceptable and has complied with the requirements contained in the notice to quote and satisfied the Authority that it will perform the required work; and

WHEREAS, this serves as certification that funds are available for said project

NOW THEREFORE, BE IT RESOLVED, by the Delanco Sewerage Authority, that the quote from Environmental Resolutions Inc be accepted and the contract for said project be awarded to Environmental Resolutions Inc in the amount of \$5,750 and in the form and embodying the terms set forth in the specifications and proposal and that funds are available.

4. RESOLUTION 2011-02

Motion by Mr. Dillenbeck, seconded by Mr. Fynan to adopt Resolution 2011-02 to accept the maintenance contract from Perfect Services in the amount of \$2,996.25

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

RESOLUTION 2011-02

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

PREVENTATIVE 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, 2012 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 Owner's 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 was no public, Mr. Jenkins closed the meeting to the public.

RESOLUTION 2011-03 EXECUTIVE SESSION

Motion by Mr. Dillenbeck, seconded by Mr. Fynan to approve Resolution 2011-03 to go into Executive session pursuant to N.J.S.A. 10:4-12 to discuss Personnel

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

Motion by Mr. Dillenbeck, seconded by Mr. Lewandowski 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 Mr. Lewandowski to adjourn the meeting

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

1/11/2011 MEETING