

# MUSCONETCONG SEWERAGE AUTHORITY

Commissioners' Meeting  
April 23, 2020

## REGULAR MEETING OF THE MUSCONETCONG SEWERAGE AUTHORITY \*\*HELD VIA RECORDED VIRTUAL/TELECONFERENCE DUE TO COVID-19\*\*

Chairman Rattner called the meeting to order at 7:30 PM. Chairman opted to forego the Pledge of Allegiance to the Flag (no flag present due to virtual/teleconference related to COVID-19), announcement was made that adequate notice of this meeting had been provided for as defined by the "Open Public Meetings Act".

Members Present: James Benson, Andrew Cangiano, Michael Grogan, Brian McNeilly, Melanie Michetti, Michael Pucilowski, Steven Rattner, Thomas Romano, Richard Schindelar, Joseph Schwab, Elmer Still, Jack Sylvester

Members Absent:

Others Present: Pat Dwyer Esq., Debbie Palma QPA, , James Schilling MSA Director, Jilliam Martucci Administrative, Jim Wancho PE,

### Attendance Roll Call:

Mr. Benson	Absent	Mr. Rattner	Present
Mr. Cangiano	Present	Mr. Romano	Present
Mr. Grogan	Present	Mr. Schindelar	Present
Mr. McNeilly	Present	Mr. Schwab	Present
Mrs. Michetti	Present	Mr. Still	Present
Mr. Pucilowski	Present	Mr. Sylvester	Present

Chairman Rattner opened and closed the meeting to the public.

The "Regular" meeting minutes of March 26, 2020 were moved on a motion offered by Mr. Schwab, seconded by Mr. Schindelar. Roll Call Vote:

Mr. Benson	Absent	Mr. Rattner	Abstain
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Abstain
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

The Financial Reports for 2019 was accepted on a motion offered by Mr. Schindelar, seconded by Mr. McNeilly. Roll Call Vote:

Mr. Benson	Absent	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

The Financial Reports for 2020 was accepted on a motion offered by Mr. Schindelar, seconded by Mr. McNeilly.  
Roll Call Vote:

Mr. Benson	Absent	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

The Financial Reports as of February 29, 2020 was accepted on a motion offered by Mr. Schindelar, seconded by Mr. McNeilly. Roll Call Vote:

Mr. Benson	Absent	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

### Financial Report – December 31, 2019

Musconetcong Sewerage Authority Balance Sheet As of December 31, 2019		Musconetcong Sewerage Authority Balance Sheet As of December 31, 2019	
Dec 31, 19		Dec 31, 19	
<b>ASSETS</b>			
<b>Current Assets</b>		Due to Municipalities	1.00
Checking/Savings		Compensated Absences Payable	57,504.16
Operating Acct TD - 8169	1,695,363.42	Accrued Interest Payable	38,431.25
Payroll Account TD 2014 - 3717	24,857.24	Accounts Payable - Pension	96,046.00
Capital Improvement TD - 5030	486,447.25	Accrued Liabilities	8,550.22
Escrow Account TD Bank	8,582.99	<b>Total Other Current Liabilities</b>	<b>240,557.64</b>
Renewal & Replacement TD -1360	368,123.51	<b>Total Current Liabilities</b>	<b>311,437.31</b>
Petty Cash	150.00	<b>Long Term Liabilities</b>	
<b>Total Checking/Savings</b>	<b>2,583,524.41</b>	Net Pension Liability	1,901,218.00
Other Current Assets		Loans Payable	2,784,238.38
Prepaid Expenses	179.99	Def. Inflows of Resources	
<b>Total Other Current Assets</b>	<b>179.99</b>	Unamort Gain on Refunding 2007	23,800.00
<b>Total Current Assets</b>	<b>2,583,704.40</b>	Def. Pension Inflows	872,269.00
<b>Fixed Assets</b>		<b>Total Def. Inflows of Resources</b>	<b>896,069.00</b>
Construction in Progress	505,067.77	<b>Total Long Term Liabilities</b>	<b>5,581,525.38</b>
Accumulated Depreciation	-36,330,914.17	<b>Total Liabilities</b>	<b>5,892,962.69</b>
Capital Assets, Depreciated	61,039,290.84	<b>Equity</b>	
Land	505,700.00	Net Investment in Capital Asset	22,280,460.00
<b>Total Fixed Assets</b>	<b>25,719,144.24</b>	<b>Restricted</b>	
Other Assets		Current Debt Service	32,673.00
Def. Pension Outflows	579,237.00	Future Retirement Reserve	50,000.00
<b>Total Other Assets</b>	<b>579,237.00</b>	<b>B-29 Capital Improvements</b>	
<b>TOTAL ASSETS</b>	<b>28,882,085.64</b>	Contract 310 Phase III Air Pent	13.42
<b>LIABILITIES &amp; EQUITY</b>		Contract 305 NJIB Application	284.44
<b>Liabilities</b>		Contract 300 Influent Screening	105,384.17
<b>Current Liabilities</b>		Contract 295 Tertiary Trtmt	301,851.88
Accounts Payable		B-29 Capital Improvements - Other	16,056.44
20000 - Accounts Payable	70,879.67	<b>Total B-29 Capital Improvements</b>	<b>423,590.35</b>
<b>Total Accounts Payable</b>	<b>70,879.67</b>	<b>B-30 Renewal and Replacement</b>	
Other Current Liabilities		Contract 320 #3 & 4 Drive Units	4,016.54
Accrued Payroll Liabilities		Contract 315 Sludge Pumps Eval	-114.96
VALIC	-450.00	B-30 Renewal and Replacement - Other	386,434.40
PERS - Contributions	5,985.03	<b>Total B-30 Renewal and Replacement</b>	<b>390,335.98</b>
PERS - Loans	15,868.78	<b>Operations</b>	<b>50,000.00</b>
PERS - Insurance	787.84	<b>Total Restricted</b>	<b>946,599.33</b>
Union Dues	682.50	<b>Unrestricted</b>	
Accrued Payroll Liabilities - Other	10,364.37	Undesignated	-485,563.70
<b>Total Accrued Payroll Liabilities</b>	<b>33,238.52</b>	<b>Total Unrestricted</b>	<b>-485,563.70</b>
Escrow Deposits Payable		<b>32000 - Retained Earnings</b>	<b>-616,257.91</b>
40 - Bank Street Crown Walk Urban Re	-1,385.00	<b>Net Income</b>	<b>863,885.23</b>
34 Bnk Street Urban Renewal LLC	712.50	<b>Total Equity</b>	<b>22,989,122.95</b>
QuickChek Roxbury	210.00	<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>28,882,085.64</b>
700 International Drive	-110.00		
Waterloo Valley Road Sewer Ext.	100.75		
Hopatcong State Park WQMP Amend	792.50		
Crownpoint Multifamily Project	904.25		
Escrow Deposits Payable - Other	5,561.49		
<b>Total Escrow Deposits Payable</b>	<b>6,786.49</b>		

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Accrual Basis

**Musconetcong Sewerage Authority  
Budget vs. Actual Expenditure Report  
January through December 2019**

	Jan - Dec 19	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Net Position Utilized	107,978.00	107,978.00	0.00	100.0%
budget reimbursement	0.00	0.00	0.00	0.0%
Interest	21,061.17			
trustee passdown	4,427,302.17	4,427,402.00	-99.83	100.0%
<b>Total Income</b>	4,556,341.34	4,535,380.00	20,961.34	100.5%
<b>Gross Profit</b>	4,556,341.34	4,535,380.00	20,961.34	100.5%
<b>Expense</b>				
<b>Personnel Services</b>				
B-1 - Administrative-S&W	146,882.65	172,000.00	-25,117.35	85.4%
B-14 - Operating-S&W	633,268.26	667,500.00	-34,231.74	94.9%
<b>Total Personnel Services</b>	780,150.91	839,500.00	-59,349.09	92.9%
<b>Employee Benefits</b>				
B-9 - Pension	96,511.78	102,000.00	-5,488.22	94.6%
B-8 - Social Security	58,848.23	65,500.00	-6,651.77	89.8%
B-10 - Hosp				
Dental/Eyeglass	5,372.16			
Hospitalization	73,446.57			
B-10 - Hosp - Other	57,627.01	200,000.00	-142,372.99	28.8%
<b>Total B-10 - Hosp</b>	136,445.74	200,000.00	-63,554.26	68.2%
B-11 - Disability Insurance	7,364.41	10,000.00	-2,635.59	73.6%
B-6 - Unemployment	6,060.02	7,000.00	-939.98	86.6%
<b>Total Employee Benefits</b>	305,230.18	384,500.00	-79,269.82	79.4%
<b>Administration Expenses</b>				
B-2 - Administrative-OE	18,826.37	40,000.00	-21,173.63	47.1%
<b>Total Administration Expenses</b>	18,826.37	40,000.00	-21,173.63	47.1%
<b>Operations and Maintenance</b>				
B-3 - Legal	25,468.30	30,000.00	-4,531.70	84.9%
B-4 - Audit	14,309.05	15,000.00	-690.95	95.4%
B-5 - Engineer	24,479.55	30,000.00	-5,520.45	81.6%
B-15 - Telephone	21,013.21	25,000.00	-3,986.79	84.1%
B-16 - Electric	369,557.65	477,500.00	-107,942.35	77.4%
B-17 - Propane/Fuel Oil	15,338.66	29,000.00	-13,661.34	52.9%
B-18 - Supplies/Chemicals	179,423.15	200,000.00	-20,576.85	89.7%
B-27 - Laboratory Supplies	6,321.64	12,000.00	-5,678.36	52.7%
B-13 - Office	25,305.45	25,000.00	305.45	101.2%
B-31 - External Services	41,226.71	70,000.00	-28,773.29	58.9%
B-28 - Education/Training	19,994.48	20,000.00	-5.52	100.0%
B-25 - Laboratory Fees	14,875.32	30,000.00	-15,124.68	49.6%
B-19 - Maintenance/Repairs	175,575.76	200,000.00	-24,424.24	87.8%
B-20 - Insurance	99,361.00	110,000.00	-10,639.00	90.3%
B-24 - NJDEP Fees	20,467.15	25,000.00	-4,532.85	81.9%
B-12 - Trustee Admin Fee	15,030.00	20,000.00	-4,970.00	75.2%
B-23 - Permit Appl/Compliance Fees	11,029.60	25,000.00	-13,970.40	44.1%
B-21 - Equipment	43,300.05	60,000.00	-16,699.95	72.2%
B-26 - Sludge Disposal	615,126.95	720,000.00	-104,873.05	85.4%
B-22 - Contingency	18,527.50	25,000.00	-6,472.50	74.1%
<b>Total Operations and Maintenance</b>	1,755,729.18	2,148,500.00	-392,770.82	81.7%
<b>Debt Service</b>				
Debt Svs - Principial Payment	630,644.08	630,645.00	-0.92	100.0%
Debt Svs - Interest Payment	73,271.65	92,235.00	-18,963.35	79.4%
<b>Total Debt Service</b>	703,915.73	722,880.00	-18,964.27	97.4%
<b>Reserves</b>				
B-29 - Capital Improvement	300,000.00	300,000.00	0.00	100.0%
B-30 - Renewal & Replacement	100,000.00	100,000.00	0.00	100.0%
<b>Total Reserves</b>	400,000.00	400,000.00	0.00	100.0%
<b>Total Expense</b>	3,963,852.37	4,535,380.00	-571,527.63	87.4%

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Accrual Basis

**Musconetcong Sewerage Authority**  
**Budget vs. Actual Expenditure Report**  
January through December 2019

	<u>Jan - Dec 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Ordinary Income	592,488.97	0.00	592,488.97	100.0%
Other Income/Expense				
Other Income				
OPRA request	28.00			
Total Other Income	28.00			
Net Other Income	28.00			
Net Income	<u>592,516.97</u>	<u>0.00</u>	<u>592,516.97</u>	<u>100.0%</u>

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Cash Basis

**Musconetcong Sewerage Authority**  
**Balance Sheet**  
As of March 31, 2020

	<u>Mar 31, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Operating Acct TD - 8169	1,600,115.62
Payroll Account TD 2014 - 3717	34,774.96
Capital Improvement TD - 5030	958,096.88
Escrow Account TD Bank	9,392.99
Renewal & Replacement TD -1360	415,335.55
Petty Cash	150.00
<b>Total Checking/Savings</b>	<u>3,017,866.00</u>
Other Current Assets	
Prepaid Expenses	179.99
<b>Total Other Current Assets</b>	<u>179.99</u>
<b>Total Current Assets</b>	<u>3,018,045.99</u>
<b>Fixed Assets</b>	
Construction in Progress	505,067.77
Accumulated Depreciation	-36,330,914.17
Capital Assets, Depreciated	61,039,290.64
Land	505,700.00
<b>Total Fixed Assets</b>	<u>25,719,144.24</u>
<b>Other Assets</b>	
Def. Pension Outflows	579,237.00
<b>Total Other Assets</b>	<u>579,237.00</u>
<b>TOTAL ASSETS</b>	<u><u>29,316,427.23</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
20000 - Accounts Payable	-16,863.19
<b>Total Accounts Payable</b>	<u>-16,863.19</u>
<b>Other Current Liabilities</b>	
Accrued Payroll Liabilities	
VALIC	-900.00
PERS - Contributions	-5,357.41
PERS - Loans	24,719.44
PERS - Insurance	910.33
Union Dues	-838.50
Accrued Payroll Liabilities - Other	-5,955.96
<b>Total Accrued Payroll Liabilities</b>	<u>12,577.90</u>
<b>Escrow Deposits Payable</b>	
40 - Bank Street Crown Walk Urban Re	1,825.00
34 Bnk Street Urban Renewal LLC	12.50
QuickChek Roxbury	210.00
Waterloo Valley Road Sewer Ext.	100.75
Hopatcong State Park WQMP Amend	792.50
Crownpoint Multifamily Project	904.25
Escrow Deposits Payable - Other	5,561.49
<b>Total Escrow Deposits Payable</b>	<u>9,406.49</u>

**Musconetcong Sewerage Authority**  
**Balance Sheet**  
 As of March 31, 2020

	Mar 31, 20
Due to Municipalities	1.00
Compensated Absences Payable	57,504.16
Accrued Interest Payable	38,431.25
Accounts Payable - Pension	96,046.00
Accrued Liabilities	8,550.22
Total Other Current Liabilities	222,517.02
Total Current Liabilities	205,653.83
Long Term Liabilities	
Net Pension Liability	1,901,218.00
Loans Payable	2,784,238.38
Def. Inflows of Resources	
Unamort Gain on Refunding 2007	23,800.00
Def. Pension Inflows	872,269.00
Total Def. Inflows of Resources	896,069.00
Total Long Term Liabilities	5,581,525.38
Total Liabilities	5,787,179.21
Equity	
Net Investment in Capital Asset	22,280,460.00
Restricted	
Current Debt Service	32,673.00
Future Retirement Reserve	50,000.00
B-29 Capital Improvements	
325 - Contract 325 - SC 3&4	150,000.00
330 - Contract 330 GT 1	65,753.00
Contract 310 Phase III Air Pemt	-1,794.08
Contract 305 NJIB Application	284.44
Contract 300 Influent Screening	103,045.53
Contract 295 Tertiary Trtmt	292,076.88
B-29 Capital Improvements - Other	484,340.60
Total B-29 Capital Improvements	1,093,706.37
B-30 Renewal and Replacement	415,335.98
Operations	50,000.00
Total Restricted	1,641,715.35
Unrestricted	
Undesignated	-485,563.70
Total Unrestricted	-485,563.70
3000 - Opening Bal Equity	-272,000.00
32000 - Retained Earnings	247,627.32
Net Income	117,009.05
Total Equity	23,529,248.02
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>29,316,427.23</b>

**Musconetcong Sewerage Authority**  
**Budget vs. Actual Expenditure Report**  
January through March 2020

	Jan - Mar 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Net Position Utilized	0.00	107,978.00	-107,978.00	0.0%
Interest	9,628.48			
trustee passdown	2,230,700.98	4,427,402.00	-2,196,701.02	50.4%
<b>Total Income</b>	<b>2,240,329.46</b>	<b>4,535,380.00</b>	<b>-2,295,050.54</b>	<b>49.4%</b>
<b>Gross Profit</b>	<b>2,240,329.46</b>	<b>4,535,380.00</b>	<b>-2,295,050.54</b>	<b>49.4%</b>
<b>Expense</b>				
<b>Personnel Services</b>				
B-1 · Administrative-S&W	35,501.48	165,958.00	-130,456.52	21.4%
B-14 · Operating-S&W	151,150.29	667,500.00	-516,349.71	22.6%
<b>Total Personnel Services</b>	<b>186,651.77</b>	<b>833,458.00</b>	<b>-646,806.23</b>	<b>22.4%</b>
<b>Employee Benefits</b>				
B-9 · Pension	101,018.00	102,000.00	-982.00	99.0%
B-8 · Social Security	14,024.23	65,500.00	-51,475.77	21.4%
B-10 · Hosp				
Dental/Eyeglass	1,707.40			
Hospitalization	35,852.41	200,000.00	-164,147.59	17.9%
B-10 · Hosp - Other	-623.55			
<b>Total B-10 · Hosp</b>	<b>37,036.26</b>	<b>200,000.00</b>	<b>-162,963.74</b>	<b>18.5%</b>
B-11 · Disability Insurance	1,440.03	10,000.00	-8,559.97	14.4%
B-6 · Unemployment	2,706.46	7,000.00	-4,293.54	38.7%
Employee Benefits - Other	0.00	0.00	0.00	0.0%
<b>Total Employee Benefits</b>	<b>156,224.98</b>	<b>384,500.00</b>	<b>-228,275.02</b>	<b>40.6%</b>
<b>Administration Expenses</b>				
B-2 · Administrative-OE	8,501.43	40,000.00	-31,498.57	21.3%
Administration Expenses - Other	0.00	0.00	0.00	0.0%
<b>Total Administration Expenses</b>	<b>8,501.43</b>	<b>40,000.00</b>	<b>-31,498.57</b>	<b>21.3%</b>
<b>Operations and Maintenance</b>				
B-3 · Legal	7,924.00	30,000.00	-22,076.00	26.4%
B-4 · Audit	1,704.45	15,000.00	-13,295.55	11.4%
B-5 · Engineer	3,630.03	30,000.00	-26,369.97	12.1%
B-15 · Telephone	9,173.46	20,000.00	-10,826.54	45.9%
B-16 · Electric	72,750.40	482,500.00	-409,749.60	15.1%
B-17 · Propane/Fuel Oil	4,350.19	29,000.00	-24,649.81	15.0%
B-18 · Supplies/Chemicals	33,315.07	200,000.00	-166,684.93	16.7%
B-27 · Laboratory Supplies	1,198.05	12,000.00	-10,801.95	10.0%
B-13 · Office	11,194.33	30,000.00	-18,805.67	37.3%
B-31 · External Services	10,625.96	70,000.00	-59,374.04	15.2%
B-28 · Education/Training	5,749.16	20,000.00	-14,250.84	28.7%
B-25 · Laboratory Fees	2,428.05	30,000.00	-27,571.95	8.1%
B-19 · Maintenance/Repairs	55,347.67	200,000.00	-144,652.33	27.7%
B-20 · Insurance	46,509.00	110,000.00	-63,491.00	42.3%
B-24 · NJDEP Fees	7,133.00	25,000.00	-17,867.00	28.5%
B-12 · Trustee Admin Fee	7,515.00	20,000.00	-12,485.00	37.6%
B-23 · Permit Appl/Compliance Fees	2,782.38	25,000.00	-22,217.62	11.1%
B-21 · Equipment	0.00	70,000.00	-70,000.00	0.0%
B-26 · Sludge Disposal	95,692.60	720,000.00	-624,407.40	13.3%
B-22 · Contingency	0.00	25,000.00	-25,000.00	0.0%
Operations and Maintenance - Other	0.00	0.00	0.00	0.0%
<b>Total Operations and Maintenance</b>	<b>378,922.80</b>	<b>2,163,500.00</b>	<b>-1,784,577.20</b>	<b>17.5%</b>
<b>Debt Service</b>				
Debt Svs - Principal Payment	41,155.50	638,837.00	-597,681.50	6.4%
Debt Svs - Interest Payment	30,107.97	75,085.00	-44,977.03	40.1%
<b>Total Debt Service</b>	<b>71,263.47</b>	<b>713,922.00</b>	<b>-642,658.53</b>	<b>10.0%</b>
<b>Reserves</b>				
B-29 · Capital Improvement	75,000.00	300,000.00	-225,000.00	25.0%
B-30 · Renewal & Replacement	25,000.00	100,000.00	-75,000.00	25.0%
<b>Total Reserves</b>	<b>100,000.00</b>	<b>400,000.00</b>	<b>-300,000.00</b>	<b>25.0%</b>

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04/17/20  
Accrual Basis

**Musconetcong Sewerage Authority**  
**Budget vs. Actual Expenditure Report**  
January through March 2020

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	<u>Jan - Mar 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total Expense	901,564.45	4,535,380.00	-3,633,815.55	19.9%
Net Ordinary Income	1,338,765.01	0.00	1,338,765.01	100.0%
Net Income	<u>1,338,765.01</u>	<u>0.00</u>	<u>1,338,765.01</u>	<u>100.0%</u>



The Pending Vouchers for the month of March, 2020 were approved for payment on a motion offered by Mr. Romano, seconded by Mr. Schindelar and the affirmative roll call vote of members present.

Mr. Benson	Absent	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

**Musconetcong Sewerage Authority  
Transaction List by Date  
December 31, 2019 through April 17, 2020**

	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
<b><u>OPERATING:</u></b>	ADP, LLC	Final Invoice - 555013008	B-2 · Administrativ	351.89
	American Wear	Inv 676761, 679361, 681	B-31 · External Ser	607.28
	Applied Analytics, Inc.	Inv A20-23310 - Water M	B-19 · Maintenanc	4,250.00
	Aqua Pro-Tech Laborato	Inv 0030244M	B-25	345.05
	Cintas First Aid & Safety	Inv 5016363389	B-31 · External Ser	98.77
	Constellation New Energ	Inv 7285915-6	B-16 · Electric	20,553.17
	Fisch Solutions	Inv 7896 - Software Licen	B-13 · Office	120.00
	Grainger	Inv 6470983371 - Fire Ho	B-19 · Maintenanc	147.54
	JCP&L	Acct # 100 106 392 077 -	B-16 · Electric	16,286.03
	JCP&L	Account # 200 000 010 1	B-16 · Electric	6,802.09
	Lackawanna Computer F	04.03.20 - Server Cage, L	B-13 · Office	1,106.98
	Lowe's Companies, Inc.	01.13.20-03.20.20 - Supp	B-19 · Maintenanc	319.18
	Main Pool & Chemical Cr	Inv 2081916 - Sodium Hy	B-18 · Supplies/Ch	2,344.00
	Main Pool & Chemical Cr	Invoice 2082252	B-18 · Supplies/Ch	2,578.40
	Musconetcong Watershi	Annual Sponsorship	B-28 Education &	250.00
	NJ American Water Co.	Water Service 03.10.20 -	B-31 · External Ser	685.32
	NJ Utility Authorities JIF	Invoice # NJUA249-20208	B-20 · Insurance	58,528.00
	Office Concepts Group	Invoice 941111-0 - Office	B-13 · Office	395.96
	One Call Concepts, Inc.	Invoice 35425 - March 20	B-2 · Administrativ	53.04
	Passaic Valley Sewerage	Invoice # 517479 - Liquid Waste Acceptance		32,413.50
	PCS Pump and Process	Inv 6482	B-19 · Maintenanc	2,478.75
	PS&S	Engineering Fees - 03.	B-5 · Engineer	1,595.00
	Russell Reid	Sludge Hauling 03.02.20	B-26 · Sludge Dispc	23,483.25
	Sanitation Squad	Sanitizing & Cleaning o	B-31 · External Ser	3,850.00
	Schilling, James	OOP - Reimbursement - I	B-13 · Office	1,071.00
	SEM/BDS Stroudsburg El	Invoice # 6030504 - HOS	B-19 · Maintenanc	3,252.50
	Shell Fleet Plus-WEX Bar	Fuel Purchases March 20	B-17 · Propane/Fu	180.25
	State Industrial Products	12.02.2019 & 01.03.2020	B-18 · Supplies/Ch	7,650.62
	United Federated System	Inv 243401 Serv Call 03.2	B-19 · Maintenanc	147.50
	USA Bluebook	Inv 166856, 163875	B-19 · Maintenanc	563.29
	USALCO	DelPAC 1525	B-18 · Supplies/Ch	13,508.61
	Verizon	Acct 155-312-102-0001-	B-15 · Telephone	139.41
	Verizon	Acct 756.215.705.0001.0	B-15 · Telephone	296.91
	Verizon	Inv 542023849-0001 -	B-15 · Telephone	743.15
	Water Environment Fed	Annual Membership Ren	B-28 Education &	364.00
	WRS Environmental Serv	Inoivces 22258 22348 22	B-26 · Sludge Dispc	<u>22,082.40</u>
		<b>TOTAL:</b>		<b>229,642.84</b>

	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
<b><u>CAPITAL:</u></b>	GMH Associates of Amer Inv 20C2027S & 20C2027 B-29 Contract 330			56,247.00
	PS&S	Engineering Services - Inf Contract 300 Influi		<u>4,496.23</u>
			<b>TOTAL:</b>	<b>60,743.23</b>
<b><u>PAYROLL:</u></b>	MSA Payroll/PrimePoint 04.03.2020		B-1, B-14	37221.81
	MSA Payroll/PrimePoint 04.17.2020		B-1, B-14	<u>32127.72</u>
			<b>TOTAL:</b>	<b>69349.53</b>
<b><u>ONLINE/ MANUAL CKS:</u></b>	VALIC	04.03.2020		450
	NJ Pensions & Benefits	04.08.2020		7409.03
	NJHB	04.08.2020		10897
	VALIC	04.17.2020		<u>450</u>
			<b>TOTAL:</b>	<b>19206.03</b>
<b><u>R&amp;R:</u></b>		0		0
<b><u>ESCROW:</u></b>		0		0

COMMENTS:

- Chairman Rattner notes the over expenditure on Air Permit project that Mr. Schwab pointed out prior to the meeting. Mr. Rattner asked Debbie Palma, QPA to please be diligent in reviewing each project to ensure we stay within budget.

The following **correspondence** for the month of April, 2020 was received and filed on a motion offered by Mr. Cangiano, seconded by Mr. Schindelar. All In Favor Vote:

Mr. Benson	Absent	Mr. Rattner	Aye
Mr. Cangiano	Aye	Mr. Romano	Aye
Mr. Grogan	Aye	Mr. Schindelar	Aye
Mr. McNeilly	Aye	Mr. Schwab	Aye
Mrs. Michetti	Aye	Mr. Still	Aye
Mr. Pucilowski	Aye	Mr. Sylvester	Aye

**Correspondence:**

- PS&S Contract No. 300 Influent Screening Facility - Rejection of bids to contractors (A1, A2)
- NJDEP FY2020 Annual Fee Report, Public Hearing May 6, 2020
- PS&S Proposal – Hopatcong State Park Sewer Connection – Escrow Inspection Services
- Tertiary Treatment Project, Contract 295

COMMENTS:

- Chairman Rattner inquired about the Hopatcong State Park Project.
- Mrs. Michetti asked if we have received the additional Escrow funds.
- Mr. Schilling advised that we are waiting on additional Escrow funds, they have been requested
- Mr. Schwab asked if the proposal was forwarded to Hopatcong State Park, Mr. Schilling advised it was not that the MSA always requests Escrow from the contractor & MSA pays Engineer directly with funds received.
- Pat Dwyer, Esq. advised that we are to comply with TWA Escrow for \$500.00 additional Escrow

**Monthly Reports:**

The Director's Report, and Maintenance and Repairs Report, for the month of April, 2020 and Flow Data for March 2020 was accepted on a motion offered by Mr. Schindelar and seconded by Mr. Schwab. All in Favor Vote:

Mr. Benson	Absent	Mr. Rattner	Aye
Mr. Cangiano	Aye	Mr. Romano	Aye
Mr. Grogan	Aye	Mr. Schindelar	Aye
Mr. McNeilly	Aye	Mr. Schwab	Aye
Mrs. Michetti	Aye	Mr. Still	Aye
Mr. Pucilowski	Aye	Mr. Sylvester	Aye

COMMENTS:

- Mr. McNeilly asked Director Schilling if he is seeing any change in daily operations
- Director Schilling advised that flows are up, fibrous material, detergent bi-products however we are not seeing a lot of latex & nitrile gloves. All hauling as well as chemicals & supplies are still being handling regularly

The Engineer's Report for the month of April, 2020 was accepted on a motion offered by Mr. Schindelar, seconded by Mrs. Michetti. Roll Call Vote:

Mr. Benson	Absent	Mr. Rattner	Aye
Mr. Cangiano	Aye	Mr. Romano	Aye
Mr. Grogan	Aye	Mr. Schindelar	Aye
Mr. McNeilly	Aye	Mr. Schwab	Aye
Mrs. Michetti	Aye	Mr. Still	Aye
Mr. Pucilowski	Aye	Mr. Sylvester	Aye

COMMENTS:

- Chairman Rattner asks about the health & stability of PS&S
- Jim Wancho, Engineer advised that everyone is healthy & working remotely. Engineer services are deemed essential

**New Business:**

**New Business:**

- Resolution 20-21, award contract to Pumping Services, Inc. to Supply 19 Pumps through the NJCPS, MSA Contract No. 335
- \*Resolution 20-24, granting Director Temporary Authorization in Response to the Corona Virus
- \*Resolution 20-25, award contract to PS&S to provide Air Permit Sampling Services in Connection with NJDEP Preconstruction Permit (PCP) 200001 without Public Advertising as a Professional Service
- \*Resolution 20-26, Authorizing the Director to Advertise for Bids for Tertiary Treatment Replacement Project. MSA Contract No. 295

1. Resolution No. 20-21 was offered on a motion by Mr. Sylvester seconded by Mr. Schindelar and the affirmative roll call vote of members present. Roll Call:

Mr. Benson	Abstain	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

See attached resolution

COMMENTS:

- Chairman Rattner confirms that this is the project for \$150,000.00.
- Director Schilling advises this project would be funded through the NJ iBank Loan.
- Mr. Pucilowski notes the verbiage on page 2 of the resolution "further resolved Treasurer has certified funds are available from 2020 budget..."
- Pat Dwyer, Esq. states that this was discussed with Director Schilling.
- Director Schilling advised that he spoke with Secretary Treasurer Mr. Schwab and that the initial expenditure is paid by MSA and we are then reimbursed by the NJ iBank.

- Mr. Pucilowski asked if the project would be on hold until funds received.
- Director Schilling advised no that we have the reserves to move forward.
- Debbie Palma, QPA asked if we had any concerns that funding may not be available due to everything going on (COVID-19)
- Director Schilling advised that we already had a closing on the commitment of the loan, he does not see it being a problem.
- Mr. Benson entered the teleconference at 8:00pm

2. Resolution No. 20-24 was offered on a motion by Mr. Still, seconded by Mr. Schindelar and the affirmative roll call vote of members present. Roll Call:

Mr. Benson	Abstain	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

See attached resolution

COMMENTS:

- Director Schilling notes that he will not implement this unless absolutely necessary.
- Chairman Rattner advised that if there is an error, we will correct it.

3. Resolution No. 20-25 was offered on a motion by Mr. Pucilowski, seconded by Mr. Schwab and the affirmative roll call vote of members present. Roll Call:

Mr. Benson	Abstain	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

See attached resolution

COMMENTS:

- Chairman Rattner asked about correspondence back and forth.
- Mr. Schwab advised that he communicated with Jim Wancho, Engineer regarding the over expenditure, Mr. Schwab advised that once the permit is finalized DEP Correspondence PS&S will submit change order, invoices not being paid but are being submitted.

4. Resolution No. 20-26 was offered on a motion by Mr. Schwab, seconded by Mr. Schindelar and the affirmative roll call vote of members present. Roll Call:

Mr. Benson	Abstain	Mr. Rattner	Yes
Mr. Cangiano	Yes	Mr. Romano	Yes
Mr. Grogan	Yes	Mr. Schindelar	Yes
Mr. McNeilly	Yes	Mr. Schwab	Yes
Mrs. Michetti	Yes	Mr. Still	Yes
Mr. Pucilowski	Yes	Mr. Sylvester	Yes

See attached resolution

COMMENTS:

- Pat Dwyer, Esq. asked about the advertise date of May 4, 2020.
- Jim Wancho, Engineer advised that the advertise date is on May 7, 2020 although that may change due to pre-bid meetings

**New Business:**

- Director Schilling advised that he will put together a Personnel Committee virtual meeting prior to the May meeting to discuss the Union response in a closed meeting.
- Mr. Sylvester confirmed his response was received.
- Mr. Schindelar asked if anyone is aware of any potential COVID-19 related funding, in the event of a drop in tax payments who would make up the difference?
- Pat Dwyer, Esq. advised that the payments are required to be paid and that the service agreements are between the MSA & the municipalities, there are no exceptions
- Debbie Palma, QPA states that there may be municipal grants, she is following this information and will forward it onto the MSA.
- Jim Wancho, Engineer stated NJ iBank gearing up for federal funds & loan monies, he will relay any correspondence he received to the MSA.
- Director Schilling asks if anyone has heard from FEMA at all.
- Mr. McNeilly advises we will not hear from FEMA.
- Chairman Rattner stated that we should stay aware of relief options being offered.
- Jim Wancho, Engineer stated that PS&S has several ongoing conversations with FEMA and NJOEM and that they may begin to accept claims for losses related to COVID-19
- Chairman Rattner asks Mr. Dwyer if the township is short on funds, what could the towns do, borrow funds, would that require a vote with all member towns.
- Pat Dwyer, Esq. advised that he does not believe that they would approve any type of borrowing.
- Jim Wancho, Engineer confirms that this is something that would be approved.
- Mr. McNeilly advised that the agreements with the municipality are just that, the towns **must** pay the MSA any other shortages or funding would be on the individual town, each municipality would then have the option to seek relief in the form of loans or tax increases.
- Mr. Schindelar stated that the municipalities can go back to the BPU and increase rates.
- Chairman Rattner confirms that we would not cut off any of the townships flow.
- Mr. McNeilly states that FEMA is entirely geared toward natural disasters, each municipality would have to apply for assistance individually.
- Chairman Rattner just wants to have a plan in place.
- Mr. Schwab stated that we can utilize the MSA net position.
- Mr. McNeilly asks Director Schilling if there is an update on the conference, Director Schilling advises that the conference has been postponed.

**Adjournment:**

Motion made by Mr. Still, seconded by Mr. Schindelar and the All in Favor Vote of members present, Chairman Rattner adjourned the meeting at 8:22PM.

Mr. Benson	Aye	Mr. Rattner	Aye
Mr. Cangiano	Aye	Mr. Romano	Aye
Mr. Grogan	Aye	Mr. Schindelar	Aye
Mr. McNeilly	Aye	Mr. Schwab	Aye
Mrs. Michetti	Aye	Mr. Still	Aye
Mr. Pucilowski	Aye	Mr. Sylvester	Aye

Respectfully Submitted:  
Jilliam Martucci  
Administrative Assistant

Date/Time Call to Order: Thursday April 23, 2020 – 7:30PM  
 Others Present: Patrick Dwyer, Jim Wancho, James Schilling, Jilliam Martucci, Debbie Palma

Motion / Resolution	Benson	Cangiano	Grogan	McNeilly	Michetti	Pucilowski	Rattner	Romano	Schindelar	Schwab	Still	Sylvester
Attendance	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
Regular Meeting Minutes: March 26, 2020 ROLL CALL	ABSENT	YES	YES	YES	YES	YES	ABSTAIN	YES	SECOND YES	MOTION YES	ABSTAIN	YES
2019 Budget vs Actual ROLL CALL	ABSENT	YES	YES	SECOND YES	YES	YES	YES	YES	MOTION YES	YES	YES	YES
2020 Budget vs Actual ROLL CALL	ABSENT	YES	YES	SECOND YES	YES	YES	YES	YES	MOTION YES	YES	YES	YES
March 31 2020 Balance Sheet ROLL CALL	ABSENT	YES	YES	SECOND YES	YES	YES	YES	YES	MOTION YES	YES	YES	YES
Pending Vouchers; April 17, 2020 ROLL CALL	ABSENT	YES	YES	YES	YES	YES	YES	MOTION YES	SECOND YES	YES	YES	YES
Correspondence All In Favor	ABSENT	MOTION AYE	AYE	AYE	AYE	AYE	AYE	AYE	SECOND AYE	AYE	AYE	AYE
Directors Report, Maint. & Repairs - April, 2020 Flow Data -March, 2020 All in Favor	ABSENT	AYE	AYE	AYE	AYE	AYE	AYE	AYE	MOTION AYE	SECOND AYE	AYE	AYE
Engineers Report- March, 2020 All in Favor	ABSENT	AYE	AYE	AYE	SECOND AYE	AYE	AYE	AYE	MOTION AYE	AYE	AYE	AYE
New Business:												
Resolution # 20-21 ROLL CALL	ABSTAIN Arrived 8:00PM	YES	YES	YES	YES	YES	YES	YES	SECOND YES	YES	YES	MOTION YES
Resolution # 20-24 ROLL CALL	ABSTAIN	YES	YES	YES	YES	YES	YES	YES	SECOND YES	YES	MOTION YES	YES
Resolution # 20-25 ROLL CALL	ABSTAIN	YES	YES	YES	YES	MOTION YES	YES	YES	YES	SECOND YES	YES	YES
Resolution # 20-26 ROLL CALL	ABSTAIN	YES	YES	YES	YES	YES	YES	YES	SECOND YES	MOTION YES	YES	YES
Commissioner Schindelar brought up under new business – potential funding issues related to Covid-19												
Adjournment 8:22 PM ALL IN FAVOR	AYE	AYE	AYE	AYE	AYE	AYE	AYE	AYE	SECOND AYE	AYE	MOTION AYE	AYE

**RESOLUTION NO. 20-21**

Resolution of the Musconetcong Sewerage Authority  
Awarding a Contract to Pumping Services, Inc. to Supply 19 Pumps  
through the New Jersey Cooperative Purchasing System, Inc.  
(MSA Contract No. 335)

WHEREAS the Musconetcong Sewerage Authority ("MSA") has identified a need to replace 19 primary and secondary scum and sludge pumps at its sewerage treatment facility; and

WHEREAS pursuant to N.J.S.A. §40A:11-10 the contracting unit may, without advertising for bids, purchase goods or services under a contract entered into with a cooperative purchasing entity; and

WHEREAS the MSA is a member of the North Jersey Wastewater Cooperative Pricing System ("NJWCPS") and the Passaic Valley Sewerage Authority ("PVSC") is the lead agency of the NJWCPS; and

WHEREAS the NJWCPS is registered with the New Jersey Division of Local Government Services; and

WHEREAS the NJWCPS is a cooperative purchasing system as set forth in NJAC §5:34-7.4; and

WHEREAS PVSC, as lead agency for NJWCPS, has obtained bids and awarded a contract to Pumping Services, Inc. ("PSI") for certain goods and services including supplying primary and secondary scum and sludge pumps as are needed by MSA (PVSC Contracts B195-2); and

WHEREAS MSA desires to utilize the contract obtained by PVSC with PSI;

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Musconetcong Sewerage Authority that the Director is hereby authorized to award a contract for supply of 19 scum and sludge pumps to Pumping Services, Inc. as described in the Proposals from Pumping Services, Inc. dated January 10, 2020 (Quotes #030020 and #030021 attached hereto); and

FURTHER RESOLVED, that the amount of the contract shall not exceed the following without further approval from the Musconetcong Sewerage Authority:

Supply 6 Sub Trash Pumps 3.7 HP	\$42,832.08
Supply 6 Z-Stand Kits	<u>\$12,086.28</u>
Total for Quote 030020	\$54,918.36

Supply 13 3" Sub Trash Pumps 2.3 HP	\$78,161.85
Supply 13 Z-Stand Kits	<u>\$20,359.56</u>
Total for Quote 030021	\$98,521.41

Grand Total for Both Quotes	\$153,439.77
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and be it

FURTHER RESOLVED, that the Treasurer has certified that funds are available in the 2020 budget for Capital (B29) to perform this contract; and be it

FURTHER RESOLVED, that notwithstanding the foregoing the MSA intends to fund the purchase of these pumps using a portion of a New Jersey I-Bank loan presently being processed; and be it




FURTHER RESOLVED, that by letter received at MSA on January 29, 2020 the New Jersey Water Bank has approved the amount of the quotes from Pumping Services, Inc.' and be it

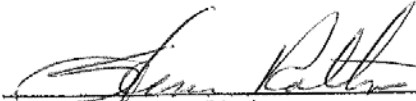
FURTHER RESOLVED, that James Schilling, as Director, is hereby authorized to execute the Quotes with Pumping Services, Inc. and/or take such other actions as are necessary to complete said purchase on behalf of the Musconetcong Sewerage Authority; and be it

FURTHER RESOLVED that in the event PSI shall be entering upon MSA's property it shall execute MSA's Site Access Agreement and comply with the terms therein.

MUSCONETCONG SEWERAGE AUTHORITY

ATTEST:

  
Joseph Schwab, Secretary-Treasurer

  
Steven Rattner, Chairman

Dated: April 23, 2020



**Pumping Services, Inc.**  
 201 Lincoln Boulevard Phone: (732) 489-4640  
 PO Box 117 Fax: (732) 489-5912  
 Middletown, NJ 08840-0117  
 Electrical License #: EB 10784  
 www.pumpingservices.com

**Quotation**

Quote #	030020
Quote Date	01/02/20
Date Printed	01/02/20
Page	1 of 1

**BILL TO**  
 000980  
 Musconetcong Sewerage Auth.  
 110 Continental Drive  
 Budd Lake, NJ 07828

**SHIP TO**  
 Musconetcong Sewerage Auth.  
 110 Continental Drive  
 Budd Lake, NJ 07828

<b>CONTACT</b> Mr. James Schilling	<b>PAYMENT TERMS</b> Net 30 Days Pending Approval	<b>JOB #</b>	<b>INSTRUCTIONS</b> Pricing per North Jersey Cooperative Purchasing System Contract B195-2
<b>WRITTEN BY</b> Dale Parkhurst	<b>FREIGHT TERMS</b> FREIGHT INCLUDED	<b>SHIP VIA</b> OUR TRUCK - PICK-UP REQUIRED	

PRODUCT DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
<b>31020600025</b> 4" SUB TRASH PUMP 3.7HP NZ 465 480V 3PH 50' FV MODEL NZ3102, IMPELLER CODE 465, VOLTAGE 480, PHASE 3, FLA 5.4, 3.7 HP, DISCHARGE 4", 50' OF CABLE, DRILLED FOR MIX FLUSH VALVE. FLYGT PRODUCT NUMBER. 31020600025 THE NZ STAND SUBMITTED WITH BID PAPERWORK IS OBSOLETE AND IS NO LONGER MANUFACTURED. THE NEW NZ STAND PART NUMBER AND PRICING IS BELOW.	6	7188.6800	EA	42,832.08
<b>7682340</b> 2-STAND KIT Sludge Thickening Pumps Delivery 9-10 weeks after release of order	6	2014.3800	EA	12,086.28

*Dale Parkhurst V.P. 1/23/2020*  
*Dale Parkhurst*

*Prices are valid for 30 days beyond the original quote date. Pumping Services, Inc. cannot store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or fax and finally once by certified letter requesting a response. Two weeks after receipt of our final letter or its undeliverable return, Pumping Services, Inc. will dispose of the equipment at its discretion.*

<b>SUB-TOTAL</b>	<b>HANDLING</b>	<b>MISC CHARGE</b>	<b>TAX</b>	<b>FREIGHT</b>	<b>QUOTE TOTAL</b>
54,918.36	0.00	0.00	0.00	0.00	54,918.36

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Purchase Order Number \_\_\_\_\_  
 Date: \_\_\_/\_\_\_/\_\_\_



**Pumping Services, Inc.**  
 201 Lincoln Boulevard Phone: (732) 469-4540  
 PO Box 117 Fax: (732) 469-5912  
 Middletown, NJ 08840-0117  
 Electrical License #: E0 10704  
 www.pumpingservices.com

**Quotation**

Quote #	030021
Quote Date	01/02/20
Date Printed	01/02/20
Page	1 of 1

**BILL TO**  
 000960  
 Musconetcong Sewerage Auth.  
 110 Continental Drive  
 Budd Lake, NJ 07828

**SHIP TO**  
 Musconetcong Sewerage Auth.  
 110 Continental Drive  
 Budd Lake, NJ 07828

<b>CONTACT</b> Mr. James Schilling	<b>PAYMENT TERMS</b> Net 30 Days Pending Approval	<b>JOB #</b>	<b>INSTRUCTIONS</b> Pricing per North Jersey Cooperative Purchasing System Contract B195-2
<b>WRITTEN BY</b> Dale Parkhurst	<b>FREIGHT TERMS</b> FREIGHT INCLUDED	<b>SHIP VIA</b> OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	UNIT	EXTENSION
30850600019 3" SUB TRASH PUMP 2.3HP NZ 463 460V 3PH 60" FV MODEL NZ3085, IMPELLER CODE 463, VOLTAGE 460, PHASE 3, FLA 3.5, DISCHARGE 3", 2.3 HP, 60" OF CABLE, MIX FLUSH VALVE READY, FLYGT PRODUCT NUMBER. 0030850600019	13	6012.4500	EA	78,161.85
7682300 Z-STAND KIT 3085 PSI-011780	13	1566.1200	EA	20,369.56

*Dale Parkhurst V.P. 1/23/2020*  
 Dale Parkhurst

Prices are valid for 30 days beyond the original quote date. Pumping Services, Inc. cannot store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or fax and finally once by certified letter requesting a response. Two weeks after receipt of our final letter or its undeliverable return, Pumping Services, Inc. will dispose of the equipment at its discretion.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
98,521.41	0.00	0.00	0.00	0.00	98,521.41

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Purchase Order Number \_\_\_\_\_  
 Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is hereinafter referred to as Seller and You. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW. EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE")

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be established in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior written and oral negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on the proposal. Seller assumes no responsibility for furnishing other equipment or material unless on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an affirmation by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and presented by Buyer.

6. In order to assume the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable provincial or (state) tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, received or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in suitable condition. Any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs within Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1 1/2%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorney's fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, representation/retainer fees, transcript costs, the cost of reports, reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Prompt payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages (including loss of or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any delays, delay or inadequacy thereof, or any delay in delivery or installation thereof, if being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or part replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repair services is 90 days from the date of service. Seller, upon receipt of a customer request for service or repair under its warranty, shall, during normal working hours, make the necessary adjustments, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with the written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumps.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps under certified service requires two (2) technicians. Charges for services performed shall commence when Seller begins preparation of the site and end upon the last service call return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at heights or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one-half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the technician leaves home and end upon their return, if applicable

16. LESSEE shall not encumber the rental control or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any other to use the equipment without LESSOR's prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within the rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR. For LESSOR's cost and expense of such repair, LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment as to maintenance in its working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and credits used for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE for the rental contract impugned based on LESSOR's failure to repair the equipment if damaged or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorney's fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSOR and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use (including theft) therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or its authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any lease whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All motor and diesel driven equipment are based on an 8 hour day, 40 hour week, and 180 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) times the then applicable rate. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and workable condition, and fit for its intended use, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be subject, or delivered to by anyone, by LESSEE.

29. The failure by LESSOR at any one or more times to inspect upon strict performance by LESSEE of the terms and conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with such performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time to expiry made of the aforesaid hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.



# WARRANTY

## Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

### COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

### MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

### WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volute (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



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# WARRANTY

## Xylem Water Solutions USA, Inc.

### DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

### LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

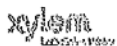
THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

### REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



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## WARRANTY

### Xylem Water Solutions USA, Inc.

**STORAGE:**

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

**CONTROLS:**

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not be covered by this warranty.

**TOP (The Optimum Pump Station)**

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.  
National Quality Assurance - US Corporate



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## WARRANTY

Xylem Water Solutions USA, Inc

### ADDENDUM A - Warranty Coverage by Product

PRODUCT	PRODUCT SERIES AND CONFIGURATION	WARRANTY COVERAGE (Months)								
		1-12	13-18	19-24	25-36	37-39	40-48	49-60	61-84	85-120
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL)	100%			50%					
	4000 Series (SR, PF)						25%			
	7000 Series (PL)									25%
Concector Pumping System	6000 Series (N, DP, IPS, XPC)	100%			50%					
	6000 Series w/ IPS or XPC Panels (w/ 1 year purchase of Flygt Cloud and built in IZ)	100%			50%					25%
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100%	LIMITED	100%						
Grinder Pumps	3000 Series (MP, MF, MH)	100% (From Ship Date)								100% (from manufacture date)
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS)	100%								
	5000 Series (HP, HS)									
	8000,280Series (DP, DZ, DT, DS, DF)									
Centrifugal Pumps	1500 Series	100%								
	2000 Series (BS, KS)									
Dewatering Pumps	3000 Series (CS, NS, DS)	100% (From Ship Date)								
	8000,280 Series (DS, DF)									
TOPS	Fiberglass Pump Station	100% (From Ship Date)								
Accessories	Permanent / Portable	100% (From Ship Date)								
	HE, JA	100%								
Hydrojectors/Aerators	Control Boxes (Melta, MSHA etc.)	100% (From Ship Date)								
	TOPS control panels (permanently installed)									
Small Pumps	3045, 3037, 5X	100% (From Ship Date)								
	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)								
Parts	Multistart Pump Station Manager and Operating System									100 (From Ship Date)
Monitoring & Control	Flygt Probes (excluding the DuoProbe)									100 (From Ship Date)
	All other Xylem M&C Products	100% (From Ship Date)								

NOTE: Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only - no labor. This includes Flygt pump/controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



## **RESOLUTION NO. 20-24**

### **Resolution of the Musconetcong Sewerage Authority Granting the Director Temporary Authorization in Response to the Corona Virus**

WHEREAS, the President of the United States and the Governor of the State of New Jersey have declared a public health emergency by reason of the corona virus outbreak; and

WHEREAS, the Musconetcong Sewerage Authority ("MSA" or "Authority") provides a necessary and essential service to the citizens of its member municipalities; and

WHEREAS, the outbreak could cause the MSA to be unable to form a quorum to conduct business at its monthly meetings; and

WHEREAS, it is important that the MSA continue to provide its essential services without disruption;

**NOW THEREFORE BE IT RESOLVED,**

That for so long as the public health emergency caused by the corona virus remains in effect, if the Authority is unable to form a quorum the Director is hereby authorized to undertake and perform those functions which are essential to the day-to-day operations of the treatment plant, including payroll, accounts payable and such other core functions as are absolutely necessary. In such event all proposed payments shall be subject to the prior review and approval of the Chairman and Secretary-Treasurer; and be it further

RESOLVED, that after following the above protocol Director James Schilling is authorized to sign checks drawn on the treasury of the Authority from the date hereof until the date the corona virus public health emergency is terminated; and be it

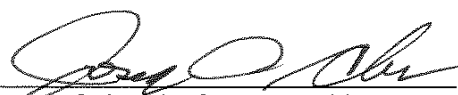
FURTHER RESOLVED that the Director shall prepare a detailed account of all payments and actions taken by him pursuant to the authority granted herein, which shall be provided to the Commissioners on a monthly basis; and be it

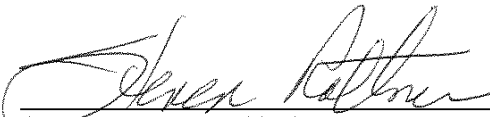
FURTHER RESOLVED, that a copy of this Resolution shall be maintained on file at the offices of the Authority...

DATED: as of March 25, 2020

MUSCONETCONG SEWERAGE AUTHORITY

ATTEST:

  
James Schwab, Secretary-Treasurer  
JOSEPH

  
Steven Rattner, Chairman

## RESOLUTION NO. 20-25

Resolution of the Musconetcong Sewerage Authority  
Authorizing the Award of a Contract for Professional  
Services to PS&S to Provide Air Permit Sampling Services  
in Connection with NJDEP Preconstruction Permit (PCP) 200001  
without Public Advertising as a Professional Service

WHEREAS, the Musconetcong Sewerage Authority (hereinafter "MSA") is desirous of awarding a Contract for professional services to PS&S for engineering services in connection with Preconstruction Permit PCP 200001 issued by New Jersey Department of Environmental Protection; and

Whereas, PS&S has submitted a Proposal dated April 10, 2020 describing the scope of services and proposed cost; and

WHEREAS PS&S indicates that it originally intended to subcontract the job out but the cheapest quote it could find was \$27,000.00 and so it now proposes to do the job itself; and

WHEREAS the cost in PS&S's Proposal is \$15,500.00 including all expenses for rental or purchase of equipment; and

WHEREAS, N.J.S.A. 40A:11-5 permits the award of a Contract without public advertising for bids and bidding of professional services; and

WHEREAS, the Secretary/Treasurer of the MSA has certified that funds are available in the budget of the MSA (B-23 Compliance Fees); and be it

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the MSA that a Contract is hereby awarded to PS&S for services in accordance with the attached

Proposal dated April 10, 2020 in an amount not to exceed Fifteen Thousand Five Hundred (\$15,500.00) and no/100 Dollars; and be it

FURTHER RESOLVED, that the above amount shall not exceed \$15,500.00 without further authorization from the MSA; and be it

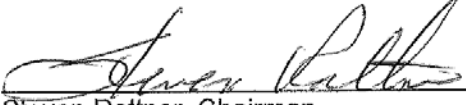
FURTHER RESOLVED, that Steven Rattner, as Chairman and/or James Schilling, as Director, is hereby authorized to sign, if needed, the Proposal dated April 10, 2020, between PS&S and the MSA; and be it

FURTHER RESOLVED, that the MSA publish in the official newspaper of the Authority a legal advertisement advising of the award as required by N.J.S.A. 40A:11-5.

MUSCONETCONG SEWERAGE AUTHORITY

ATTEST:

  
Joseph Schwab, Secretary-Treasurer

  
Steven Rattner, Chairman

April 23, 2020

SEE ATTACHED PS&S PROPOSAL DATED APRIL 10, 2020

**RESOLUTION NO. 20-26**

Resolution of the Musconetcong Sewerage Authority  
Authorizing the Director to Advertise for Bids for  
Contract 295 Tertiary Treatment Replacement Project

WHEREAS, the Musconetcong Sewerage Authority (the "Authority") desires to advertise for bids for Contract 295 for a Tertiary Treatment Replacement Project at the Authority's sewage treatment plant; and

WHEREAS the Authority desires to advertise for these bids on May 7, 2020 or as soon thereafter as is reasonably practicable, and


WHEREAS, funds are available for said Contract including monies being obtained through the New Jersey I-Bank; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Musconetcong Sewerage Authority that the Director is hereby authorized to advertise for sealed bids for Contract 295 on or about May 7, 2020 or as soon thereafter as is reasonably practicable, which bids will be due by the date set forth in the advertisement.

MUSCONETCONG SEWERAGE AUTHORITY

ATTEST:

  
Joseph Schwab, Secretary-Treasurer

  
Steven Rattner, Chairman

Dated: April 23, 2020