

## Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210  
Telephone: (609) 465-9026 • Telefax: (609) 465-9025  
www.cmcmua.com

### **REGULAR MEETING AGENDA**

**January 18, 2023 @ 1:30 p.m.**

1. Call to Order
2. Roll Call and Establishment of Quorum
3. Open Public Meeting Statement
4. Pledge of Allegiance
5. Approval of Minutes
  - January 4, 2023 Regular Meeting**
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
  - Resignations/Retirements
  - Leaves of Absence and Changes in Leaves of Absence
  - Reassignments/New Hires
9. Board Reports:
  - Wastewater Management Program Report  
- **January 12, 2023**
  - Solid Waste Program Tonnage and Revenue Report  
- **December 2022**
10. Wastewater Management and Solid Waste Management Programs (Combined)
  - Resolution No. 4-23** Resolution Authorizing the Cape May County Municipal Utilities Authority to Enter into a Cooperative Pricing System Agreement Known as New Jersey Cooperative Purchasing Alliance #CK04 with the County of Bergen Acting as Lead Agency
11. Wastewater Management Program
  - Resolution No. 5-23** Resolution Authorizing the Continuation of Contract CHEM-54-22 with Kemira Water Solutions, Inc. – Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities pursuant to Resolution No. 104-22 (total not-to-exceed amount of \$250,050.00)

**Resolution No. 6-23** Resolution Authorizing the Rejection of the Bid Submitted by Garton's Rigging, Inc. for Contract WW-66-22 – Disposal of Rotating Biological Contactors (RBCs) and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities

**Resolution No. 7-23** Resolution Authorizing the Rejection of the Bid Submitted by Iaconelli Contracting, Inc. for Contract WW-66-22 – Disposal of Rotating Biological Contactors (RBCs) and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities

**Resolution No. 8-23** Resolution Authorizing the Award of Contract WW-EQUIP-09-23 – Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities to Envirodyne Systems Inc. (total not-to-exceed amount of \$746,313.00)

**Resolution No. 9-23** Resolution Authorizing the Award of Contract OC-61-22 – Furnishing and Delivery of Various Aluminum Structural Components for the Ocean City Region Wastewater Treatment Facility to S.A. Fabrication LLC. (total not-to-exceed amount of \$85,413.55)

12. Solid Waste Management

**Resolution No. 10-23** Resolution Authorizing the Release of Performance and Payment Bond. No. 51898 as Posted by Omni Recycling, LLC. for RFP-32-21 – Provide Hauling, Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority

13. Miscellaneous

**Resolution No. 11-23** Resolution Authorizing the Award of Extraordinary Unspecifiable Services Contract for Risk Management Consultant Services to Marsh & McLennan Agency, LLC. (total contract amount of \$14,000.00)

14. Approval of Vouchers – January 18, 2023

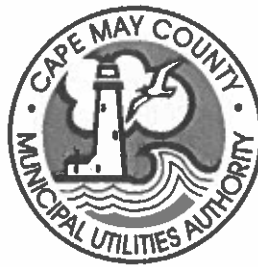
**Administration**  
**Wastewater Operations**  
**Wastewater Project**  
**Solid Waste Operations**

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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## MINUTES OF THE REGULAR MEETING

January 4, 2023

Chairman Betts called the regular meeting of the Cape May County Municipal Utilities Authority to order at 6:30 p.m.

**PRESENT:**

George W. Betts	Chairman
Richard Rixey	Vice Chairman
William G. Burns, Jr.	Treasurer
Patricia A. Callinan	Corporate Secretary
Carol A. Heenan	Member
Carol L. Saduk	Member

**ALSO PRESENT:**

Joseph V. Rizzuto	Executive Director
Robert P. Donato	Chief Financial Officer
Thomas J. LaRocco	Chief Engineer
John R. Conturo	Solid Waste Program Manager
Joshua Palombo	Wastewater Program Manager
Kevin J. Whitney	Senior Advisor
John D. Wade	Solicitor
Ann M. McDevitt	Recording Secretary

Chairman Betts stated proper notice was given under the provisions of the Open Public Meetings Act.

“Adequate notice of this meeting, in compliance with the Open Public Meetings Act, has been provided for by e-mail to the *Atlantic City Press* and the *Ocean City Sentinel*; and by e-mail to the Cape May County Board of County Commissioners and Cape May County Clerk, and by posting on the Cape May County Bulletin Board and on the Authority’s website, all on or before February 14, 2022.”

The Pledge of Allegiance was recited.

**Minutes**

Minutes of the December 21, 2022 Regular Meeting were submitted for approval or correction.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns					X	
Ms. Callinan	X		X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 5-0-1

**Comments or Questions from the Public on Agenda Items**

None offered.

**Announcements/Special Presentations**

None presented.

**Executive Director's Personnel Report**

Mr. Rizzuto presented the Executive Director's Personnel Report.

**Board Reports**

**Treasurer's Report**

Approval of the Treasurer's Report dated November 30, 2022.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns		X	X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk	X		X			
Mr. Betts			X			

Motion Carried: 6-0-0

**Construction Status Report –December 21, 2022 – Thomas J. LaRocco**

**Solid Waste Transfer Facility Middle Bay Floor and Pushwall Rehabilitation** - The purpose of this contract is to rehabilitate the Transfer Station's middle bay concrete floor and portions of the steel armored pushwall that have been worn and damaged due to daily use. On November 30<sup>th</sup>, the cure period for the middle bay rehabilitated concrete floor ended, at which time Transfer Station operations were shifted back to the middle bay. On December 8<sup>th</sup>, the Contractor returned and began demolition of the south bay exterior load-out slab. Between December 9<sup>th</sup> and December 14<sup>th</sup>, the Contractor prepared the subgrade and laid a new rebar mat. On December 16<sup>th</sup>, a new concrete slab was poured. At the end of the cure period, Transfer Station operations will be shifted away from the north bay to allow the Contractor to repair the deflector support post bases at the north bay.

32<sup>nd</sup> Street Pump Station Piping & Pump Upgrades - The purpose of this project is to replace piping, fittings, valves and appurtenances on the dry side of the well to remediate poor material conditions, and to improve the operational flexibility of the station. The installation of three (3) new sets of pumps and motors that were procured independently of this contract shall also be installed. This project was awarded on November 16<sup>th</sup>. Notice to Proceed was issued, effective December 5, 2022. A preconstruction meeting was held on December 13<sup>th</sup>. It is expected that, due to seasonal flow conditions and supply chain problems, the Contractor will not begin physical work until October 15, 2023. Until that time, the review of technical submittals and material procurement will be ongoing.

**Wastewater Management and Solid Waste Management Programs (Combined)**

**Resolution No. 1-23** Resolution Authorizing the Purchase of Supplies, Services and Equipment from State and Cooperative Contract Vendors in excess of Bid Threshold for Fiscal Year 2023

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan		X	X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk			X			
Mr. Betts			X			

Motion Carried: 6-0-0

**Resolution No. 2-23** Resolution Authorizing the Continuation of Contract MUA-EQUIP-55-21 with Ferguson Enterprises, LLC. – Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings pursuant to Resolution No. 152-21 and Resolution No. 93-22

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan		X	X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk			X			
Mr. Betts			X			

Motion Carried: 6-0-0

**Wastewater Management Program**

**Resolution No. 3-23** Resolution Authorizing the Continuation of Contract CHEM-56-21 with Geogre S. Coyne Chemical Co., Inc. – Furnish and Deliver Dry Polymer to Various CMCMUA Wastewater Treatment Facilities pursuant to Resolution No. 6-22

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 6-0-0

**Solid Waste Management Program**

None presented.

**Miscellaneous**

None presented.

**Approval of Vouchers**

Approval of the Administration Vouchers List dated January 4, 2023.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 6-0-0

Approval of the Wastewater Operations Vouchers List dated January 4, 2023.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 6-0-0

Approval of the Wastewater Project Vouchers List dated January 4, 2023.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 6-0-0

Approval of the Solid Waste Operations Vouchers List dated January 4, 2023.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 6-0-0

Approval of the Solid Waste Project Vouchers List dated January 4, 2023.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 6-0-0

The total of all five (5) approved Vouchers Lists, dated January 4, 2023 was \$ 2,387,967.39.

**Public Comment**

None offered.

**New Business**

None presented.

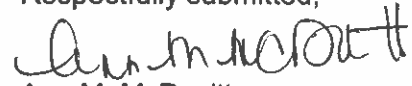
**Executive Session**

None presented.

**Adjournment**

There being no further business, the Regular Meeting adjourned at 6:50 p.m.

Respectfully submitted,



Ann M. McDevitt  
Recording Secretary

1/5/23



**RESIGNATIONS/RETIREMENTS**

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
N/A			

**LEAVES OF ABSENCE AND CHANGES IN LEAVES OF ABSENCE**

NAME	PROGRAM/POSITION/FACILITY	FROM/TO *DENOTES CHANGE	DISABILITY WITH PAY & WITH BENEFITS	FMLA WITH EARNED LEAVE & WITH BENEFITS	FMLA W/O PAY & WITH BENEFITS	FMLA/NJFLA W/O PAY & WITH BENEFITS	NJFLA W/O PAY & WITH BENEFITS	LEAVE W/O PAY & WITH BENEFITS	LEAVE W/O PAY & WITH BENEFITS
ID# 403	Wastewater/Utility Worker/Cape May	1/1/2023 - 2/1/2023						X	

**REASSIGNMENTS/NEW HIRES**

NAME	FROM PROGRAM/POSITION/FACILITY	TO PROGRAM/POSITION/FACILITY	EFFECTIVE DATE
Nicolas J. Schepis	Wastewater/Utility Worker/Seven Mile	Wastewater/Maintenance Worker/Project Crew	1/9/2023

MEMORANDUM

January 12, 2023

TO: Mr. Joshua Palombo, Wastewater Program Manager

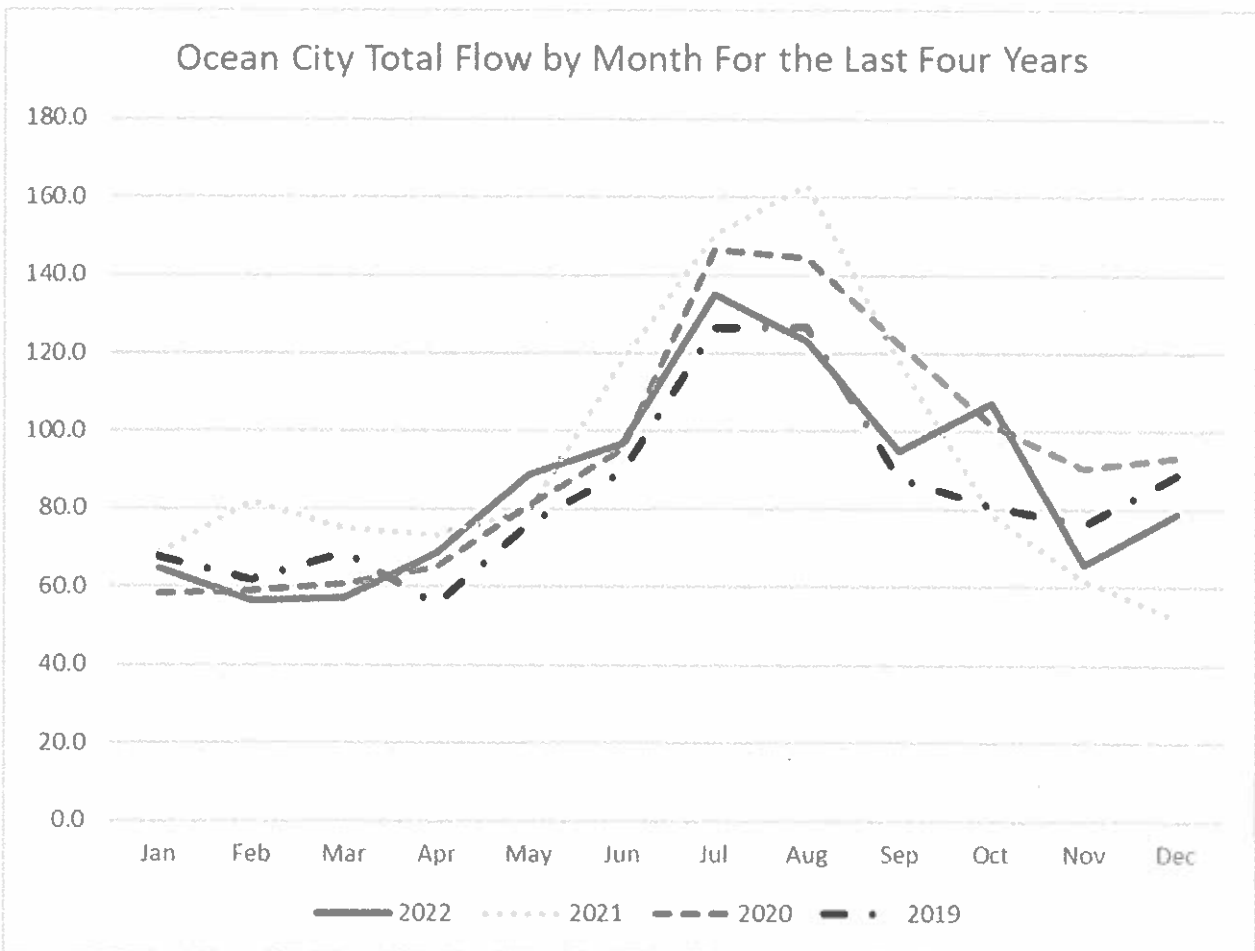
FROM: Emily R. Zidanic, Wastewater Program Engineer *Ez*

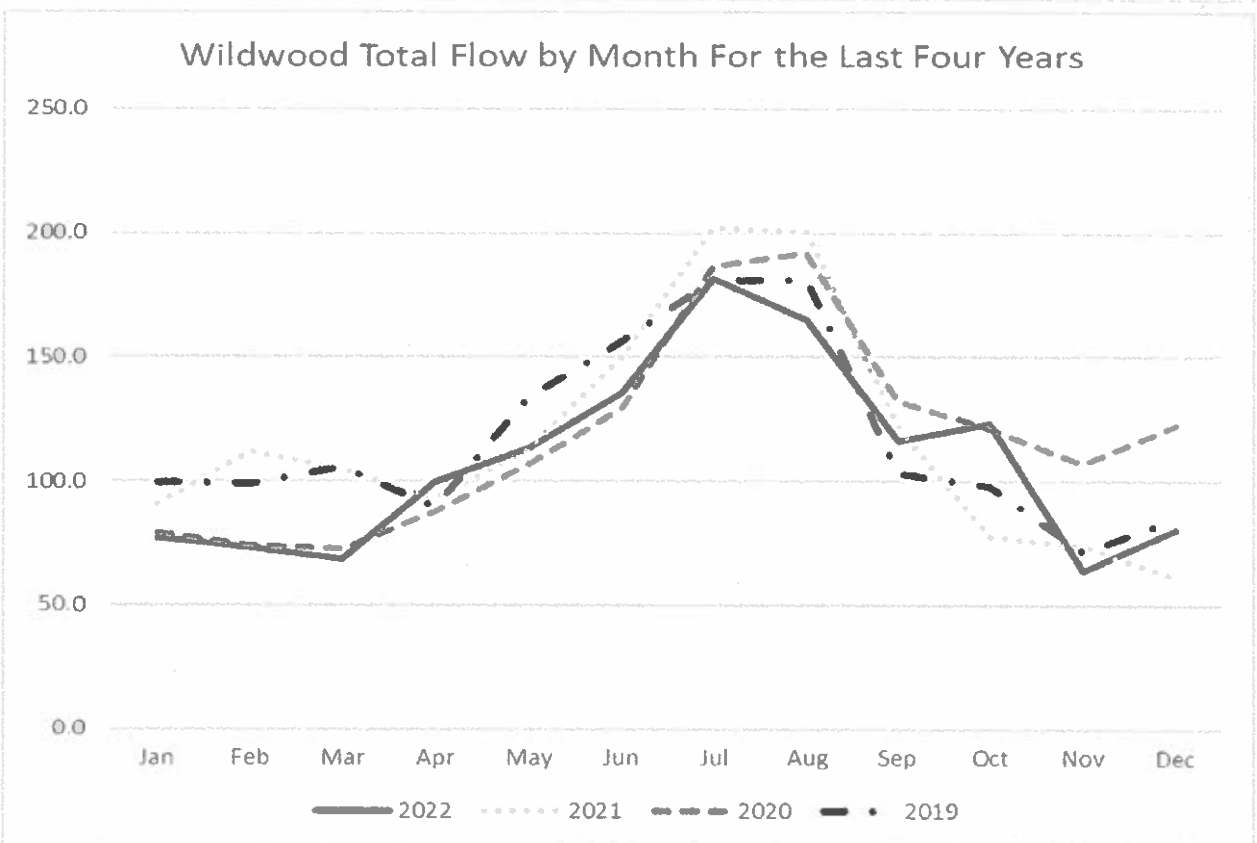
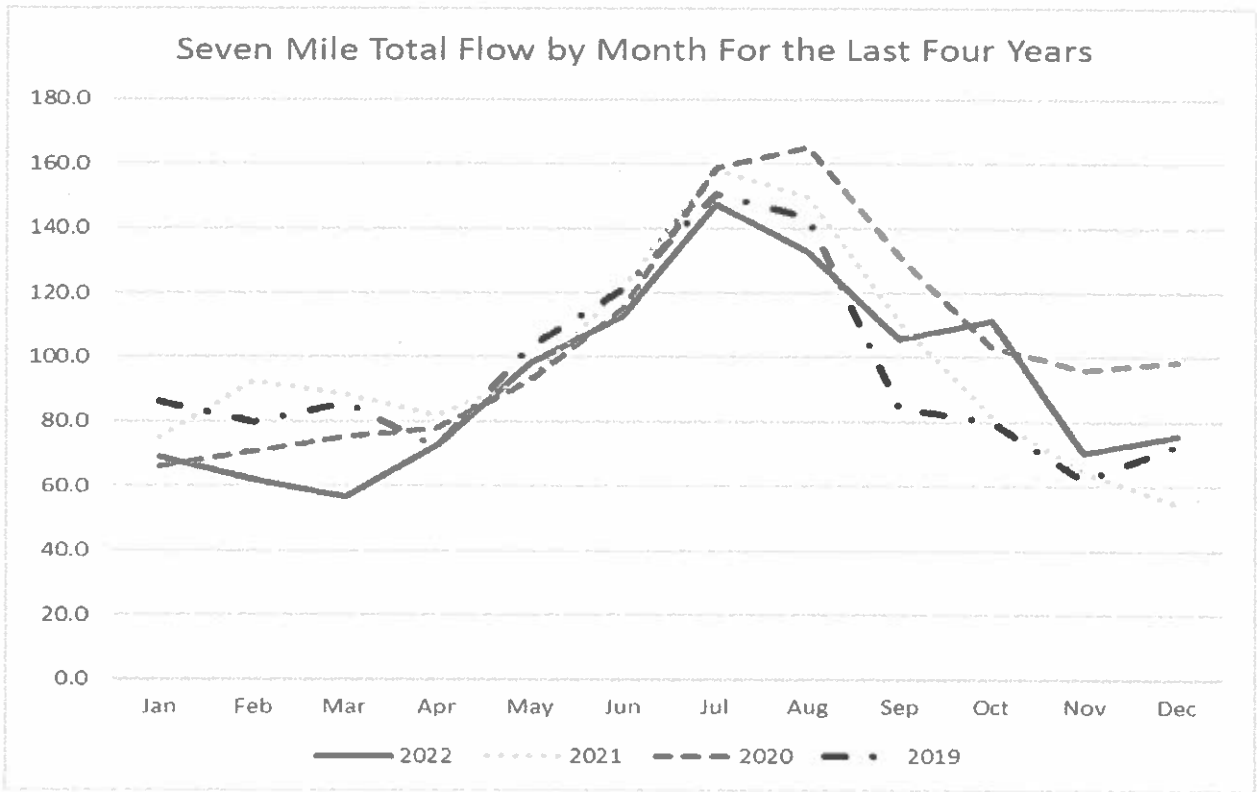
RE: Wastewater Program Monthly Report

## 1.0 General

### Yearly Flow Comparison 2019-2022

The following four (4) charts represent the annual flow trends from 2019 through 2022 for each regional wastewater treatment facility. As was reported throughout 2022, this data clearly indicates that the flow volume for 2022 was low when compared to the previous three years.





## 2022 Sodium Hypochlorite Report

Sodium Hypochlorite is used in the final disinfection stage of the wastewater treatment process, in odor control chemical scrubbers, sludge conditioning and for influent sewage conditioning. Treatment Plant Operators are tasked with utilizing Sodium Hypochlorite for these purposes while also being aware not wasteful and over use it. Over use of any chemical can have negative impacts on the treatment process and can be costly to the Authority.

The Wastewater Program saw a 157,602 gallon decrease in sodium hypochlorite use in 2022 compared to 2021. This benchmarking is important for ensuring we are optimizing and efficient as possible with chemical use as the cost of sodium hypochlorite continually increases.

**2021-2022 Summary Table**

	2021	2022	% Change	Change
Cape May	55,557	48,875	-12.03%	▼
Wildwood	297,133	178,657	-39.87%	▼
Seven Mile	204,360	191,665	-6.21%	▼
Ocean City	277,154	257,405	-7.13%	▼

## 2.0 Operational Data

### 2.1 Municipal Flow Report: December 2022

Billing Party	Million Gallons	% of Total
New Jersey American Water	78.516	29.24%
Middle Township	26.153	9.74%
Rio Grande	9.330	3.47%
Cape May Court House	10.638	3.96%
Avalon Manor	0.657	0.24%
Stone Harbor Blvd	0.799	0.30%
Court House South	4.695	1.75%
Harbor Bay Center	0.034	0.01%
City of North Wildwood	23.520	8.76%
City of Wildwood	23.037	8.58%
City of Cape May	27.401	10.20%
Borough of Wildwood Crest	17.110	6.37%
Borough Avalon	25.869	9.63%
City of Sea Isle City	23.753	8.85%
Borough of Stone Harbor	7.345	2.74%
Borough of West Cape May	4.071	1.52%
Borough of West Wildwood	6.233	2.32%
Board of County Commissioners	2.086	0.78%
Borough of Cape May Point	1.723	0.64%
Lower Township MUA	1.670	0.62%
New Jersey Turnpike Authority	0.030	0.01%

**Facility AVERAGE Flow in Million Gallons Per Day**

Report Month Dec

Facility	Years <input type="button" value="v"/>		% Change	Difference
	2021	2022		
Ocean City Average - Capacity 8.24	1.67	2.53	52%	▲
Seven Mile Average - Capacity 7.67	1.76	2.45	39%	▲
Wildwood Average - Capacity 14.18	1.98	2.61	32%	▲
Cape May Average - Capacity 3.00	0.66	1.07	62%	▲

**Facility PEAK Flow in Million Gallons Per Day**

Report Month Dec

Facility	Years <input type="button" value="v"/>		% Change	Difference
	2021	2022		
Ocean City Peak - Capacity 8.24	2.13	4.67	119%	▲
Seven Mile Peak - Capacity 7.67	2.09	4.62	121%	▲
Wildwood Peak - Capacity 14.18	2.50	6.22	149%	▲
Cape May Peak - Capacity 3.00	0.90	1.93	116%	▲

**2.2 Laboratory Data: December 2022**

	Average TSS mg/L			Average CBOD mg/L		
	Influent	Effluent	% Removal	Influent	Effluent	% Removal
<b>Cape May</b>	224	6	97	188	7	96
<b>Wildwood</b>	111	7	94	147	14	90
<b>Seven Mile</b>	195	8	96	144	11	92
<b>Ocean City</b>	145	4	97	126	9	93

### 2.3 Reclaimed Water for Beneficial Reuse (RWBR)

	In-house Use (gallons)	Public Access (gallons)
December 2022	0*	0
December 2021	16,792	0


\* RWBR System out of service due to broken hydrant

### 2.4 Seven Mile/Middle Wastewater Treatment Facility Receiving

	Septage (gallons)	Leachate (gallons)
December 2022	974,900	810,000
December 2021	737,800	1,128,000

### 2.5 Sludge Transfer Facility

#### Sludge Disposal Report for December

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
<b>675</b>	<b>0</b>	<b>Cost</b>
<b>\$ 33,971.25</b>	<b>\$ -</b>	<b>\$ 33,971.25</b>

#### Sludge Disposal Report YTD Comparison

	ACUA	Denali/Epic	total cost
	dry cubic yards	Wet tons	\$
<b>2022</b>	11,700	1698	\$811,832
<b>2021</b>	12,525	1,591	\$815,118
<b>2020</b>	12,310	1,036	\$705,286
<b>2019</b>	12,130	1,793	\$808,587



### **3.0 Projects:**

#### **3.1 Capital Improvement Projects**

##### **SCADA (Supervisory Control And Data Acquisition) - Seven Mile Region**

###### **Design Contract**

Avanceon continues to work with the IT Department and Operational Staff to commission the new PLC controls and operator interface terminals throughout the system at the Seven Mile Beach/Middle Wastewater Treatment Facility.

Contractor:	PCMG (Avanceon)
Contract Amount:	\$3,687,516.42
Amount Expended:	\$2,776,470.03 (75.5%)

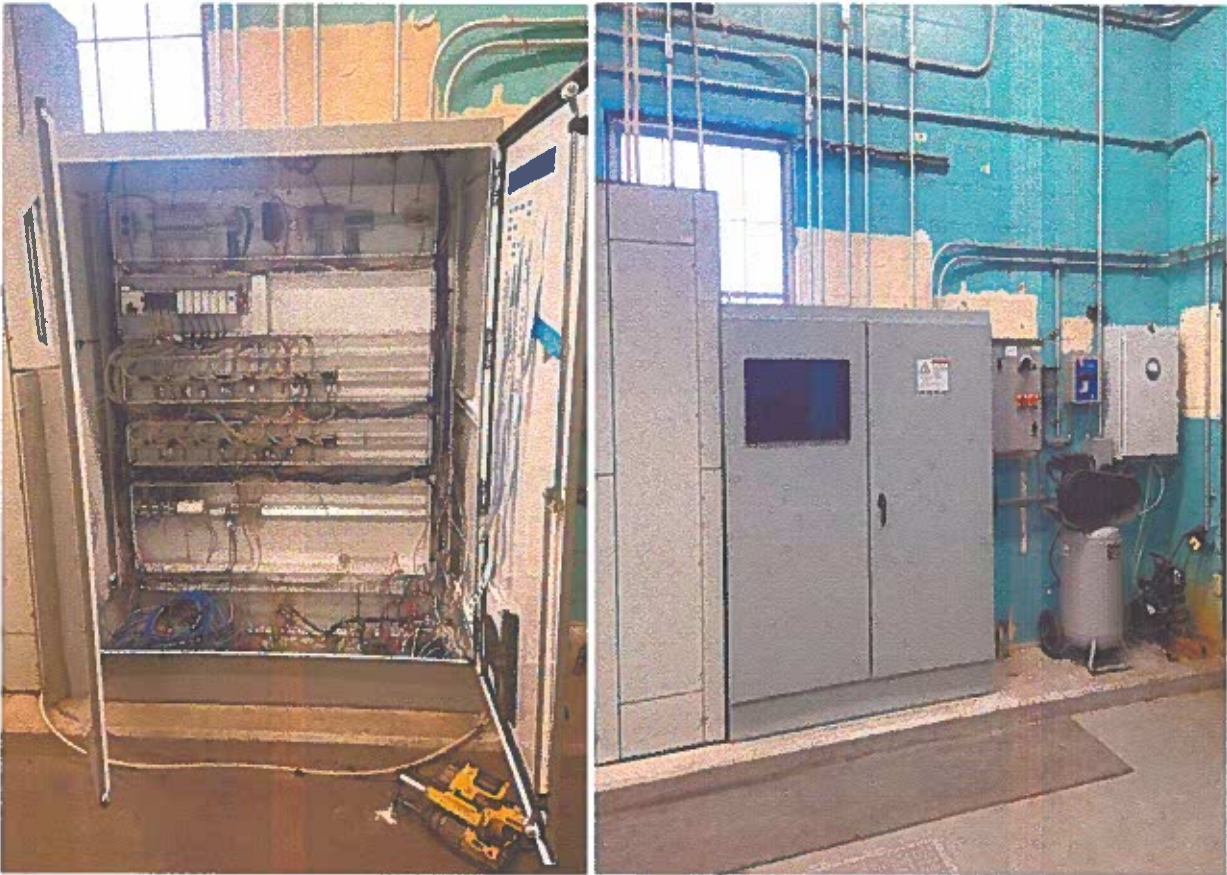
Commissioning of the Seven Mile Region Pump Stations has continued during the month of December. Punch list work is continuing at the Seven Mile Pump Stations.

###### **Construction Contract**

Contract SM-04-21 Seven Mile Region Control System SCADA Upgrade continues with Scalfo Electric. During the month of December, Scalfo completed the installation at the 39th Street Pump Station. This signified the essential completion of the installation work at the Seven Mile Beach/Middle Wastewater Treatment Facility. Only punch list items remain.

The estimated schedule has the work finishing in March of 2023.

Contractor:	Scalfo Electric
Contract Amount:	\$1,710,000.00
Amount Expended:	\$1,500,193.86 (87.73%)



### **Clarifier Gallery Overhaul at Wildwood/Lower**

As part of the Wastewater Program's 20 year Capital Renewal and Replacement Plan, the clarifier gallery is being overhauled in order to provide operational efficiency in the control of primary and secondary sludge pumps. This project includes installing new VFDs, new valves, rebuilt pumps and rebuilt motors for both primary and secondary clarifiers. The mechanical and operation staff have identified the necessary valves for replacement and have placed material orders. Electrical staff have completed installation for six (6) new VFDs (three (3) for primary clarifiers and three (3) for secondary clarifiers). They have successfully operated the six (6) VFD installations using the new control system. The materials to install an additional six (6) VFDs (three (3) for primary clarifiers and three (3) for secondary clarifiers) have been ordered.

The mechanical materials have been delivered; however, due to the complexity of the valve system in the gallery, only a few valves can be replaced during the summer months. The larger project is planned for the off-season.

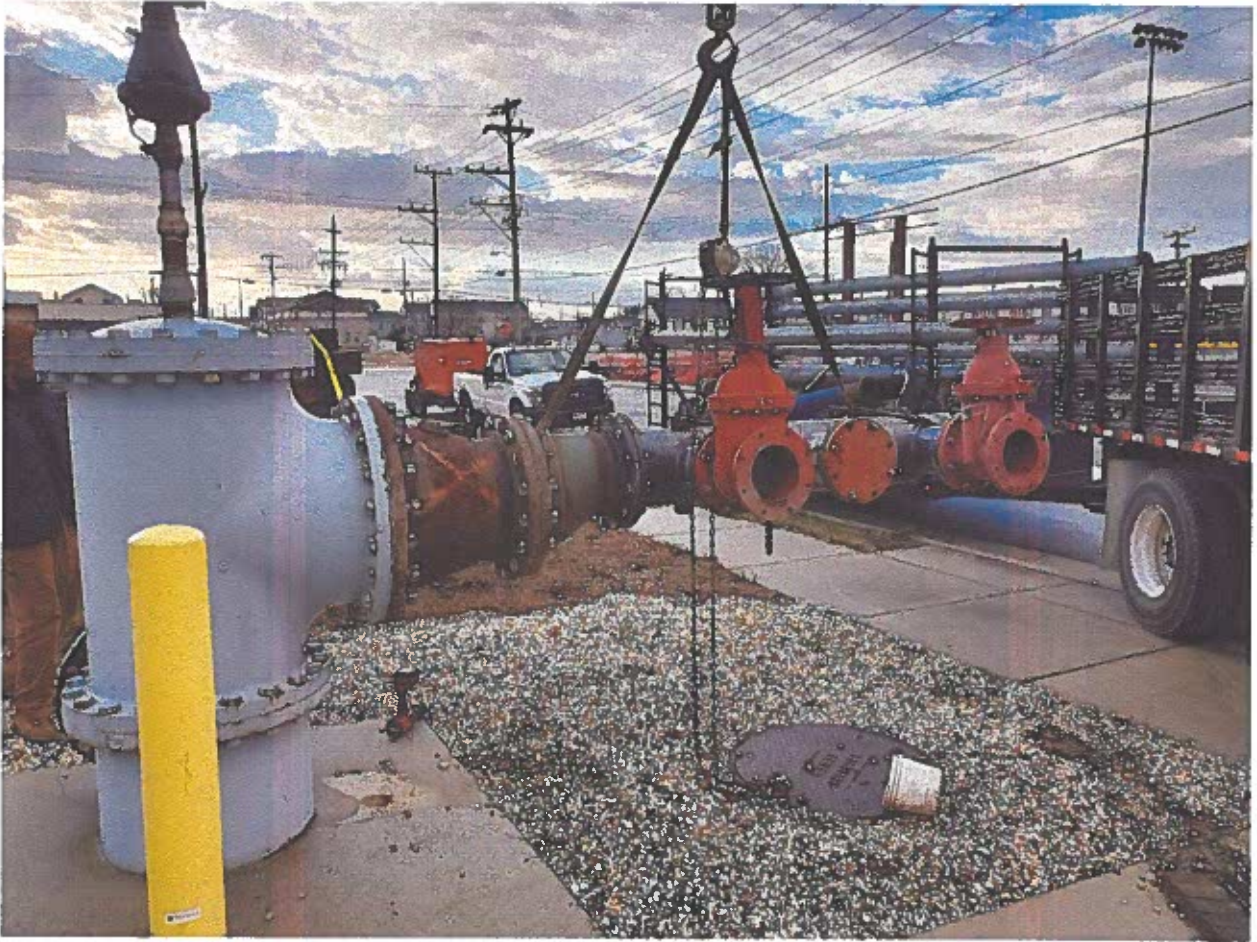
### **Replace Pumps, Motors, and Valving at Spicer Avenue Pump Station**

As part of the Wastewater Program's 20 year Capital Renewal and Replacement Plan, this pump station was identified as requiring upgrades. Engineering was completed in-house and the pump station was redesigned to operate more efficiently. The re-design consists of two large pumps (each pump is capable of pumping peak summer flows) and two small pumps (each pump is capable of pumping peak winter flows) all on VFDs. The small pumps will provide pumping for approximately 90% of the year because even during the summer, they are capable of pumping during non-peak flow times. Being able to use the small pumps to this extent is a huge cost savings, as the small pumps are operated by a 40 horsepower (HP) motor while the large pumps are operated by a 125 horsepower motor. Cost savings are amplified further as the VFD allows the pump to operate at its peak performance even with variation in flows.

The pumps, motors, and valving at Spicer Avenue Pump Station are being replaced by the Project Crew. This project will be completed in two phases. The first phase does not require a bypass and is being completed prior to summer. The second phase requires a bypass and will be completed in the spring of 2023.

Currently, the Project Crew has installed and successfully completed startup for one of the small pumps (40 HP), motor, valving, and piping. One (1) of the two (2) new jib cranes has been installed which has an arm extending off the main body providing extra reach and easier lifting for maintenance of the newly installed pumps/motors/valves. The Project Crew completed the installation of the first 125 HP pump and it is completely commissioned and operational.

The installation of the two remaining pumps is underway as of January 11th. (See pictures on the following pages.)



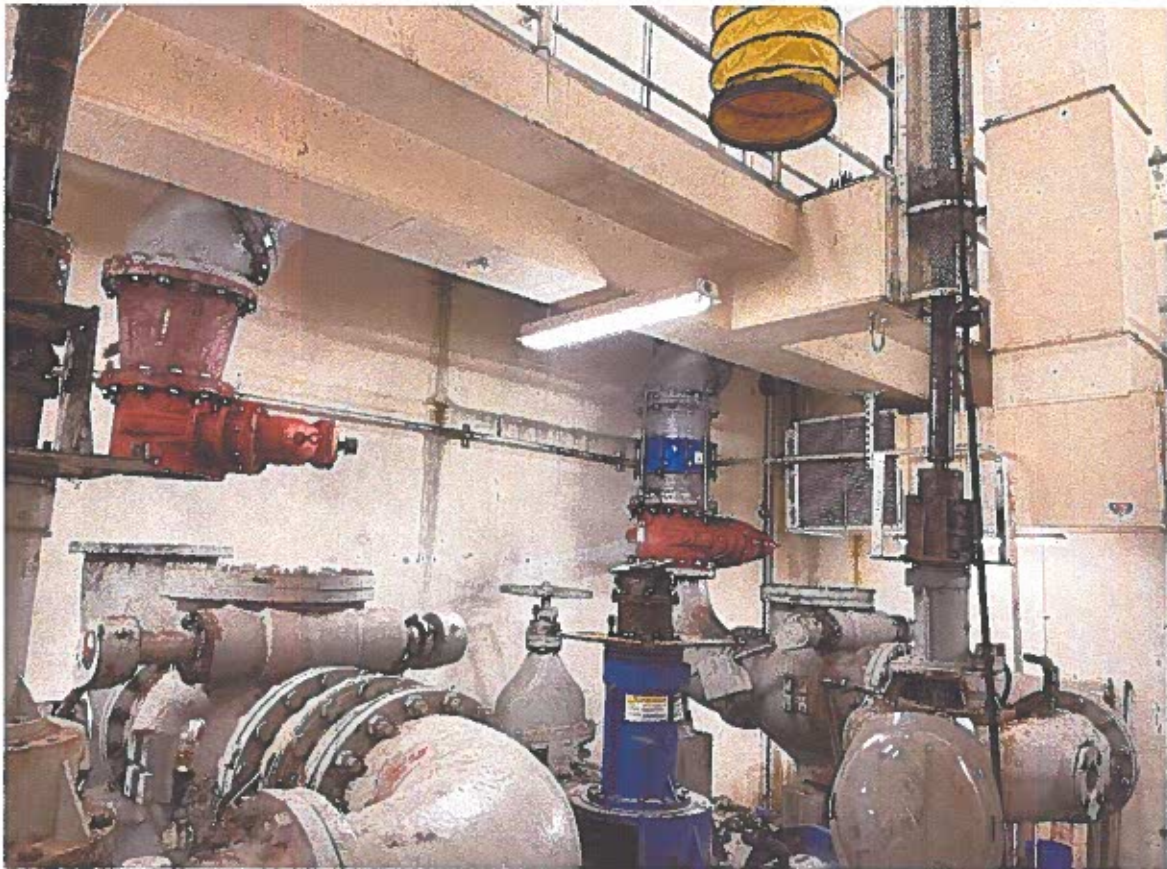
Spicer bypass installation



Spicer pump 1 legacy valve



Spicer valve materials



Spicer new valves installed pumps 1 and 2



Spicer heater replacement

### **Air Release Chamber Evaluations and Air Release Replacements throughout the Authority's Force Main System**

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the replacement of air release chamber components that have either failed or reached their end of life are being replaced. Air Release Valves provide an important function to forcemains. An Air Release Valve allows air to escape a forcemain when water fills the pipe under higher pressure so air does not become entrapped and restrict the flow of water. When flows reduce to the point where there is air space in the pipe, the air release opens to allow air to fill the empty parts of the

**MEMORANDUM**

January 12, 2023

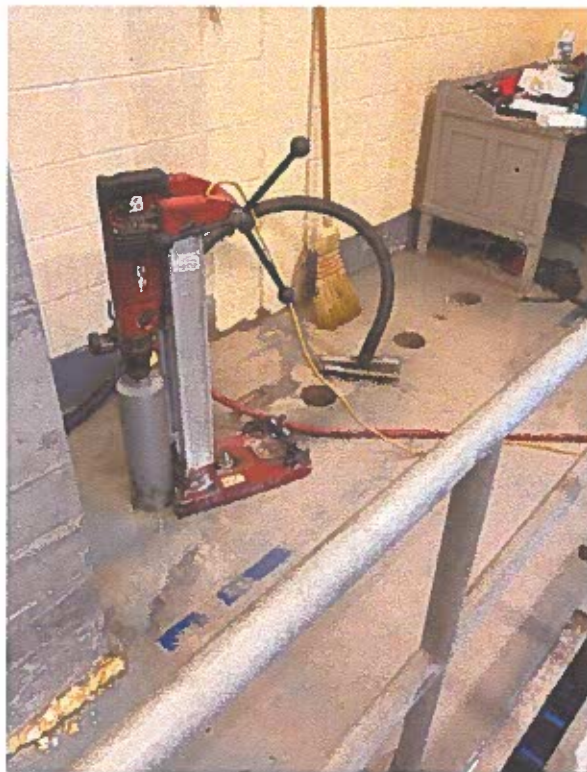
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forcemain so a vacuum does not occur. If a vacuum were to occur, the forcemain could collapse or at least restrict the flow of the water in the forcemain.

An air release/collection system team has been developed to evaluate all of the air releases in the Authority. The team consists of staff from each plant and is being supervised by Ed Pisani, Assistant Regional Manager / Collections System Coordinator, Wildwood/Lower. The team is gathered routinely and they evaluate air releases to determine which parts need to be replaced (air releases, valving, piping). Inspections are scheduled to resume on January 18th in Ocean City.

**32nd Street Pump Station Upgrades**

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the 32nd Street pump station is being upgraded with new pumps, updated internal pipework as well as Variable Frequency Drives (VFD). The pumps were procured under contract OC-EQUIP-23-20 and the installation of the pumps along with the internal piping upgrades will be completed under contract OC-18-22. The VFD and electrical upgrades are ongoing.



Electrical leads pulled from the bottom of the dry well to the future location of the electrical controls



**MEMORANDUM**

January 12, 2023

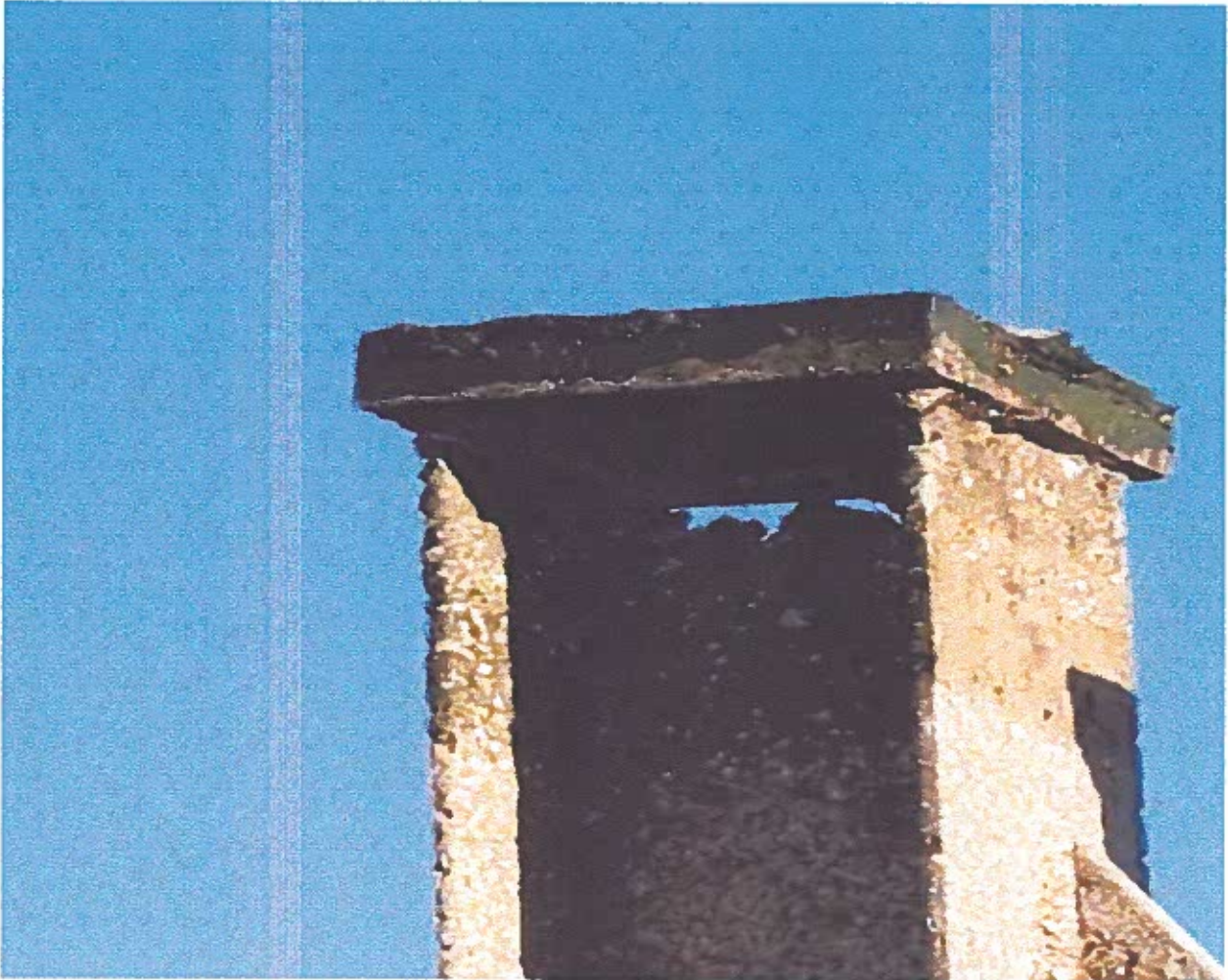
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**RBC and RBR Replacement Ocean City WWTP**

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the replacement of RBC media and shafts as well as the rehabilitation of the RBR shaft project began on September 23rd. Shafts have been removed from Bay 4. Disposal of the RBC shafts is being planned. The RBR shaft will undergo a complete rehab (sandblasting, painting and media replacement) prior to being returned to service. Bay 6 RBR/RBC removal was completed during the week of November 12th. Catwalks in the RBC bays are also being replaced with new material. Aluminum materials for the catwalks are scheduled for arrival in the early spring. (See pictures below and on the following page.)



Crane removal of old RBC catwalks



Close up of aluminum deterioration

### **Scum Concentrator Replacement at Seven Mile Beach/Middle and Wildwood/Lower WTP**

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the Authority is replacing the Scum Concentrators at the Seven Mile Beach/Middle and the Wildwood/Lower WTPs. A scum concentrator combines dewatering by gravity separation with a heated day tank for further processing of concentrated scum and grease. This system provides the means to keep grease laden skimmings pumpable to be transferred for disposal.

The Project Crew began demolition of the Seven Mile Beach/Middle scum concentrator system during the month of October. In-house forces will conduct the installations at both locations. The demolition of the equipment at the Wildwood/Lower is planned for early 2023.

### 3.2 Repair and Maintenance Projects

#### Project Crew Truck Repair

Project Crew (PC) continues to conduct repairs on multiple Sludge Transfer Vehicles. This work is part of the preparation of the fleet for the 2023 peak season. (See pictures below and on the following page.)



T-13 Fender repairs



T-17 roller jack repairs

MEMORANDUM

January 12, 2023

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**Ocean City Effluent Pump #2 Removal**

The maintenance staff removed Effluent pump #2 from service after a work request was submitted in Limble; the Authority's Computerized Maintenance Management System (CMMS). The work request indicated that the pump was experiencing excessive vibration when running. Once the pump was disassembled, it was found that a plastic bag was caught around the impeller. While the pump is apart, the maintenance staff will perform a full rebuild utilizing stock parts. The parts that come off of the pump will be sent to a machine shop for rehabilitation. (See pictures on the following page.)

Instructions:

Tag Task Edit Instructions

- 1:  See what's wrong with the pump
- 2:  Unwire pump motor
- 3:  Disconnect motor shaft from pump
- 4:  Remove motor from pump
- 5:  Pull pump from effluent well
- 6:  Rebuild pump
- 7:  Put pump back into well
- 8:  install motor and shaft to pump
- 9:  Rewire motor

Add Tool Log Time Start PO Request Purchase Add Invoice Add Part

Time Logged: 11 hr and 30 mins

1 hr and 0 min by Paul Larsen - 2022/11/30 9:31 AM - Unwired pump
4 hr and 0 min by Justin Hickman - 2022/11/30 1:58 PM - Had a hard time getting coupling loose. Motor is off the pump
2 hr and 30 min by Justin Hickman - 2022/12/01 12:22 PM - unbolted discharge flange and pump base. lifted pump up, need to take apart pump base from pipe to clear height.
6 hr and 0 min by Justin Hickman - 2022/12/02 3:12 PM - split the pipe at flange, Exposed the coupling and un did the coupling to separate the two. Pulled last pipe section and bowl out of well. tried to take apart. covered the well opening and cleaned up the area for the weekend.
2 hr and 0 min by Justin Hickman - 2022/12/06 1:29 PM - Tried to separate pipe from impeller base. was able to remove impeller base plate from impeller base. slide shaft and impeller back, didn't see anything inside, looked pretty good. S.B helped

Limble Work Order



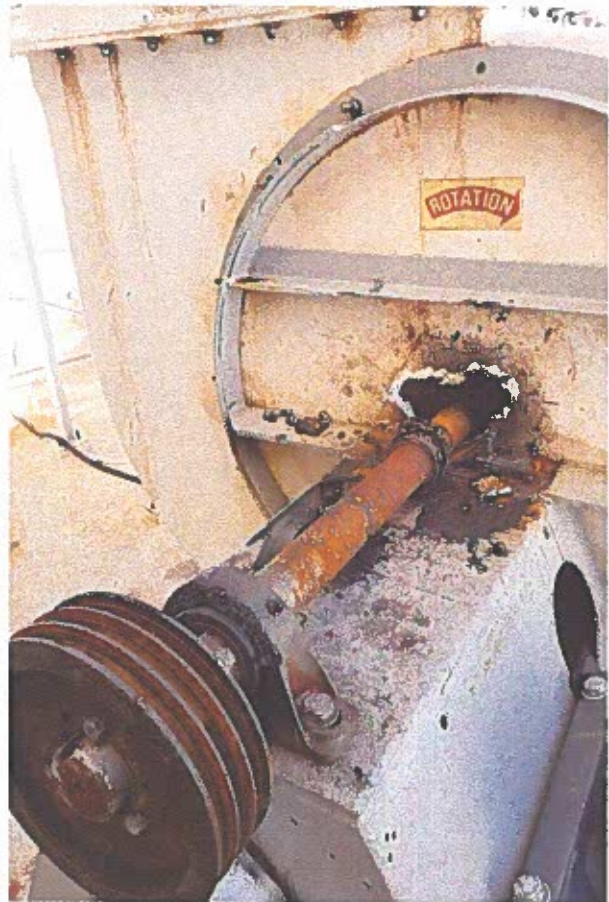
MEMORANDUM

January 12, 2023

Page 20

**Wildwood/Lower Scrubber Fan Repair**

A bearing located on a scrubber fan failed and damaged the impeller shaft and the fiberglass housing. The blower was removed from service and disassembled. The maintenance team is developing options for the repairs or replacement of the fiberglass and the impeller will be sent out for balancing prior to start up scheduled for April 2023.



MEMORANDUM

January 12, 2023

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**Wildwood/Lower Composite Sampler Repair**

Personnel replaced the internal components of a refrigerated composite sampler. A composite sampler is programmed to take a collection of 48 individual discrete samples taken at 30 minute intervals over a period of 24 hours, as required by the NJPDES ( New Jersey Pollutant Discharge Elimination System) Permit. A replacement sampler typically costs upwards of \$10,000. The repair cost was \$3,100





Revenue Generating Solid Waste and Recycling Report 2022  
 Tonnage Through December 2022

Unaudited

Solid Waste Type	COMPARISON TO 2022 BUDGET													
	1	2	3	4	5	6	7	8	9	COMPARISON TO PREVIOUS YEAR				
	Annual Budgeted Tons	December Budgeted Tons	December Actual Tons	Current vs. Budgeted Month Tons	Current vs. Budgeted Month %	Year to Date Budgeted Tons	Year to Date Actual Tons	YTD Actual vs. Budgeted Tons	YTD Actual vs. Budgeted %	2021 Budgeted Tons	December 2022 vs December 2021 Actual Tons	December 2022 vs December 2021 %	YTD 2022 vs YTD 2021 Actual Tons	YTD 2022 vs YTD 2021 %
10 - Municipal	93,000	5,871	4,874	-997	-17.0%	97,000	89,790	-3,210	-3.5%	89,653	-412	-7.8%	-6,421	-6.7%
13 - Dry Bulky	4,200	249	286	37	14.9%	4,200	5,355	1,155	27.5%	4,200	34	13.5%	427	8.7%
13C - Construction & Demolition	58,500	6,018	7,560	1,542	25.6%	58,500	87,485	28,985	49.5%	58,500	-300	-3.8%	-2,685	-3.0%
23 - Vegetative	250	0	16	16	N/A	250	1,093	843	337.2%	250	16	N/A	408	59.8%
25 - Animal and Food Processing	548	31	37	6	19.4%	548	1,155	607	110.8%	817	-28	-3.1%	246	27.1%
27 - Dry Industrial	500	34	56	22	64.7%	500	824	324	64.8%	500	-15	-2.1%	-123	-13.0%
27A - Asbestos	629	72	153	81	112.5%	629	990	361	57.4%	629	100	188.7%	799	43.3%
<b>Total</b>	<b>157,627</b>	<b>12,275</b>	<b>12,982</b>	<b>707</b>	<b>5.8%</b>	<b>157,627</b>	<b>186,692</b>	<b>29,065</b>	<b>18.4%</b>	<b>154,549</b>	<b>-605</b>	<b>-4.5%</b>	<b>-7,853</b>	<b>-4.0%</b>
<b>Recycling Type</b>														
135R - Tires	94	3	4	1	33.3%	94	111	17	18.1%	94	-1	-20.0%	6	5.7%
137L - Overhead Tires	50	5	4	-1	-20.0%	50	53	3	6.0%	50	1	33.3%	20	60.6%
238C - Bed Cleanout	2,000	60	651	591	98.5%	2,000	3,481	1,481	74.1%	1,000	24	3.8%	1,208	28.3%
23H - Bush, Branches	3,500	260	465	205	78.8%	3,500	4,961	1,061	30.3%	2,477	24	5.4%	764	20.1%
23C - Leaves & Grass	2,700	200	198	-2	-1.0%	2,700	1,879	-821	-30.4%	3,900	-167	-4.8%	-115	-2.9%
23S - Stumps	1,700	30	111	281	936.7%	1,700	6,649	4,949	43.7%	1,062	-284	-47.7%	2,105	46.3%
<b>Total</b>	<b>10,044</b>	<b>558</b>	<b>1,633</b>	<b>1,075</b>	<b>182.7%</b>	<b>10,044</b>	<b>20,794</b>	<b>10,690</b>	<b>106.4%</b>	<b>8,583</b>	<b>-403</b>	<b>-19.8%</b>	<b>3,988</b>	<b>23.8%</b>

Overall Tonnage to Date:

Waste and Recycling	167,671	12,833	14,615	1,782	13.9%	167,671	207,426	39,755	23.7%	163,132	-1,008	-6.5%	-3,865	-1.8%
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1 - Solid Waste Admin\WC\_Leaf\Monthly Tonnage Report\2022

# Revenue Through December 2022

Unaudited

## COMPARISON TO 2022 BUDGET

## COMPARISON TO PREVIOUS YEAR

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Annual Budgeted Revenue	December Budgeted Revenue	December Actual Revenue	Current vs. Budgeted Month Revenue	Current vs. Budgeted Month %	Year to Date Budgeted Revenue	Year to Date Actual Revenue	YTD Actual vs. Budgeted Revenue	YTD Actual vs. Budgeted %	2021 Budgeted Revenue	December 2022 vs December 2021 Revenue	December 2022 vs December 2021 %	YTD 2022 vs YTD 2021 Revenue	YTD 2022 vs YTD 2021 %
<b>Solid Waste Type</b>														
10 - Municipal	\$7,436,280	\$469,445	\$389,725	\$79,720	17.0%	\$7,436,280	\$7,179,608	\$256,672	-3.5%	\$7,027,002	-\$24,592	-5.9%	-\$361,410	-4.8%
13 - Dry Bulky	\$335,832	\$19,910	\$22,869	\$2,959	14.9%	\$335,832	\$428,186	\$92,354	27.5%	\$329,198	\$9,117	15.8%	\$41,929	10.9%
13C - Construction & Demolition	\$5,344,560	\$549,804	\$690,682	\$140,877	25.6%	\$5,344,560	\$7,992,630	\$2,648,070	49.5%	\$5,151,510	-\$1,470	-0.2%	\$51,908	0.7%
23 - Vegetative	\$19,990	\$0	\$1,279	\$1,279	N/A	\$19,990	\$87,396	\$67,406	337.2%	\$19,595	\$1,279	N/A	\$33,706	62.8%
25 - Animal and Food Processing	\$43,818	\$2,479	\$2,959	\$480	19.4%	\$43,818	\$92,354	\$48,536	110.8%	\$64,036	-\$2,136	-41.9%	\$21,107	29.6%
27 - Dry Industrial	\$38,150	\$2,594	\$4,273	\$1,679	64.7%	\$38,150	\$62,871	\$24,721	64.8%	\$37,395	-\$1,037	-19.5%	-\$7,955	-11.2%
27A - Asbestos	\$84,424	\$9,664	\$20,536	\$10,872	112.5%	\$84,424	\$132,878	\$48,453	57.4%	\$81,361	\$13,680	199.5%	\$43,497	48.7%
<b>Total</b>	\$13,303,054	\$1,053,896	\$1,134,322	\$78,425	7.4%	\$13,303,054	\$15,975,923	\$2,672,868	20.1%	\$12,710,095	-\$11,160	-1.0%	-\$177,218	-1.1%
<b>Recycling Type</b>														
13SR - Tires	\$35,250	\$1,125	\$1,500	\$375	33.3%	\$35,250	\$41,625	\$6,375	18.1%	\$31,840	-\$300	-18.7%	\$3,823	10.1%
13TL - Oversized Tires	\$21,250	\$1,125	\$1,700	\$425	20.0%	\$21,250	\$27,525	\$6,275	6.0%	\$20,500	\$470	38.2%	\$8,995	66.5%
23BC - Bed Cleanout	\$74,000	\$7,200	\$4,087	\$2,867	985.0%	\$74,000	\$202,797	\$128,797	174.1%	\$36,000	\$1,515	6.7%	\$48,969	31.8%
23H - Brush, Branches	\$129,500	\$9,620	\$17,205	\$7,585	78.8%	\$129,500	\$168,757	\$39,257	30.3%	\$89,172	\$1,329	8.4%	\$32,065	23.5%
23C - Leaves & Grass	\$35,100	\$1,600	\$2,574	\$26	-1.0%	\$35,100	\$50,427	\$15,327	43.7%	\$48,750	-\$1,989	-43.6%	\$502	1.0%
23S - Stumps	\$25,500	\$450	\$4,665	\$4,215	936.7%	\$25,500	\$99,735	\$74,235	291.1%	\$15,399	-\$3,963	-45.9%	\$33,847	51.4%
<b>Total</b>	\$320,600	\$18,140	\$51,731	\$33,591	185.2%	\$320,600	\$585,866	\$265,266	82.7%	\$343,661	-\$2,938	5.4%	\$128,203	28.0%

## Overall Revenue to Date:

Waste and Recycling	\$13,623,654	\$1,072,036	\$1,184,053	\$112,016	10.4%	\$13,623,654	\$16,561,789	\$2,938,134	21.6%	\$12,953,756	-\$14,098	-1.2%	-\$49,015	-0.3%
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# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 4-23

### **RESOLUTION AUTHORIZING THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY TO ENTER INTO A COOPERATIVE PRICING SYSTEM AGREEMENT KNOWN AS NEW JERSEY COOPERATIVE PURCHASING ALLIANCE #CK04 WITH THE COUNTY OF BERGEN ACTING AS LEAD AGENCY**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing System Agreements for its administration; and,

**WHEREAS**, the County of Bergen, acting as Lead Agency, has offered voluntary participation in a Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance #CK04 for the purchase of goods and services at no cost to the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority"); and,

**WHEREAS**, the Authority duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and,

**WHEREAS**, the Authority's General Counsel issued a legal opinion on January 11, 2023 affirming the Authority may become a member in the Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance #CK04 upon passage of a Resolution; and,

**WHEREAS**, the Authority desires to participate in the Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance #CK04 with the County of Bergen acting as the Lead Agency effective upon the date of Resolution passage with said membership being for a five (5) year period and each renewal thereafter, unless the Authority elects to formally withdraw from said Cooperative Pricing System.

**NOW, THEREFORE BE IT RESOLVED** by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof
2. The Executive Director or his designee is hereby authorized to enter into a Cooperative Pricing System Agreement with the County of Bergen to participate in the Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance #CK04 pursuant to the provisions of N.J.S.A. 40A:11-11(5).
3. The County of Bergen, as Lead Agency of the Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance #CK04, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Ms. Heenan						
Mr. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 4-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of January 2023.

\_\_\_\_\_  
Assistant Corporate Secretary

January 5, 2023

MEMORANDUM

TO: Joseph V. Rizzuto, Executive Director  
FROM: Kevin W. McGahey, QPA, Purchasing Agent  
RE: Participation in the New Jersey Cooperative Purchasing Alliance

The Authority is interested in becoming a Participating Member of the New Jersey Cooperative Purchasing Alliance. As you know, the use of cooperative contracts reduces the cost of goods and services by aggregating the purchasing power of public agencies. Thus, allowing the Authority access to a portfolio of competitively solicited and publicly awarded contracts.

The New Jersey Cooperative Purchasing Alliance has over 300 listed members from all avenues of governmental agencies and the contracts portfolio has over two hundred and thirty contracts for use. All contracts are awarded by a government entity, Bergen County, utilizing industry best practices, processes and procedures.

Attached is a sample resolution as offered by New Jersey Cooperative Alliance and the agreement that will be executed by both parties

The Authority is permitted to utilize Cooperative Pricing System offered contracts through N.J.S.A. 40A:11-11(5). With there being no cost to the Authority to join, no need to rejoin at any point, and no requirement to utilize a contract through the Cooperative, it is recommended that the Authority pass a Resolution authorizing the participation in the New Jersey Cooperative Pricing System #CK04 a County of Bergen administered Cooperative.

I concur with the above recommendation:

  
\_\_\_\_\_  
Joseph V. Rizzuto,  
Executive Director

January 09, 2023  
Date

KWM:  
Enclosures

c: Mr. Robert P. Donato  
Ms. Ann McDevitt

## COOPERATIVE PRICING SYSTEM AGREEMENT

New Jersey Cooperative Purchasing Alliance # CK04

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the, **COUNTY OF BERGEN (“Lead Agency”)** and the **CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY (“CMCMUA” and/or “Authority”)**, who desire to participate in the # CK04, NJ Cooperative Purchasing Alliance.

### WITNESSETH

**WHEREAS**, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

**WHEREAS**, the County of Bergen is conducting a voluntary Cooperative Pricing System (“System”) known as the New Jersey Cooperative Purchasing Alliance with other contracting units; and

**WHEREAS**, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

**WHEREAS**, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

**WHEREAS**, it is the desire of all parties to enter into such Agreement for said purposes;

**NOW, THEREFORE, IN CONSIDERATION OF** the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be bid under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter **ON THE ANNIVERSARY OF THE REGISTRATION OF THE SYSTEM** publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
  - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
  - (B) The address and telephone number of Lead Agency.
  - (C) The names of the participating contracting units.

(D) The State Identification Code assigned to the Cooperative Pricing System.

(E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [IF NOT AN OPEN ENDED CONTRACT], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
  - (A) The quantities ordered for the Lead Agency's own needs, and
  - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date adopted on the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. The County of Bergen shall on behalf of all local units participating in the cooperative pricing system renew the system every 5 years in perpetuity; unless all parties give written notice that there is no longer a desire or a need for participation in the system.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

\_\_\_\_\_  
(NAME AND TITLE))

FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

BY:

\_\_\_\_\_  
Joseph V. Rizzuto, Executive Director



# WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †  
Daniel H. Long †±◇  
Christopher F. Long †◇

John A. Moustakas †◇

John D. Wade †  
OF COUNSEL  
Leonard J. Wood, Jr. †  
OF COUNSEL

† Admitted to NJ Bar  
± Admitted to Washington DC Bar  
◇ Admitted to PA Bar

January 11, 2023

Joseph Rizzuto, Executive Director  
CAPE MAY COUNTY MUNICIPAL  
UTILITIES AUTHORITY  
P.O. Box 610  
Cape May Court House, NJ 08210

**RE: New Jersey Cooperative Purchasing Alliance  
Cooperative Purchasing System**

Dear Mr. Rizzuto:

Allow this letter to serve as a response to your request for a legal opinion as to the Cape May County Municipal Utilities Authority's ("CMCMUA" and/or "Authority"), potential participation in a cooperative pricing system through the New Jersey Cooperative Purchasing Alliance ("Alliance"). The Alliance is open to public purchasing entities to join and has over three hundred (300) members with the aim to minimize the total cost of purchasing operations for all members, at no cost to the members to join.

New Jersey statute provides that the governing bodies of two or more contracting units may by resolution establish a cooperative pricing system. See N.J.S.A. 40A:11-11(5). Any such resolution shall establish procedures whereby one participating contracting unit in the cooperative pricing system shall be empowered to advertise and receive bids to provide prices for all other participating contracting units in such system for the provision or performance of goods or services; provided, however, that no contract shall be awarded by any participating contracting unit for a price which exceeds any other price available to the participating contracting unit, or for a purchase of goods or services in deviation from the specifications, price or quality set forth by the participating contracting unit.

The Alliance is a New Jersey State approved Co-Op and is registered with the Division of Local Government Services. As such, upon passage of a resolution by the Authority, the CMCMUA may become a member in the Alliance by completing a Cooperative Pricing System

Joseph Rizzuto  
Executive Director  
January 11, 2023  
Page 2

**RE: New Jersey Cooperative Purchasing Alliance  
Cooperative Purchasing System**

Agreement. Based upon the aforementioned, it is my legal opinion that the CMCMUA may pass the authorizing resolution and enter into an Agreement to become a member of the Alliance.

If you have any questions or need further clarification, please do not hesitate to contact me.

Very truly yours,  
WADE, LONG, WOOD & LONG, L.L.C.

*Christopher F. Long*

Christopher F. Long, Esquire

cc: Annie McDevitt, Office Manager

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 5-23

### **RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT CHEM-54-22 WITH KEMIRA WATER SOLUTIONS, INC. - FURNISH AND DELIVER LIQUID FERRIC CHLORIDE TO CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES PURSUANT TO RESOLUTION NO. 104-22**

**WHEREAS**, on August 3, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 104-22 awarding Kemira Water Solutions, Inc., Contract CHEM-54-22 – Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities ("Contract"); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and Kemira Water Solutions, Inc. to continue the Contract for two (2) additional 6-month renewal options; and,

**WHEREAS**, the Authority is desirous of executing the first 6-month extension of the Contract with Kemira Water Solutions, Inc. pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract;

**WHEREAS**, compensation to Kemira Water Solutions, Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the Adjusted Unit Price per Pound of Liquid Ferric Chloride, as contained on the Proposal page of the Bid submitted by Kemira Water Solutions, Inc., on July 19, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, for a total not-to-exceed amount of \$250,050.00; and,

**WHEREAS**, the Authority's Chief Financial Officer will certify that funds are available prior to authorizing each Purchase Order for said services.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract CHEM-54-22 is extended through August 22, 2023.
3. The total not-to-exceed budget of \$250,050.00 for this extended 6-month term for all services provided by Kemira Water Solutions, Inc. under Contract CHEM-54-22 is based upon the Adjusted Unit Price per Pound of Liquid Ferric Chloride, as contained on the Proposal page of the Bid submitted by Kemira Water Solutions, Inc., on July 19, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, subject to Year 2023 Wastewater Management Program Budget appropriations.
4. The Authority's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities under CHEM-54-22 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this Contract shall not exceed \$250,050.00.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Ms. Heenan						
Mr. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 5-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of January 2023.

\_\_\_\_\_  
Assistant Corporate Secretary

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
CONTRACT FACT SHEET**

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver Liquid Ferric Chloride to CCMUA Regional Wastewater Treatment Facilities

**Purpose and Scope of Contract:** This contract covers the supply and delivery approximately 750,000 pounds (dry basis as FeCl3) of liquid ferric chloride to various CCMUA Regional Wastewater Treatment Facilities. The liquid ferric chloride will be used as a wastewater flocculent prior to the primary clarifiers and to oxidize hydrogen sulfide in gravity sewers and sludge storage tanks.

**PROCUREMENT INFORMATION**

**Contract Type:**  Procurement (Goods and Services)  Professional Services  
 Construction  Non-Professional Services

**Contract Number:** CHEM-54-22 **Term of Contract:** Six (6) Months **Option to Renew:**  No  Yes: contains two (2), six (6) month renewal options

**Bid Guarantee:**  No  Yes **Consent of Surety:**  No  Yes

**Liquidated Damages:**  No  Yes:

**Engineer's Estimate:** \$300,000.00

**Advertisement Date:** July 1, 2022

**Opening Date:** July 19, 2022

**Contract Award Basis:**  Lowest Responsible Bidder  Best Value  Cooperative Pricing System  
 Highest Ranking Score  Negotiated

**Recommendation:**  Award  Exercise 6-month option to renew under original Contract Terms and Conditions, Option Dates: February 23, 2023 through August 22, 2023; Options to Renew remaining: 1  Reject, Basis:

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** Kemira Water Solutions, Inc.

**Address:** 4321 W. 6<sup>th</sup> Street  
Lawrence, KS 66049

**BUDGET INFORMATION**

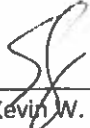



**Program:**  Wastewater  Solid Waste  Administration

**Funding:**

Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$250,050.00

**Contract Spending Previous Contract Year:** \$11,313.53

	01-12-2023		1/12/22
Kevin W. McGahey, Purchasing Agent	Date	Joshua Palombo, Wastewater Program Manager	Date
	1/12/2023		01/10/23
Robert P. Donato, Chief Financial Officer	Date	Joseph V. Rizzuto, Executive Director	Date

Joseph V. Rizzuto, Executive Director



George W. Betts, Chairman  
Richard Rixey, Vice Chairman  
William G. Burns, Jr.  
Patricia A. Callinan  
Carl H. Groon  
Carol A. Heenan  
Carol L. Saduk

## Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210  
Telephone: (609) 465-9026 • Telefax: (609) 465-9025  
www.cmcmua.com

December 7, 2022

Ms. Christina M. Imbrogno  
KEMIRA WATER SOLUTIONS, INC.  
4321 W. 6th Street  
Lawrence, KS 66049

RE: Contract CHEM-54-22  
Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment  
Facilities  
RENEWAL 1

Dear Ms. Imbrogno :

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend Contract CHEM-54-22, for an additional six (6) month period. Pursuant to the current contract we are permitted to agree to an increase based on the citation of the law found, in part, in N.J.S.A. 40A:11-15. This states; *c. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. The terms and conditions of the contract remain substantially the same.*

The New Jersey Department of Community Affairs, Division of Local Government Services, calculates and publishes the index rate to be used for the price adjustments. The original bid price list is now modified to reflect a 7.5% price increase which will adjust the Unit Price Per Pound of Liquid Ferric Chloride to \$0.6568 (Line 4). Thus the adjusted unit price (inclusive of the Spill Compensation and Control Tax (Line 5) is \$0.6668 (Line 6) The original contract agreement is also attached for your use and reference.

If in concurrence of same, Kemira Water Solutions, Inc. will Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities, for an additional six (6) month period, from February 23, 2023 through August 22, 2023, at the same terms and conditions as

set forth in the original Agreement, dated August 23, 2022, for a total Contract not to exceed amount of \$250,050.00.

Pursuant to New Jersey Public Law 2012, c. 25, "any person or entity that submits a bid or otherwise proposes to enter into or renew a contract..." must complete the enclosed Disclosure of Investment Activities in Iran certification form. Please complete this form and return it with the signed copy of this agreement.

In addition, an updated or new Performance and Payment Bond, in the full amount of the RENEWAL Agreement, \$250,050.00, must be completed and submitted with this executed contract or sooner. A sample is attached.

If you have any questions, please do not hesitate to contact me.

Regards,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY



Kevin W. McGahey, QPA  
Purchasing Agent

Concur: Yes  No

Christina M. Imbrogno

Christina M. Imbrogno (Dec 8, 2022 10:55 CST)

Signature

12/8/22

Date

Christina M. Imbrogno

Name (Please Print or Type)

KWM:

Attachment

c: Mr. Joshua Palombo  
Mr. Robert P. Donato  
Ms. Ann McDevitt

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## PART 1: CERTIFICATION

### **BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX** **FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchases/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

#### PLEASE CHECK THE APPROPRIATE BOX



I certify, pursuant to Public Law 2012, c. 25 that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the bid being rendered as non-responsive and appropriate penalties, fines and/or sanction will be assessed as provide by law.

## PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____	Relationship to Bidder _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date: _____
Bidder Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Cape May County Municipal Utilities Authority ("CMCMUA") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CMCMUA to notify the CMCMUA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CMCMUA and that the CMCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder (Company): Kemira Water Solutions, Inc.

Full Name (Print): Christina M Imbrogno

Signature: Christina M Imbrogno  
Christina M Imbrogno (Dec 8 2012 10 55 AM)

Title: Commercial Support Manager

Date: 12/08/2022



# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 6-23

### RESOLUTION AUTHORIZING THE REJECTION OF THE BID SUBMITTED BY GARTON'S RIGGING, INC. FOR CONTRACT WW-66-22 – DISPOSAL OF ROTATING BIOLOGICAL CONTACTORS (RBCs) AND OTHER MISCELLANEOUS EQUIPMENT AT VARIOUS WASTEWATER TREATMENT FACILITIES

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for WW-66-22 – Disposal of Rotating Biological Contactors (RBCs) and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

**WHEREAS**, the Authority received two (2) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on December 15, 2022; and,

**WHEREAS**, the Authority's Purchasing Agent and Chief Engineer have reviewed the Bid submitted by the apparent low bidder, Garton's Rigging, Inc., and have recommended that the Bid submitted for said Contract be rejected as it substantially exceeded the Engineer's Estimate; and,

**WHEREAS**, the Authority's General Legal Counsel, after researching the applicable law, reviewing the specifications and documents for the Contract, and conferring with Authority Staff has opined that the Bid submitted by Garton's Rigging, Inc. for said Contract was substantially over the Engineer's Estimate and may be rejected pursuant to N.J.S.A 40A:11-13.2(a); and,

**WHEREAS**, the CMCMUA's Wastewater Program Manager, Chief Financial Officer and Executive Director have concurred with said determination; and,

**WHEREAS**, the Authority Members concur with the recommendation of Staff that said Bid should be rejected and, further, that the Contract shall be rebid.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Municipal Utilities Authority, a body corporate and politic, that:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Bid submitted by Garton's Rigging, Inc. for Contract WW-66-22 is hereby rejected in accordance with N.J.S.A 40A:11-13.2(a).

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Ms. Heenan						
Mr. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 6-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of January 2023.

\_\_\_\_\_  
Assistant Corporate Secretary

# CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

## CONTRACT FACT SHEET

### PROJECT INFORMATION

**Project Name:** Disposal of RBC's & Other Miscellaneous Equipment at Various Wastewater Treatment Facilities

**Purpose and Scope of Contract:** The scope of this Contract is for the disassembly, lifting, rigging, loading, hauling, transportation, unloading and disposal of nineteen (19) RBC shaft assemblies, two (2) miscellaneous storage tanks, eight (8) cargo containers, and odor control treatment equipment located at the Ocean City, Wildwood/Lower and Cape May Wastewater Treatment Facilities. The contractor shall all furnish all required hydraulic cranes, certified crane operators, tractor-trailers, riggers, equipment, materials, vehicles, and labor.

### PROCUREMENT INFORMATION

**Contract Type:**  Procurement (Goods and Services)  Professional Services  
 Construction  Non-Professional Services

**Contract Number:** WW-66-22 **Term of Contract:** 74 Days **Option to Renew:**  No  Yes  
 after Execution of Agreement

**Bid Guarantee:**  No  Yes **Consent of Surety:**  No  Yes

**Liquidated Damages:**  No  Yes: Basis:

**Engineer's Estimate:** \$200,000.00

**Advertisement Date:** November 23, 2022 **Opening Date:** December 15, 2022

**Contract Award Basis:**  Lowest Responsible Bidder  Best Value  Cooperative Pricing System  
 Highest Ranking Score  Negotiated

**Recommendation:**  Award  
 Exercise 1 year option to renew under original Contract Terms and Conditions, Option Dates: ;  
 Options to Renew remaining:  
 Reject, Basis: N.J.S.A. 40A:11-13.2(a); The bid exceeded the engineer's estimate

### CONTRACTOR/VENDOR INFORMATION

**Contractor/Vendor:** Garton's Rigging, Inc. **Address:** 3436 North Mill Road  
 Vineland, NJ 08360




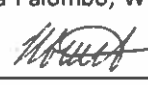
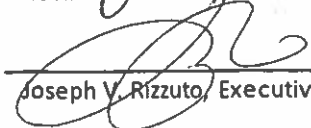
### BUDGET INFORMATION

**Program:**  Wastewater  Solid Waste  Administration

**Funding:**  
 Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$294,586.00

**Contract Spending Previous Contract Year:** N/A

 _____ Thomas J. LaRocco, P.E., Chief Engineer	1/11/2023 _____ Date Joshua Palombo, Wastewater Program Manager	 _____ Date 1/12/23
 _____ Kevin W. McGahey, Purchasing Agent	01-12-2023 _____ Date Robert P. Donato, Chief Financial Officer	 _____ Date 1/12/2023
 _____ Joseph V. Rizzuto, Executive Director	01/10/23 _____ Date	

ENGINEER'S ESTIMATE		OPENING DATE		Garton's Rigging, Inc.		Iaconelli Contracting, Inc.		UNIT PRICE		EXT. PRICE		UNIT PRICE		EXT. PRICE					
\$200,000.00		THURSDAY, DECEMBER 15, 2022 @ 2:00PM																	
CONTRACT NUMBER AND TITLE				Garton's Rigging, Inc.				Iaconelli Contracting, Inc.				UNIT PRICE				EXT. PRICE			
WW-68-22 DISPOSAL OF ROTATING BIOLOGICAL CONTACTORS (RBCs) and OTHER MISCELLANEOUS EQUIPMENT AT VARIOUS WASTEWATER TREATMENT FACILITIES																			
ITEM	DESCRIPTION	QUANTITY	REQUIRED	PROVIDED	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE			
1	LOW DENSITY RBC SHAFT ASSEMBLY DISPOSAL - CAPE MAY FACILITY	6			\$ 5,649.00	33,894.00	9,740.00	58,440.00											
2	HIGH DENSITY RBC SHAFT ASSEMBLY DISPOSAL - CAPE MAY FACILITY	6			\$ 5,649.00	33,894.00	9,940.00	59,640.00											
3	LOW DENSITY RBC SHAFT ASSEMBLY DISPOSAL OCEAN CITY FACILITY	4			\$ 5,645.00	22,580.00	9,250.00	37,000.00											
4	HIGH DENSITY RBC SHAFT ASSEMBLY DISPOSAL - OCEAN CITY FACILITY	2			\$ 5,645.00	11,290.00	9,550.00	19,100.00											
5	STRIPPED RBC SHAFT AND MEDIA MODULE DISPOSAL - OCEAN CITY FACILITY	1			\$ 16,082.00	16,082.00	5,000.00	5,000.00											
6	SCUM STORAGE TANK DISPOSAL - OCEAN CITY FACILITY	1			\$ 5,395.00	5,395.00	5,000.00	5,000.00											
7	SODIUM HYPOCHLORITE STORAGE TANK DISPOSAL - OCEAN CITY FACILITY	1			\$ 5,395.00	5,395.00	5,000.00	5,000.00											
8	ODOR CONTROL TREATMENT EQUIPMENT DISPOSAL - CAPE MAY FACILITY	1			\$ 70,141.00	70,141.00	32,000.00	32,000.00											
9	CARGO CONTAINER DISPOSAL - CAPE MAY FACILITY (IF AND WHERE DIRECTED)	1			\$ 5,886.00	5,886.00	2,500.00	2,500.00											
10	CARGO CONTAINER DISPOSAL - WILDWOOD/LOWER FACILITY (IF AND WHERE DIRECTED)	4			\$ 5,457.00	21,828.00	3,000.00	12,000.00											
11	CARGO CONTAINER DISPOSAL - OCEAN CITY FACILITY (IF AND WHERE DIRECTED)	3			\$ 6,067.00	18,201.00	3,000.00	9,000.00											
12	ALLOWANCE AS SET BY AUTHORITY \$50,000	1			\$ 50,000.00	50,000.00		50,000.00											
	TOTAL AMOUNT BID (SUM OF LINES 1 - 12)				\$ 294,586.00		PROVIDED	294,580.00			PROVIDED		PROVIDED			PROVIDED			
	BIDDER'S CHECKLIST						yes				yes								
	STATEMENT OF OWNERSHIP						yes				yes								
	NON-COLLISION AFFIDAVIT						yes				yes								
	PROPOSAL FORM(S)						yes				yes								
	ADDENDA ACKNOWLEDGEMENT						yes				yes								
	BID GUARANTEE						yes	approved provider			yes	approved provider							
	CONSENT OF SURETY						yes	approved provider			yes	approved provider							
	BIDDER'S EXPERIENCE/REFERENCES						yes				yes								
	ADDITIONAL BIDDER'S QUALIFICATION						yes				yes								
	EQUIPMENT CERTIFICATION						yes				yes								
	MANDATORY DESIGNATION OF SUBCONTRACTORS AND BIDDER'S OWN WORKFORCE						yes				yes								
	N.J. BUSINESS REGISTRATION CERTIFICATE						yes	valid			yes	valid							
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN						yes				yes								
	IRS FORM W-9						yes				yes								
	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE						yes	clear search			yes	clear search							
	FEDERAL NON-DEBARMENT CERTIFICATE						yes	AA-302 & AA-201			yes	15-Apr-2026							
	MANDATORY AFFIRMATIVE ACTION						yes	CMCMUA named as certificate holder			yes	CMCMUA named as certificate holder							
	INSURANCE CERTIFICATE(S)						yes				yes								

# WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †  
Daniel H. Long †±◇  
Christopher F. Long †◇

John A. Moustakas †◇

John D. Wade †  
OF COUNSEL  
Leonard J. Wood, Jr. †  
OF COUNSEL

† Admitted to NJ Bar  
± Admitted to Washington DC Bar  
◇ Admitted to PA Bar

January 4, 2023

Joseph V. Rizzuto, Executive Director  
CAPE MAY COUNTY MUNICIPAL  
UTILITIES AUTHORITY  
P.O. Box 610  
Cape May Court House, NJ 08210

**RE: Disposal of RBCS and Other Miscellaneous Equipment at Various Wastewater  
Treatment Facilities  
WW-66-22**

Dear Mr. Rizzuto:

## I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to the Contract for the Disposal of Rotating Biological Contractors (RBCs) and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities on behalf of the Cape May County Municipal Utilities Authority (“CMCMUA” and/or “Authority”). The CMCMUA received two (2) bids for the Contract. The bids were submitted on Thursday, December 15, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
1. Garton’s Rigging, Inc.	\$294,586.00
2. Iaconelli Contracting, Inc.	\$294,680.00
<u>Engineer’s Estimate:</u>	<u>\$200,000.00</u>

## II. FACTUAL ANALYSIS

The bid specifications seek a contractor to load, haul, unload and offsite disposal of RBC shaft assemblies, miscellaneous storage tanks and various other equipment at the Ocean City, Wildwood/Lower, and Cape May Regional Wastewater Treatment Facilities. See Bid Specifications, Section IV(1.01), Technical Specifications, General Scope.

The apparent low bid for the contract was submitted by Garton’s Rigging, Inc. (“Garton’s”) in the amount of \$294,586.00 which is \$94,586.00 above the Authority’s predetermined Engineer’s estimate of \$200,000.00. Upon review of the bids received, Thomas LaRocco, Chief Engineer on behalf of the

Joseph V. Rizzuto  
Executive Director  
January 4, 2023  
Page 2

**RE: Disposal of RBCS and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities**  
**WW-66-22**

Authority and Joshua Palombo, Wastewater Program Manager on behalf of the Authority, opined that the low bid submitted substantially exceeds the cost estimates for the services.

**III. LEGAL ANALYSIS**

The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. regulates bidding on Contracts of public entities in New Jersey. In general, the practice of public bidding is universally recognized and deeply imbedded in the public policy of the State of New Jersey. N.E.R.I. Corp. v. New Jersey Highway Authority, 147 N.J. 223, 236 (1996). There is a prima facie presumption that power and discretion of governmental action in awarding bids on public Contracts has been properly exercised. Colonnelli Bros., Inc. v. Village of Ridgefield Park, 284 N.J.Super. 538, 541 (App.Div.1995).

Public bidding statutes are to be construed with sole reference to the public good and rigidly adhered to by courts. Hall Const. Co., Inc. v. New Jersey Sports & Exposition Authority, 295 N.J.Super. 629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. Sevell v. New Jersey Highway Authority, 329 N.J.Super. 580, 584 (App.Div.2000).

Every Contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by Resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore. N.J.S.A. 40A:11-4. "*Lowest responsible bidder or vendor*" means the bidder or vendor: (a) whose response to a request for bids offers the lowest price and is responsive; and (b) who is responsible. N.J.S.A. 40A:11-2. The lowest responsible bidder on a public Contract must not only be deemed responsible but must submit the lowest bid which conforms to the Contract specifications. Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175, 279 N.J.Super. 566, 590 (App.Div.1995).

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth., 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way. Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. Hanover Tp. v. Inter. Fidelity Ins. Co., 122 N.J.Super. 544, 548 (App.Div.1973).

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the Contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise

**RE: Disposal of RBCS and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities**  
**WW-66-22**

undermining the necessary common standard of competition. Township of River Vale v. R.J. Longo Constr. Co., 127 N.J. Super. 207, 222 (Law.Div.1974).

The court has provided further guidance as to materiality where an error is “patent and the true intent of the bidder obvious”. In such a situation, the Appellate Division has held that such an error may be disregarded by the public agency. The Court held that certain non-compliance (i.e. obvious error) with the bid specifications may be deemed not material and therefore waivable by the public entity. Spina v. Borough of Fairview, 304 N.J. Super. 425, (App. Div. 1997).

As a matter of law, the Local Public Contract Law requires certain items to be included as material aspects of every bid. The statute reads:

“When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents;”

N.J.S.A. 40A:11-23.2.

Finally, a local contracting unit is permitted to reject all bids within a part under certain conditions. N.J.S.A. 40A:11-13.2, provides in pertinent part:

“A local contracting unit can reject all bids for any of the following reasons:

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;**
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;

Joseph V. Rizzuto  
Executive Director  
January 4, 2023  
Page 4

**RE: Disposal of RBCS and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities**  
**WW-66-22**

- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

N.J.S.A. 40A:11-13.2 (emphasis added).

As outlined above, the apparent low bid for this contract, submitted by Garton's, was in the amount of \$294,586.00 which is \$94,586.00 above the Authority's predetermined Engineer's estimate of \$200,000.00. Upon review of the bid received, Mr. LaRocco and Mr. Palombo opined that the low bid submitted substantially exceeds the cost estimates for the services. Based on the aforementioned, it is my legal opinion that the lowest bid on this Contract substantially exceeds the pre-determined engineer's estimate and accordingly, the CCMUA may reject all bids on Contract WW-66-22 and rebid the project pursuant to N.J.S.A. 40A:11-13.2(a).

#### IV. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents and conferring with staff, it is my legal opinion that the low bid received for this Contract is substantially over the engineer's estimate and may be rejected pursuant to N.J.S.A 40A:11-13.2(a). Further, it is my recommendation that a Resolution be placed on the Agenda at an upcoming meeting rejecting the bids received and rebidding the project conditioned upon staff concurrence.

If you have any questions or require any further clarification, please do not hesitate to contact me.

Very truly yours,  
WADE, LONG, WOOD & LONG, L.L.C.

*Christopher F. Long*

Christopher F. Long, Esquire

cc: Thomas LaRocco, Chief Engineer  
Robert Donato, Chief Financial Officer  
Joshua Palombo, Wastewater Program Manager  
Annie M. McDevitt, Office Manager  
Kevin McGahey, QPA, Purchasing Agent

Cape May County Municipal Utilities Authority

RESOLUTION NO. 7-23

RESOLUTION AUTHORIZING THE REJECTION OF THE BID SUBMITTED BY IACONELLI CONTRACTING, INC. FOR CONTRACT WW-66-22 – DISPOSAL OF ROTATING BIOLOGICAL CONTACTORS (RBCs) AND OTHER MISCELLANEOUS EQUIPMENT AT VARIOUS WASTEWATER TREATMENT FACILITIES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for WW-66-22 – Disposal of Rotating Biological Contactors (RBCs) and Other Miscellaneous Equipment at Various Wastewater Treatment Facilities ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received two (2) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on December 15, 2022; and,

WHEREAS, the Authority's Purchasing Agent and Chief Engineer have reviewed the Bid submitted by the apparent second low bidder, Iaconelli Contracting, Inc., and have recommended that the Bid submitted for said Contract be rejected as it substantially exceeded the Engineer's Estimate; and,

WHEREAS, the Authority's General Legal Counsel, after researching the applicable law, reviewing the specifications and documents for the Contract, and conferring with Authority Staff has opined that the Bid submitted by Iaconelli Contracting, Inc., for said Contract was substantially over the Engineer's Estimate and may be rejected pursuant to N.J.S.A 40A:11-13.2(a); and,

WHEREAS, the CMCMUA's Wastewater Program Manager, Chief Financial Officer and Executive Director have concurred with said determination; and,

WHEREAS, the Authority Members concur with the recommendation of Staff that said Bid should be rejected and, further, that the Contract shall be rebid.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, that:

- 1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Bid submitted by Iaconelli Contracting, Inc., for Contract WW-66-22 is hereby rejected in accordance with N.J.S.A 40A:11-13.2(a).

Table with 7 columns: Motion, Second, Yes, No, Abstain, Absent. Rows include Mr. Burns, Ms. Callinan, Ms. Heenan, Mr. Matalucci, Mr. Rixey, Ms. Saduk, Mr. Betts.

I hereby certify the foregoing to be a true and correct copy of Resolution No. 7-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18th day of January 2023.

Assistant Corporate Secretary



**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
CONTRACT FACT SHEET**

**PROJECT INFORMATION**

**Project Name:** Disposal of RBC's & Other Miscellaneous Equipment at Various Wastewater Treatment Facilities  
**Purpose and Scope of Contract:** The scope of this Contract is for the disassembly, lifting, rigging, loading, hauling, transportation, unloading and disposal of nineteen (19) RBC shaft assemblies, two (2) miscellaneous storage tanks, eight (8) cargo containers, and odor control treatment equipment located at the Ocean City, Wildwood/Lower and Cape May Wastewater Treatment Facilities. The contractor shall all furnish all required hydraulic cranes, certified crane operators, tractor-trailers, riggers, equipment, materials, vehicles, and labor.

**PROCUREMENT INFORMATION**

**Contract Type:**  Procurement (Goods and Services)  Professional Services  
 Construction  Non-Professional Services

**Contract Number:** WW-66-22 **Term of Contract:** 74 Days after Execution of Agreement **Option to Renew:**  No  Yes

**Bid Guarantee:**  No  Yes **Consent of Surety:**  No  Yes

**Liquidated Damages:**  No  Yes: Basis:

**Engineer's Estimate:** \$200,000.00

**Advertisement Date:** November 23, 2022 **Opening Date:** December 15, 2022

**Contract Award Basis:**  Lowest Responsible Bidder  Best Value  Cooperative Pricing System  
 Highest Ranking Score  Negotiated

**Recommendation:**  Award  
 Exercise 1 year option to renew under original Contract Terms and Conditions, Option Dates: ;  
Options to Renew remaining:  
 Reject, Basis: N.J.S.A. 40A:11-13.2(a); The bid exceeded the engineer's estimate

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** Iaconelli Contracting Inc. **Address:** 943 Mill Road  
Pleasantville, NJ 08232






**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

**Funding:**  
 Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$294,680.00

**Contract Spending Previous Contract Year:** N/A

 _____ Thomas J. LaRocco, P.E., Chief Engineer	<u>01/11/23</u> Date	 _____ Joshua Palombo, Wastewater Program Manager	<u>1/12/23</u> Date
 _____ Kevin W. McGahey, Purchasing Agent	<u>01-12-2023</u> Date	 _____ Robert P. Donato, Chief Financial Officer	<u>1/12/2023</u> Date
 _____ Joseph V. Rizzuto, Executive Director	<u>01/10/23</u> Date		

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 8-23

### **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WW-EQUIP-09-23 – FURNISHING AND DELIVERY OF SCUM CONCENTRATION EQUIPMENT TO THE SEVEN MILE BEACH/MIDDLE AND WILDWOOD/LOWER WASTEWATER TREATMENT FACILITIES TO ENVIRODYNE SYSTEMS INC.**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for WW-EQUIP-09-23 – Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

**WHEREAS**, the Authority received two (2) Bids in accordance with the Advertisement of Bids for the Contract and publicly opened said Bid on January 5, 2023; and,

**WHEREAS**, the CMCMUA's Purchasing Agent and Chief Engineer have reviewed the Bid submitted by the apparent low Bidder, Envirodyne Systems Inc., and have determined that it is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for said Contract; and,

**WHEREAS**, the Authority's General Legal Counsel has reviewed the Bid submitted by Envirodyne Systems Inc., and has opined, after researching the applicable law, that their Bid complied with the Bid Specifications of said Contract; and,

**WHEREAS**, the CMCMUA's Wastewater Program Manager, Chief Financial Officer and Executive Director have concurred with said determination; and,

**WHEREAS**, the Cape May County Municipal Utilities Authority has therefore determined that Envirodyne Systems Inc., 75 Zimmerman Drive, Camp Hill, PA 17011 is a responsible bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract WW-EQUIP-09-23 in the total not-to-exceed amount of \$746,313.00; and,

**WHEREAS**, the Authority's Chief Financial Officer has certified that funds are available for such services.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract WW-EQUIP-09-23 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Envirodyne Systems Inc., at the total contract amount of \$746,313.00.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities under Contract WW-EQUIP-09-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority’s Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$746,313.00.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Ms. Heenan						
Mr. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 8-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of January 2023.

\_\_\_\_\_  
Assistant Corporate Secretary

# CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

## CONTRACT FACT SHEET

### PROJECT INFORMATION

**Project Name:** Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile/Middle and Wildwood/Lower Wastewater Treatment Facilities

**Purpose and Scope of Contract:** The purpose and scope of this contract is to furnish, deliver, and start-up scum concentrator systems at the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities to replace existing equipment which has reached the end of its useful life, as well as provide training to Authority staff. All equipment required under this Contract will be installed by the Authority using "in-house" forces.

### PROCUREMENT INFORMATION

**Contract Type:**  Procurement (Goods and Services)  Professional Services  
 Construction  Non-Professional Services

**Contract Number:** WW-EQUIP-09-23 **Term of Contract:** 365 Days **Option to Renew:**  No  Yes:

**Bid Guarantee:**  No  Yes **Consent of Surety:**  No  Yes

**Liquidated Damages:**  No  Yes: \$500.00/day Basis: Impact of delayed delivery on treatment process.

**Engineer's Estimate:** \$1,000,000.00

**Advertisement Date:** December 19, 2022 **Opening Date:** January 5, 2023

**Contract Award Basis:**  Lowest Responsible Bidder  Best Value  Cooperative Pricing System  
 Highest Ranking Score  Negotiated

**Recommendation:**  Award  
 Exercise 1 year option to renew under original Contract Terms and Conditions, Option Dates: ;  
Options to Renew remaining:  
 Reject, Basis:

### CONTRACTOR/VENDOR INFORMATION

**Contractor/Vendor:** Envirodyne Systems Inc.

**Address:** 75 Zimmerman Drive  
Camp Hill, PA 17011

### BUDGET INFORMATION

**Program:**  Wastewater  Solid Waste  Administration

**Funding:**

Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$746,313.00

**Contract Spending Previous Contract Year:** N/A

  
\_\_\_\_\_  
Thomas J. LaRocco, P.E., Chief Engineer

1/11/2023  
Date

  
\_\_\_\_\_  
Joshua Palombo, Wastewater Program Manager

1/10/23  
Date

  
\_\_\_\_\_  
Kevin W. McGahey, Purchasing Agent

01-12-2023  
Date

  
\_\_\_\_\_  
Robert P. Donato, Chief Financial Officer

1/12/2023  
Date

  
\_\_\_\_\_  
Joseph V. Rizzuto, Executive Director

01/11/23  
Date

ENGINEER'S ESTIMATE		OPENING DATE	
\$1,000,000.00		THURSDAY, JANUARY 6, 2023 @ 2:00 P.M.	
CONTRACT NUMBER AND TITLE			
WW-EQUIP-09-23 - Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities			
ITEM	DESCRIPTION	QUANTITY	
1	SEVEN MILE BEACH/MIDDLE SCUM CONCENTRATION EQUIPMENT	1	
2	WILDWOOD/LOWER SCUM CONCENTRATION EQUIPMENT	1	
	TOTAL AMOUNT BID		
	BIDDER'S CHECKLIST	x	yes
	STATEMENT OF OWNERSHIP DISCLOSURE	x	yes
	NON-COLLUSION AFFIDAVIT	x	yes
	PROPOSAL FORM(S)	x	yes
	ADDENDA ACKNOWLEDGEMENT	x	yes
	BID GUARANTEE	x	yes
	CONSENT OF SURETY	x	yes
	BIDDER'S EXPERIENCE - REFERNEC FORM	x	yes
	ADDITIONAL BIDDER'S QUALIFICATION	x	yes
	MANUFACTURER'S DATA	x	yes
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes
	IRS FORM W-9		yes
	MANDATORY AFFIRMATIVE ACTION	no	no
	INSURANCE CERTIFICATE		no

Envirodyne Systems Inc.		Sherwood Logan & Associates, Inc.	
UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
	386,310.00		460,832.00
	360,003.00		431,970.00
	746,313.00		892,802.00
		yes	
		yes*	
		yes*	
		yes	
		yes	
		yes*	approved provider
		yes*	approved provider
		yes*	
		yes	
		yes	
		yes	valid
		yes	valid
		yes	
		yes	15-Jun-2029
		yes	CMCMUA
		yes	named as certificate holder with endorsements pages
		yes*	copy not original

# WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †  
Daniel H. Long †±◇  
Christopher F. Long †◇

John A. Moustakas †◇

John D. Wade †  
OF COUNSEL  
Leonard J. Wood, Jr. †  
OF COUNSEL

† Admitted to NJ Bar  
± Admitted to Washington DC Bar  
◇ Admitted to PA Bar

January 11, 2023

Joseph V. Rizzuto, Executive Director  
CAPE MAY COUNTY MUNICIPAL  
UTILITIES AUTHORITY  
P.O. Box 610  
Cape May Court House, NJ 08210

**RE: Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile  
Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities  
WW-EQUIP-09-23**

Dear Mr. Rizzuto:

## I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to the contract WW-EQUIP-09-23, Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received two (2) bids for this Contract. The bids were received on Thursday, January 5, 2023, at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
1. Envirodyne Systems, Inc.	\$746,313.00
2. Sherwood Logan & Associates, Inc.	\$892,802.00
<u>Engineer's Estimate</u>	<u>\$1,000,000.00</u>

## II. FACTUAL ANALYSIS

The bid specifications sought bids for the furnishing and delivery of scum concentrator systems at the Seven Mile Beach/Middle (Seven Mile) and Wildwood/Lower (Wildwood) Wastewater Treatment Facilities for the Authority. The proposed equipment will replace the Authority's existing scum concentration equipment. See Bid Specifications Section IV(1.01), Technical Specifications, General – Description of Work. The specifications make clear that the equipment required under the contract will be

Joseph V. Rizzuto  
Executive Director  
January 11, 2023  
Page 2

**RE: Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities  
WW-EQUIP-09-23**

installed by the Authority using “in-house” forces and no installation work is required on this project. See Bid Specifications Section IV(1.01), Technical Specifications, General – Description of Work.

The apparent low bid was submitted by Envirodyne Systems, Inc. (“Envirodyne”). Upon review of the bid submitted by Envirodyne, it was uncovered that the bidder did not submit Disclosure of Investment Activities in Iran Form, IRS Form W-9, Insurance Information, and Affirmative Action Information within their original bid package.

However, the bid specifications provide that the Disclosure of Investment Activities in Iran Form and IRS Form W-9 must be submitted prior to the award of the contract See Bid Specifications, Section II(XI), General Instruction to Bidders, Statutory and Other Requirements. Additionally, the bid specifications provide that the Insurance Information and Affirmative Action Information must be submitted prior to the contract being executed. See Bid Specifications, Section III, Specific Instructions to Bidders, Insurance Requirements; See Bid Specifications, Section II(XI), General Instruction to Bidders, Statutory and Other Requirements. As such, there are no defects in the bid submitted by Envirodyne from a legal perspective.

The bid was reviewed from a technical perspective by Mr. Thomas LaRocco, Chief Engineer on behalf of the Authority. Following his review, via correspondence dated January 6, 2023, Mr. LaRocco opined that the bid submitted by Envirodyne complied with the technical specifications and thereafter recommended the award of the contract to Envirodyne.

**III. LEGAL ANALYSIS**

The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. regulates bidding on Contracts of public entities in New Jersey. In general, the practice of public bidding is universally recognized and deeply imbedded in the public policy of the State of New Jersey. N.E.R.I. Corp. v. New Jersey Highway Authority, 147 N.J. 223, 236 (1996). There is a prima facie presumption that power and discretion of governmental action in awarding bids on public Contracts has been properly exercised. Colonnelli Bros., Inc. v. Village of Ridgely Park, 284 N.J.Super. 538, 541 (App.Div.1995).

Public bidding statutes are to be construed with sole reference to the public good and rigidly adhered to by courts. Hall Const. Co., Inc. v. New Jersey Sports & Exposition Authority, 295 N.J.Super. 629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. Sevell v. New Jersey Highway Authority, 329 N.J.Super. 580, 584 (App.Div.2000).

Every Contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by Resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore. N.J.S.A. 40A:11-4. “*Lowest responsible bidder or vendor*” means the bidder or vendor: (a) whose response to a request for bids offers the lowest price and is responsive; and (b) who

**RE: Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities  
WW-EQUIP-09-23**

is responsible. N.J.S.A. 40A:11-2. The lowest responsible bidder on a public Contract must not only be deemed responsible but must submit the lowest bid which conforms to the Contract specifications. Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175, 279 N.J.Super. 566, 590 (App.Div.1995).

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth., 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way. Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. Hanover Tp. v. Inter. Fidelity Ins. Co., 122 N.J.Super. 544, 548 (App.Div.1973).

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the Contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition. Township of River Vale v. R.J. Longo Constr. Co., 127 N.J.Super. 207, 222 (Law.Div.1974).

The court has provided further guidance as to materiality where an error is "patent and the true intent of the bidder obvious". In such a situation, the Appellate Division has held that such an error may be disregarded by the public agency. The Court held that certain non-compliance (i.e. obvious error) with the bid specifications may be deemed not material and therefore waivable by the public entity. Spina v. Borough of Fairview, 304 N.J. Super. 425, (App. Div. 1997).

As a matter of law, the Local Public Contract Law requires certain items to be included as material aspects of every bid. The statute reads:

"When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);



**RE: Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities  
WW-EQUIP-09-23**

- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents;"

N.J.S.A. 40A:11-23.2.

Finally, a local contracting unit is permitted to reject all bids within a part under certain conditions. N.J.S.A. 40A:11-13.2, provides in pertinent part:

"A local contracting unit can reject all bids for any of the following reasons:

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

N.J.S.A. 40A:11-13.2.

As outlined above, there are no apparent defects within the bid submitted by Envirodyne. To the extent a defect may be uncovered, it is my legal opinion that any such defect is minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale and Spina.

**IV. ENVIRODYNE SYSYSTEMS, INC.'S BID**

My review consisted of an examination of the following documents submitted by Envirodyne that the Authority has provided:

- 1. Letter of Transmittal;
- 2. Bidder's Checklist;

**RE:   Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities  
WW-EQUIP-09-23**

3.     Statement of Ownership Disclosure;
4.     Non-Collusion Affidavit;
5.     Bid Proposal Form;
6.     Acknowledgement of Receipt of Addenda;
7.     Bid Bond;
8.     Power of Attorney;
9.     Consent of Surety;
10.    Power of Attorney;
11.    Bidder's Experience/References;
12.    Additional Bidder's Qualifications;
13.    New Jersey Business Registration Certificate.

The bid submitted by Envirodyne is in the appropriate form.

**V.     CONCLUSION**

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the Contract for WW-EQUIP-09-23, Furnishing and Delivery of Scum Concentration Equipment to the Seven Mile Beach/Middle and Wildwood/Lower Wastewater Treatment Facilities on behalf of the Authority be awarded to Envirodyne. Please note that Envirodyne must supply Disclosure of Investment Activity in Iran Form and IRS Form W-9 prior to the award of the contract. Additionally, Envirodyne must supply Insurance Certificate and Affirmative Action Information prior to the execution of an agreement. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract subject to staff concurrence and the availability of funds.

If you have any questions or require any further clarification, please do not hesitate to contact me.

Very truly yours,  
WADE, LONG, WOOD & LONG, L.L.C.

*Christopher F. Long*

Christopher F. Long, Esquire

cc:   Thomas LaRocco, Chief Engineer  
      Robert Donato, Chief Financial Officer  
      Joshua Palombo, Wastewater Program Manager  
      Annie M. McDevitt, Office Manager  
      Kevin McGahey, QPA, Purchasing Agent

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 9-23

### RESOLUTION AUTHORIZING THE AWARD OF CONTRACT OC-61-22 – FURNISHING AND DELIVERY OF VARIOUS ALUMINUM STRUCTURAL COMPONENTS FOR THE OCEAN CITY REGION WASTEWATER TREATMENT FACILITY TO S.A. FABRICATION LLC.

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for OC-61-22 – Furnishing and Delivery of Various Aluminum Structural Components for the Ocean City Region Wastewater Treatment Facility ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

**WHEREAS**, the Authority received one (1) Bid in accordance with the Advertisement of Bids for the Contract and publicly opened said Bid on December 15, 2022; and,

**WHEREAS**, the CMCMUA's Purchasing Agent and Wastewater Program Manager have reviewed the Bid submitted by the sole Bidder, S.A. Fabrication LLC., and have determined that it is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for said Contract; and,

**WHEREAS**, the CMCMUA's Chief Financial Officer and Executive Director have concurred with said determination; and,

**WHEREAS**, the Cape May County Municipal Utilities Authority has therefore determined that S.A. Fabrication LLC., 201 Heine Avenue, Woodbine, NJ 08270 is a responsible bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract OC-61-22 in the total not-to-exceed amount of \$85,413.55; and,

**WHEREAS**, the Authority's Chief Financial Officer has certified that funds are available for such services.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract OC-61-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to S.A. Fabrication LLC., at the total contract amount of \$85,413.55.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Furnishing and Delivery of Various Aluminum Structural Components for the Ocean City Region Wastewater Treatment Facility under Contract OC-61-22 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$85,413.55.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Ms. Heenan						
Mr. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 9-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of January 2023.

\_\_\_\_\_  
Assistant Corporate Secretary

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
CONTRACT FACT SHEET**

**PROJECT INFORMATION**

**Project Name** Furnishing and Delivery of Various Aluminum Structural Components for the Ocean City Region Wastewater Treatment Facility

**Purpose and Scope of Contract:** The purpose and scope of this Contract is to furnish and deliver aluminum stock for the RBC catwalk rehabilitation project at the Ocean City Wastewater Treatment Facility undertaken by Authority "in-house" forces. All aluminum stock shall comply with ASTM B308/B308M-20 Standard Specification for Aluminum-Alloy6061-T-6 Standard Profiles.

**PROCUREMENT INFORMATION**

**Contract Type:**  Procurement (Goods and Services)  Professional Services  
 Construction  Non-Professional Services

**Contract Number:** OC-61-22 **Term of Contract** One (1) year **Option to Renew:**  No  Yes:

**Bid Guarantee:**  No  Yes **Consent of Surety:**  No  Yes

**Liquidated Damages:**  No  Yes: , Basis:

**Engineer's Estimate:** \$ 60,000.00

**Advertisement Date:** November 23, 2022 **Opening Date:** December 15, 2022

**Contract Award Basis:**  Lowest Responsible Bidder  Best Value  Cooperative Pricing System  
 Highest Ranking Score  Negotiated

**Recommendation:**  Award  
 Exercise 1-year option to renew under original Contract Terms and Conditions, Option Dates: ;  
 Options to Renew remaining:  
 Reject, Basis:

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** S.A. Fabrication LLC. **Address:** 201 Heine Avenue  
 Woodbine, NJ 08270





**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

**Funding:**  
 Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$85,413.55

**Contract Spending Previous Contract Year:** N/A

 _____ Kevin W. McGahey, Purchasing Agent	01-12-2023 _____ Date	 _____ Joshua Palombo, WW Program Manager	1/12/23 _____ Date
 _____ Robert P. Donato, Chief Financial Officer	1/12/2023 _____ Date	 _____ Joseph V. Rizzuto, Executive Director	01/10/23 _____ Date

ENGINEER'S ESTIMATE \$60,000.00  
 THURSDAY, DECEMBER 15, 2022 @ 2:00PM  
 CONTRACT NUMBER AND TITLE  
 OC-61-22 Furnishing and Delivery of Various Aluminum Structural Components  
 for the Ocean City Region Wastewater Treatment Facility

OPENING DATE  
 THURSDAY, DECEMBER 15, 2022 @ 2:00PM  
 CONTRACT NUMBER AND TITLE  
 OC-61-22 Furnishing and Delivery of Various Aluminum Structural Components  
 for the Ocean City Region Wastewater Treatment Facility

S.A. Fabrication LLC

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	as written	difference	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	Furnish and Delivery of 6 inch x 6 inch x 0.240 inch x 0.269 inch Aluminum 6061-T6 W-Beam	9	\$ 505.44	4,548.96	4,548.96					
2	Furnish and Delivery of 8 inch x 8 inch x 0.288 inch x 0.433 inch Aluminum 6061-T6 W-Beam	9	\$ 1,003.39	9,030.51	9,030.53	-0.02				
3	Furnish and Delivery of 6 inch x 6 inch x 0.240 inch x 0.269 inch x 360 inch Aluminum 6061-T6 W-Beam	24	\$ 606.53	14,556.72	14,556.67	0.05				
4	Furnish and Delivery of 3 inch x 2.5 inch x 0.250 inch x 300 inch Aluminum Angle	12	\$ 144.86	1,738.32	1,738.27	0.05				
5	Furnish and Delivery of 2.5 inch x 2.5 inch x 0.375 inch x 300 inch Aluminum Angle	9	\$ 189.90	1,709.10	1,709.07	0.03				
6	Furnish and Delivery of 3 inch x 3 inch x 0.375 inch x 300 inch Aluminum Angle	6	\$ 231.75	1,390.50	1,390.52	-0.02				
7	Furnish and Delivery of 4 inch x 4 inch x 0.375 inch x 300 inch Aluminum Angle	6	\$ 315.43	1,892.58	1,892.59	-0.01				
8	Furnish and Delivery of 0.5 inch x 4 inch x 144 inch Aluminum Flat Stock	12	\$ 105.06	1,260.72	1,260.68	0.04				
9	Furnish and Delivery of 0.5 inch x 8 inch x 144 inch Aluminum Flat Stock	12	\$ 210.26	2,523.12	2,523.15	-0.03				
10	Furnish and Delivery of 0.5 inch x 10 inch x 144 inch Aluminum Flat Stock	12	\$ 262.64	3,151.68	3,151.70	-0.02				
11	Furnish and Delivery of 1.0 inch x 10 inch x 144 inch Aluminum Flat Stock	9	\$ 525.62	4,730.58	4,730.58					
12	Furnish and Delivery of 0.5 inch x 12 inch x 144 inch Aluminum Flat Stock	18	\$ 315.47	5,678.45	5,678.45	0.01				
13	Furnish and Delivery of 3 inch x 3 inch x 0.375 inch x 300 inch Aluminum Angle	12	\$ 231.75	2,781.00	2,781.04	-0.04				
14	Furnish and Delivery of 6 inch x 6 inch x 0.375 inch x 300 inch Aluminum Angle	6	\$ 479.61	2,877.66	2,877.64	0.02				
15	Furnish and Delivery of 6 inch x 0.375 inch x 144 inch Aluminum Flat Stock	6	\$ 118.20	709.20	709.19	0.01				
16	Furnish and Delivery of 8 inch x 0.25 inch x 144 inch Aluminum Flat Stock	4	\$ 105.06	420.24	420.23	0.01				
17	Furnish and Delivery of 3 inch x 3 inch x 0.250 inch x 288 inch Aluminum Square Tubing	4	\$ 301.02	1,204.08	1,204.08					
18	Furnish and Delivery of 4 inch x 0.250 inch x 144 inch Aluminum Flat Stock	4	\$ 52.53	210.12	210.11	0.01				
19	ALLOWANCE AS SET BY AUTHORITY \$25,000	1		\$ 25,000.00						
	TOTAL AMOUNT BID (SUM OF LINES 1 - 19)			85,413.55						

ENGINEER'S ESTIMATE		OPENING DATE		S.A. Fabrication LLC					
\$60,000.00		THURSDAY, DECEMBER 15, 2022 @ 2:00PM							
CONTRACT NUMBER AND TITLE									
OC-61-22 Furnishing and Delivery of Various Aluminum Structural Components for the Ocean City Region Wastewater Treatment Facility									
ITEM	DESCRIPTION	QUANTITY REQUIRED	UNIT PRICE PROVIDED	EXT. PRICE	as written difference	UNIT PRICE PROVIDED	EXT. PRICE	UNIT PRICE PROVIDED	EXT. PRICE
	BIDDER'S CHECKLIST	x	yes						
	STATEMENT OF OWNERSHIP	x	yes						
	NON-COLLUSION AFFIDAVIT	x	yes						
	PROPOSAL FORM(S)	x	yes						
	ADDENDA ACKNOWLEDGEMENT	x	yes						
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes	valid					
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes						
	IRS FORM W-9		yes						
	MANDATORY AFFIRMATIVE ACTION		yes	AA-30Z					
	INSURANCE CERTIFICATE(S)		yes	CMCMUA named as certificate holder with endorsements					

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 10-23

### **RESOLUTION AUTHORIZING THE RELEASE OF PERFORMANCE AND PAYMENT BOND NO. 51898 AS POSTED BY OMNI RECYCLING, LLC FOR RFP-32-21 PROVIDE HAULING, PROCESSING AND MARKETING SERVICES OF SINGLE STREAM RECYCLABLE MATERIALS FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") awarded Omni Recycling, LLC RFP-32-21 Provide Hauling, Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority ("Contract") through Resolution No. 105-21; and,

**WHEREAS**, Amendment Number One of the Contract was adopted by the CMCMUA through Resolution No. 88-22 and executed by Omni Recycling, LLC and the CMCMUA on July 27, 2022; and,

**WHEREAS**, in accordance with the terms and conditions of the Contract, Omni Recycling, LLC posted Performance and Payment Bond No. 51898 in the amount of Two Million Two Hundred and Seventy-Five Thousand Dollars and 00/100 (\$2,275,000.00) issued by The Service Insurance Company, Inc. ("Surety") for the term of January 1, 2022 through December 31, 2022; and,

**WHEREAS**, the CMCMUA's Solid Waste Program Manager has determined that Omni Recycling, LLC completed Contract work in accordance with the terms and conditions of the Contract and recommends the release of Performance and Payment Bond No. 51898 in the amount of Two Million Two Hundred Seventy-Five Thousand Dollars and 00/100 (\$2,275,000.00) issued by The Service Insurance Company, Inc. for the term of January 1, 2022 through December 31, 2022; and,

**WHEREAS**, the CMCMUA's Executive Director has concurred with said recommendation.

**NOW, THEREFORE, BE IT RESOLVED**, by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Cape May County Municipal Utilities Authority hereby accepts Contract work performed by Omni Recycling, LLC under Contract RFP-32-21.
3. The Cape May County Municipal Utilities Authority hereby authorizes the release of Performance and Payment Bond No. 51898 in the amount of Two Million Two Hundred Seventy-Five Thousand Dollars and 00/100 (\$2,275,000.00) issued by The Service Insurance Company, Inc. for the term of January 1, 2022 through December 31, 2022 and posted by Omni Recycling, LLC for Contract RFP-32-21.
4. That a certified copy of this resolution be forwarded to Omni Recycling, LLC and The Service Insurance Company, Inc.



	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Ms. Heenan						
Mr. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. **10-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **18<sup>th</sup>** day of **January 2023**.

\_\_\_\_\_  
Assistant Corporate Secretary

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 11-23

### RESOLUTION AUTHORIZING THE AWARD OF EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT FOR RISK MANAGEMENT CONSULTANT SERVICES TO MARSH & MCLENNAN AGENCY, LLC

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has adopted a Resolution authorizing the Authority's participation in the New Jersey Utilities Authority Joint Insurance Fund ("Fund"); and,

**WHEREAS**, the by-laws of said Fund authorize a participating authority to assume the responsibility for the development of its own Risk Management Program by utilizing the services of its own in-house staff and/or by utilizing the services of an outside "Insurance Producer" as defined under N.J.S.A. 17:22, also hereinafter referred to as a "Risk Management Consultant"; and,

**WHEREAS**, the CMCMUA previously evaluated these alternatives and supplemented its own in-house capabilities with services by a Risk Management Consultant; and,

**WHEREAS**, the duties of a Risk Management Consultant have, in part, been defined by the Fund; and,

**WHEREAS**, the Authority previously engaged, under contract, Marsh & McLennan Agency, LLC of 510 Bank Street Commons, P.O. Box 477, Cape May, New Jersey, 08204, as the Authority's Risk Management Consultant; and,

**WHEREAS**, Marsh & McLennan Agency, LLC has performed all services as Risk Management Consultant in a satisfactory manner; and,

**WHEREAS**, the Authority desires to renew said contract with Marsh & McLennan Agency, LLC; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law, which states that insurance, including the purchase of insurance coverage and consultant services, is a statutory extraordinary unspecifiable service, this contract is awarded accordingly; and,

**WHEREAS**, the Authority's Chief Financial Officer will certify that funds are available prior to authorizing each Purchase Order for said services.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. A contract is hereby authorized between the Cape May County Municipal Utilities Authority and Marsh & McLennan Agency, LLC, in a form substantially the same as currently on file with the Authority's Office Manager, for a fixed fee in amount of \$14,000.00, subject to Year 2023 Budget appropriations, to provide Risk Management Consultant services as outlined in said contract.
2. The term of said contract is for one (1) year commencing nunc pro tunc January 1, 2023.

3. This insurance consultant contract is awarded without competitive bidding as an extraordinary unspecifiable service in accordance with N.J.S.A. 40A:11-5(1)(m).
4. The Executive Director, or Deputy Director, is authorized to execute any contract or documents necessary in connection with the employment of this Risk Management Consultant.
5. Notice of this contract award shall be printed once in an official Authority newspaper.
6. The Contract executed by authority of this Resolution will be available for public inspection.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for Risk Management Consultant Services shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$14,000.00.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Ms. Heenan						
Mr. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						


I hereby certify the foregoing to be a true and correct copy of Resolution No. 11-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of January 2023.

\_\_\_\_\_  
Assistant Corporate Secretary

MEMORANDUM

January 3, 2023

TO: Joseph V. Rizzuto, Executive Director

FROM: Bradley T. Rosenthal, Risk Program Manager 

RE: Recommendation Regarding Renewal of Contract for Risk Management Consultant Services


The By-Laws of the New Jersey Utility Authorities Joint Insurance Fund (JIF) recommend that each participating Authority assume the responsibility for the development of its own Risk Management Program by utilizing the services of its in-house staff and/or by utilizing the services of an outside professional Risk Management Consultant. The JIF By-Laws provide that with the development of a Risk Management Program the Authority will receive a 6% rebate of the annual insurance premium paid; we have received the 6% rebate each year since becoming a member of the JIF. The rebate for 2023 is anticipated to be \$66,390.00.

The Authority's current Contract for Risk Management Consultant Services with the Marsh & McLennan Agency of Cape May, NJ expired on December 31, 2022.

The Marsh & McLennan Agency has submitted a proposal to renew its Contract to provide the required Risk Management Consultant Services to the CMCMUA at a yearly rate of \$14,000.

Marsh & McLennan has performed all requested Risk Management Consultant services for the Authority since 1994 in a satisfactory manner. Therefore, it is my recommendation that Marsh & McLennan be reappointed as the CMCMUA's Risk Management Consultant for the period January 1, 2023 through December 31, 2023 for a fixed fee in the amount of \$14,000.00.

It is requested that this matter be considered by the Authority Members for approval at the January 18, 2023, Regular Meeting.

Approved   
\_\_\_\_\_  
Joseph V. Rizzuto  
Executive Director

Date 01/03/23

Enclosure



**MARSH & McLENNAN  
AGENCY**

Jennifer V. Modica, CIIP, CLP, AIS, AINS, ARMC  
Account Manager – Practice Leader  
Marsh & McLennan Agency LLC  
510 Bank Street Commons, PO Box 477  
Cape May, NJ 08204  
+1 609 884 8431 • Fax +1 866 795 1267  
+1 800 642 3710  
[Jennifer.Modica@Marshmma.com](mailto:Jennifer.Modica@Marshmma.com)

12/30/2022

Brad Rosenthal, Risk Program manager  
Cape May County Municipal Utilities Authority  
PO Box 610  
Cape May Court Hse, NJ 08210

RE: NJ Utility Authority Joint Insurance Fund  
2023 RMC Fee Agreement  
01/01/2023 - 01/01/2024

Dear Mr. Rosenthal:

It has been our pleasure to serve as Risk Management Consultant for the Cape May County MUA as respects participation in the NJUAJIF for the past several years. We are looking forward to the opportunity to continue to serve in this capacity.

We received an annual fee of \$14,000 for our services in 2022 and respectfully submit our proposal to renew our agreement for 2023. We appreciate the Cape May County Municipal Utilities Authority's consideration of allowing us to continue our service.

Should there be any questions or concerns, please contact our office.

Thank you.

Very truly yours,

*Michael McLaughlin*

Michael McLaughlin, ARMC  
Risk Management Consultant

CC: Jennifer Modica, CIIP, CLP, AIS, AINS ARMC

CAPEMAY52



**Marsh & McLennan Agency LLC**  
Telephone 201-845-6600

PLEASE PAY FROM THIS INVOICE.  
PAYMENT IS DUE ON RECEIPT.  
INCLUDE INVOICE # WITH PAYMENT

PLEASE REMIT PAYMENT USING ONE OF THESE OPTIONS

**Check payable to:**  
Marsh & McLennan Agency, LLC  
PO Box 405591, Atlanta GA 30384-5591

**Credit Card/echeck**  
<https://merchant.securfee.com/payment/blank/marshmma>  
3rd party fee applies

**ACH/Wire**  
Routing #021 200339 (ACH) / 026 00959 3 (Wire)  
Swift Code: BOFAUS3N

**Account name & number:**  
Marsh McLennan Agency  
9428-417422

**Bank:** Bank of America  
222 Broadway, New York, NY 10038

**Express/Overnight/Courier Delivery:** Bank of America Lockbox Services, Lockbox 405591,  
6000 Feldwood Road, College Park, GA 30349

----- INVOICE -----

Cape May County M.U.A.  
1523 Route 9 North  
Cape May Court Hse, NJ 08210

**Invoice Date** 12/30/22  
**Invoice No.** 2122813  
**Bill-To Code** CAPEMAY52  
**Client Code** CAPEMAY52  
**Inv Order No.** 200\*2639252

**Named Insured:** Cape May County M.U.A.

**Amount Remitted:** \$

Please return this portion with your payment

**Make checks payable to:** Marsh & McLennan Agency LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
03/01/23	01/01/23 to 01/01/24	Fee Agreement Policy No. 2023ACCOUNTFEE *Professional Fees - CL Package Deposit	3,500.00
		Invoice Number: 2122813      Amount Due:	3,500.00

**\*Premiums Due and Payable on Effective Date**

MEMBER NAME: CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
 MEMBER ID: 221

Invoice #: NJUA221-2023  
 Invoice Date: December 6, 2022

**JANUARY 2023 PAYMENT DUE: \$ 551,253.00**

**PAYMENT DUE BY 1/15/2023**

**PAYMENT INSTRUCTIONS**

- 1. Make one check for the Total Payment Due, payable to
- 2. Mail your check to

NJUA JOINT INSURANCE FUND  
**NJ Utility Authorities JT Ins Fund**  
**PO Box 11484**  
**Newark, NJ 07101-4484**

3. Payment is due by 1/15/2023

Payments are due by 1/15/2023 with a grace period extending to 2/1/2023. Late payments are subject to a 6.25% interest penalty back to 2/1/2023

4. If a voucher is required for payment of this invoice, complete one for signature and send it to:

PERMA  
 9 Campus Drive, Suite 216  
 Parsippany, NJ 07054

For questions concerning your bill, please call the Fund office at (201) 881 - 7632

**ASSESSMENTS & CREDITS DETAIL:**

Fund Year	Description	Credits	Assessments	Total
2022				
<b>Subtotal FY2022 Assessment</b>				
2023	Property		487,889.00	
	General Liability / Auto Liability		149,679.00	
	Workers' Compensation		341,470.00	
	Environmental Liability		5,259.00	
	Public Officials		37,619.00	
	Excess Public Officials / Employment Practices Liability		26,614.00	
	Cyber		57,976.00	
			<b>Subtotal FY2023 Assessment</b>	<b>\$ 1,106,506.00</b>
	Elected Officials Seminar Attendance Credit	(2,000.00)		
			<b>Subtotal Other Assessments/Credits</b>	<b>\$ (2,000.00)</b>
<b>Total Assessments &amp; Credits</b>				<b>\$ 1,104,506.00</b>

This billing format complies with NJDCA regulation which allows for cap exceptions in certain insurance related items.

**PAYMENTS & DUE DATES**

Due Date	Description	Amount
January 15, 2023	First Installment 2023	\$ 551,253.00
May 15, 2023	Second Installment 2023	\$ 553,253.00

\*Note additional assessments/credits after the Second installment will be billed on the January 31, 2024 assessment bill

**RISK MANAGEMENT FEES**

Fund Year	Description	Amount
2023	First Installment 2023	33,195.00
2023	Second Installment 2023	33,195.00

*Anticipated Risk Management Fee Refund \$66,390*

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in conjunction with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is reasonable.

*Cathleen A. Kiernan*

Cathleen A. Kiernan, Executive Director/Administrator

**New Jersey Utility Authorities Joint Insurance Fund**  
9 Campus Drive, Suite 216  
Parsippany, NJ 07054  
Telephone (201) 881-7632 Fax (201) 881-7633

January 3, 2023

**MEMBER AUTHORITIES**  
**NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND**

Please be reminded that the annual Reorganization meeting of the New Jersey Utility Authorities Joint Insurance Fund will be held **Wednesday, January 25, 2023 at 10:30 a.m. at the Toms River MUA, Toms River, NJ.**

We would also like to remind you that this is the time to consider appointments or re-appointments of Fund Commissioners for the New Jersey Utility Authorities Joint Insurance Fund. Kindly check the status of your present appointee and advise the Fund of any changes as soon as possible.

In addition, please be advised that state statutes concerning joint insurance funds, P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36), requires that all member municipalities provide copies of their contracts with their risk managers to the state. In order to comply with this regulation, we ask that you forward us a copy of the agreement between your authority and risk management consultant and we will file for the JIF. A sample agreement is enclosed for your information.

In accordance with the Open Public Meetings Act, please post notice of this meeting on your municipality's public bulletin board.

Thank you for your immediate attention to these matters.

Very truly yours,  
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND

*Karen A. Read*

Karen A. Read, Senior Account Manager

cc: Fund Professionals  
Risk Management Consultants



- i) Perform any other risk management related services required by the FUND's bylaws.
- 2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
  - a) The CONSULTANT shall be paid by the AUTHORITY a fee as compensation for services rendered, an amount equal to six percent (6%) of the AUTHORITY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the AUTHORITY's assessment.
  - b) For any insurance coverages authorized by the AUTHORITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
  - c) If the AUTHORITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the AUTHORITY a fee at the rate of \_\_\_\_\_ per hour, in addition to actual expenses incurred.
- 3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

**ATTEST:**

**AUTHORITY:**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_

Note: This sample has been promulgated by the MEL to assist members in preparing or negotiating agreements with their risk managers. It does not represent an official statement of MEL policy, nor is it an endorsement of any form or amount of compensation. Careful consideration at the local level should be given to determine how the document may be amended to meet a community's unique needs or desires. Prior to use, the sample should also be reviewed by the local attorney for form, consistency with local JIF bylaws, inclusion of affirmative action language, etc.

P.O. Type: All  
 Range: First to Last  
 Format: Condensed  
 Include Non-Budgeted: Y  
 Open: N  
 Rcvd: N  
 Bid: Y  
 Paid: Y  
 Held: N  
 State: Y  
 Void: N  
 Aprv: N  
 Other: Y  
 Exempt: Y  
 Paid Date Range: 01/05/23 to 01/18/23  
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2200219	01/24/22	SPRIN010	CRYSTAL SPRINGS	DRINKING WATER FOR LF AND TS	Open	261.66	0.00
M2200302	01/31/22	SPRIN010	CRYSTAL SPRINGS	BOTTLE WATER SUPPLY ADMIN 2022	Open	39.99	0.00
M2200324	02/01/22	ACOMM005	A+ COMMERCIAL OFFICE CLEANERS	ADMIN BLDG. JANITORIAL SERVICE	Open	2,935.00	0.00
M2200341	02/03/22	ONECA010	ONE CALL CONCEPTS, INC.	NJ ONE CALL-MARK OUTS 2022	Open	463.32	0.00
M2200442	02/11/22	AMBAS005	AMBASSADOR MEDICAL SERV.,INC	Drug & Alcohol Testing	Open	1,072.00	0.00
M2200658	02/25/22	SPRIN010	CRYSTAL SPRINGS	DISTILLED WATER FOR LAB	Open	56.00	0.00
M2200829	03/14/22	SNAP005	SNAP-ON INDUSTRIAL	NEW TOOLS FOR SHOP	Open	1,131.80	0.00
M2200977	03/25/22	FREDM005	FRED M SCHIAVONE CONSTRUCTION	SCF-27-21 REBID	Open	19,875.53	0.00
M2201037	04/04/22	LAWNG010	LAWN & GARDEN LANDSCAPING, LLC	LANDSCAPING SERVICES FOR ADMIN	Open	6,223.00	0.00
M2201712	06/17/22	APPLI015	APPLIED INDUSTRIAL TECH.	STOCK IMPELLAR AND SHAFT	Open	21,600.47	0.00
M2201877	07/07/22	APPLI015	APPLIED INDUSTRIAL TECH.	REPLACEMENT DILUTION PUMP	Open	18,035.57	0.00
M2201915	07/12/22	APPLI015	APPLIED INDUSTRIAL TECH.	REPLACEMENT RBC BEARINGS	Open	31,854.36	0.00
M2202462	09/07/22	ENGIN015	SCS ENGINEERS,PC	TITLE V PERMIT RISK ASSESSMENT	Open	4,974.00	0.00 C
			Contract No: C2200053				
M2202806	10/19/22	GRAIN005	GRAINGER INC.	MISC GAS PLANT SUPPLIES	Open	920.74	0.00
M2202856	10/25/22	ARAMS005	ARAMSCO	COMBUSTIBLE SENSOR-GAS PLANT	Open	285.45	0.00
M2202862	10/26/22	MULTI015	MULTI-TEMP MECHANICAL, INC.	MAIN PLANT BOILER REPAIR	Open	9,812.06	0.00 C
			Contract No: C2200002				
M2203022	11/14/22	CDWGO005	CDW GOVERNMENT INC.	ETHERNET PATCH CABLES	Open	507.90	0.00
M2203031	11/15/22	SOUTH125	SOUTHERN SHORE HUMAN RESOURCE	Monthly SSHRMANJ Meeting	Open	60.00	0.00
M2203062	11/17/22	MULTI015	MULTI-TEMP MECHANICAL, INC.	IPF PROPANE HEATERS PM SERVICE	Open	1,360.78	0.00 C
			Contract No: C2200002				
M2203073	11/21/22	DELLM005	DELL MARKETING LLC	SIEM SOFTWARE SUPPORT	Open	3,882.77	0.00
M2203081	11/21/22	TOWNC010	TOWN COMMUNICATIONS	TROUBLE SHOOT SITE RADIOS	Open	500.00	0.00
M2203121	11/23/22	DAVID005	DAVID WEBER OIL CO.	DIESEL EXHAUST FL GAL. BULK	Open	657.06	0.00
M2203126	11/28/22	CORRO010	CORROSION PRODUCTS & EQUIPMENT	Pump Packing	Open	2,153.98	0.00
M2203135	11/28/22	PUMPI005	PUMPING SERVICES, INC.	2" SUBMERSIBLE PUMP	Open	4,500.00	0.00
M2203151	11/30/22	KOMAT010	KOMATSU NORTHEAST	HYDRAULIC OIL LEVEL SENSOR	Open	643.63	0.00
M2203164	12/01/22	SEAGE005	SEA GEAR MARINE SUPPLY INC.	Garvey Carharts	Open	84.50	0.00
M2203180	12/02/22	KRUGE005	KRUGER'S TRAINING ACADEMY	Backflow preventer tester cert	Open	750.00	0.00
M2203184	12/02/22	JESCO005	JESCO, INC.	D-09 UNDERCARRIAGE PARTS	Open	19,079.63	0.00 C
			Contract No: C2200021				
M2203187	12/02/22	PYRZW005	PYRZ WATER SUPPLY CO.,INC.	DISINFECTION PUMP PARTS	Open	7,470.00	0.00
M2203189	12/02/22	ATLAN090	ATLANTIC CO. UTIL. AUTHORITY	SLUDGE DISPOSAL - DECEMBER	Open	52,436.75	0.00 C
			Contract No: C2200030				
M2203205	12/05/22	LOWES005	LOWE'S COMMERCIAL SERVICES	MISC GAS PLANT SUPPLIES	Open	289.50	0.00
M2203213	12/05/22	HOFFM010	HOFFMAN EQUIPMENT CO.	EM-04 INSTRUMENT CLUSTER	Open	5,264.82	0.00
M2203224	12/07/22	ADVAN040	STAPLES ADVANTAGE	OFFICE SUPPLIES - NON-CONTRACT	Open	252.12	0.00
M2203240	12/09/22	CDWGO005	CDW GOVERNMENT INC.	BATTERY BACKUPS	Open	361.95	0.00
M2203241	12/09/22	CDWGO005	CDW GOVERNMENT INC.	BATTERY BACKUPS	Open	361.95	0.00
M2203244	12/09/22	CDWGO005	CDW GOVERNMENT INC.	APPLE PENCIL FOR OC ELECT	Open	130.32	0.00
M2203252	12/12/22	USABL005	USA BLUE BOOK	DO PROBE	Open	846.59	0.00
M2203255	12/12/22	NAPA0005	SEAVILLE NAPA	CONNECTOR ASSEMBLY	Open	17.04	0.00
M2203256	12/12/22	NAPA0005	SEAVILLE NAPA	BRAKE PARTS, WIPER BLADES	Open	437.52	0.00
M2203258	12/13/22	CDWGO005	CDW GOVERNMENT INC.	BATTERY BACKUPS	Open	361.95	0.00
M2203264	12/14/22	GENRO005	GENRON FIRE PROTECTION	ANNUAL EXTINGUISHER CERT	Open	354.00	0.00
M2203265	12/14/22	KEENC005	KEEN COMPRESSED GAS CO.	GAS CYLINDERS & TANK RENTALS	Open	79.20	0.00
M2203266	12/14/22	GRAIN005	GRAINGER INC.	MISC WINTER SITE SUPPLIES	Open	369.76	0.00
M2203269	12/14/22	GRAIN005	GRAINGER INC.	CLOCKS, TOWELS, MATS	Open	228.65	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2203270	12/14/22	GRAIN005 GRAINGER INC.	RAIN COATS, GLOVES	Open	393.80	0.00	
M2203271	12/14/22	GRAIN005 GRAINGER INC.	CUT OFF WHEELS, FLAP DISCS	Open	155.30	0.00	
M2203272	12/14/22	GRAIN005 GRAINGER INC.	MARKERS	Open	67.32	0.00	
M2203273	12/14/22	GRAIN005 GRAINGER INC.	SCRUBBER PARTS	Open	2,484.70	0.00	
M2203274	12/15/22	JESCO005 JESCO, INC. Contract No: C2200021	DOZER & LOADER PARTS	Open	12,441.41	0.00	C
M2203276	12/15/22	GRAIN005 GRAINGER INC.	HAND TOWELS FOR DISPENSERS	Open	384.55	0.00	
M2203279	12/15/22	COMMI025 N.J.MOTOR VEHICLE COMMISSION	Drivers Lic. Abstract Reviews	Open	150.00	0.00	
M2203284	12/15/22	GARTO005 GARTON'S RIGGING INC. Contract No: C2200015	80 ton crane	Open	1,800.00	0.00	C
M2203296	12/19/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2200060	SM - SODIUM HYPOCHLORITE 12/28	Open	9,083.76	0.00	C
M2203297	12/19/22	KENDA005 KENDALL ELECTRIC INC	PLC FOR LEVEL LODOR	Open	1,360.40	0.00	
M2203298	12/19/22	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	PAPER TOWELS, TRASH BAGS,	Open	745.78	0.00	
M2203300	12/20/22	LEEWA005 LEE-WAY ELECTRICAL LLC. Contract No: C2200001	FIBER OPTIC WORK SCALE ONE	Open	776.25	0.00	C
M2203302	12/20/22	SHERW005 SHERWIN-WILLIAMS CO.	PAINT & BRUSHES	Open	593.80	0.00	
M2203303	12/21/22	MGLPR005 MGL PRINTING SOLUTIONS	TAX FORMS	Open	130.25	0.00	
M2203308	12/21/22	NEWSP010 HERALD NEWSPAPERS	christmas ad	Open	600.00	0.00	
M2203310	12/22/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	849.19	0.00	
M2203311	12/22/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED GAS 12/9/22 #579998	Open	2,305.52	0.00	
M2203317	12/31/22	WILLI005 WILLIER ELECTRIC MOTOR	EAST HEATER MOTOR QUOTE PC SHO	Open	249.50	0.00	
M2203319	01/01/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2200002	ADMIN. BUILDING HVAC MAINT.	Open	1,450.00	0.00	C
M2203321	01/01/23	CARBO015 CARBON INDUSTRIAL SERVICES LLC Contract No: C2200019	TIRE RECYCLING	Open	5,968.20	0.00	C
M2203322	12/31/22	EDMON005 EDMOND J. PISANI	REIMBURSE FOR C-4 LICENSE	Open	50.00	0.00	
M2203328	01/03/23	ADVAN010 ADVANCE SCALE CO. INC. Contract No: C2200029	4TH Q TRUCK SCALE INSPECTIONS	Open	1,920.00	0.00	C
M2203329	12/31/22	SUBUR005 SUBURBAN PROPANE L.P.	PROPANE	Open	25.87	0.00	
M2203330	12/31/22	SUBUR005 SUBURBAN PROPANE L.P.	PROPANE	Open	145.99	0.00	
M2203334	12/31/22	NJWEA035 NJWEA - SOUTH SECTION	VIRTUAL TRAINING 2021	Open	30.00	0.00	
M2203336	12/31/22	FIRE005 FIRE DEFENSE SYSTEMS	12/27/22 Repair to IPF Fire Sy	Open	1,071.06	0.00	
M2203338	01/09/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2200002	IPF FUEL OIL BURNER REPAIR	Open	3,544.05	0.00	C
M2203341	12/31/22	CAPRI010 CAPRIONI FAMILY SEPTIC, INC. Contract No: C2200038	SLUDGE DELIVERY OC TO SM	Open	1,524.72	0.00	C
M2203342	01/11/23	CAPRI010 CAPRIONI FAMILY SEPTIC, INC. Contract No: C2200037	LIQUID SLUDGE CM - NOVEMBER	Open	4,430.47	0.00	C
M2203343	01/11/23	CAPRI010 CAPRIONI FAMILY SEPTIC, INC. Contract No: C2200037	LIQUID SLUDGE CM - DECEMBER	Open	6,203.15	0.00	C
M2300002	01/03/23	INSTI020 INSTITUTE FOR PROFESSIONAL DEV	SEMINAR REGISTRATION	Open	50.00	0.00	
M2300015	01/05/23	RISI0005 RISI	RISI Paper & Pulp subscription	Open	1,824.66	0.00	
M2300016	01/05/23	TREAS145 TREASURER, STATE OF N.J., DCA	2023 BFCE REGISTATION FEE- WWL	Open	1,313.50	0.00	
M2300017	01/05/23	TREAS145 TREASURER, STATE OF N.J., DCA	2023 BFCE REGISTATION FEE- SMM	Open	1,078.50	0.00	
M2300018	01/05/23	TREAS145 TREASURER, STATE OF N.J., DCA	2023 BFCE REGISTATION FEE- CM	Open	736.50	0.00	
M2300019	01/05/23	TREAS145 TREASURER, STATE OF N.J., DCA	2023 BFCE REGISTATION FEE- OC	Open	769.50	0.00	
M2300101	01/09/23	TREAS145 TREASURER, STATE OF N.J., DCA	LIFE HAZARD FEE FOR LF	Open	931.00	0.00	
V2201005	12/31/22	WAWAF005 WAWA FLEET SERVICES	GASOLINE- DECEMBER 2022	Open	250.99	0.00	
V2201006	12/31/22	CLEAN030 CLEAN ENERGY	CNG FUEL- DECEMBER 2022	Open	1,185.67	0.00	
V2201007	12/31/22	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	12,848.80	0.00	
V2201008	12/31/22	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	5,532.43	0.00	
V2201009	12/31/22	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-GEN LEGAL OCT 2022	Open	4,202.00	0.00	
V2201010	12/31/22	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEE- LABOR NEGOTIATIONS	Open	2,037.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2201011	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEE- LABOR OCT 2022	Open	5,040.00	0.00
V2201012	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-PINELANDS OCT 2022	Open	63.00	0.00
V2201013	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-RECYCLING OCT 2022	Open	1,312.50	0.00
V2201014	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-SW GEN OCT 2022	Open	1,008.00	0.00
V2201015	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-WW GEN OCT 2022	Open	210.00	0.00
V2201016	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-WW GEN NOV 2022	Open	3,654.00	0.00
V2201017	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-GEN LEGAL NOV 2022	Open	3,395.50	0.00
V2201018	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEE- LABOR NEGOTIATIONS	Open	1,701.00	0.00
V2201019	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-PINELANDS NOV 2022	Open	2,415.00	0.00
V2201020	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-SW GEN NOV 2022	Open	210.00	0.00
V2201021	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-WW LEGAL NOV 2022	Open	409.50	0.00
V2201022	12/31/22	PRESS010	THE PRESS OF ATLANTIC CITY	LEGAL ADVERTISING DEC 2022	Open	156.00	0.00
V2201023	12/31/22	NJDIV010	NJ DIVISION OF PENSIONS	PENSION W/H	Open	90,414.61	0.00
V2201024	12/31/22	VERIZ010	VERIZON WIRELESS	UTILITIES-11/24-12/23/2022	Open	195.30	0.00
V2201025	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEE- LABOR DEC 2022	Open	2,562.00	0.00
V2201026	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-PINELANDS DEC 2022	Open	84.00	0.00
V2201027	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-RECYCLING DEC 2022	Open	3,307.50	0.00
V2201028	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-SW GEN DEC 2022	Open	420.00	0.00
V2201029	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEES-GEN LEGAL DEC 2022	Open	2,487.25	0.00
V2201030	12/31/22	WADEL005	WADE, LONG, & WOOD, LLC	LEGAL FEE- SW GENERAL DEC 2022	Open	487.50	0.00
V2201031	12/31/22	SOUTH060	SOUTH JERSEY GAS	UTILITIES- ADMIN BUILDING	Open	131.76	0.00
V2201032	12/31/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES-ADMIN BUILDING	Open	5,992.43	0.00
V2201033	12/31/22	VERIZ010	VERIZON WIRELESS	UTILITIES- IT HOT SPOT	Open	152.06	0.00
V2201034	12/31/22	VERIZ010	VERIZON WIRELESS	UTILITIES- 11/29/22-12/28/22	Open	1,880.01	0.00
V2201035	12/31/22	NJAME005	NJ AMERICAN WATER COMPANY	UTILITIES	Open	39.77	0.00
V2201036	12/31/22	SOUTH060	SOUTH JERSEY GAS	UTILITIES	Open	304.93	0.00
V2201037	12/31/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	54,091.98	0.00
V2201038	12/31/22	SAPPI005	HARRY R. SAPPPIE	HEALTH INSURANCE Q4 2022	Open	2,544.72	0.00
V2201039	12/31/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	12,202.39	0.00
V2201040	12/31/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	4,965.20	0.00
V2201041	12/31/22	HIENK005	JAMES J. HIENKEL, JR.	HEALTH INSURANCE - Q4 2022	Open	1,669.47	0.00
V2201042	12/31/22	CMCMU020	CMCMUA WASTEWATER	LEACHATE DISPOSAL DEC 2022	Open	9,153.00	0.00
V2201043	12/31/22	SOUTH060	SOUTH JERSEY GAS	UTILITIES-GAS HEAT TS DEC	Open	597.28	0.00
V2201044	12/31/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES TS - ACCT#524 DEC	Open	633.43	0.00
V2201045	12/31/22	ENTER020	ENTERPRISE FM TRUST	VEHICLE LEASE-EFM FEE	Open	542.00	0.00
V2201046	12/31/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	34,036.66	0.00
V2201047	12/31/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES - DEC 312	Open	11,291.04	0.00
V2300013	01/04/23	COMCA010	COMCAST OF SOUTH JERSEY INC.	UTILITIES- 12/28/22-1/27/23	Open	226.21	0.00
V2300014	01/04/23	VERIZ030	VERIZON	FIOS INTERNET	Open	239.99	0.00
V2300015	01/09/23	UNITE025	UNITED PARCEL SERVICE	POSTAGE	Open	32.53	0.00
V2300016	01/09/23	SPECT025	SPECTROTEL	UTILITIES- JANUARY 2023	Open	3,036.53	0.00
V2300017	01/10/23	STATE035	STATE OF NEW JERSEY - SLT	LF CLOSURE&CONTINGENCY TAX-DEC	Open	6,436.39	0.00
V2300018	01/10/23	NJDIV035	NJ DIV. OF TAXATION-RECYCLING	RECYCLING TAX 4TH QUARTER 2022	Open	128,838.00	0.00
V2300019	01/10/23	BOROU010	BOROUGH OF WOODBINE	HC B REBATE JULY-DEC 2022	Open	297,061.54	0.00
V2300020	01/10/23	TOWNS020	TOWNSHIP OF UPPER	HC B REBATE JULY-DEC 2022	Open	297,061.54	0.00
V2300021	01/10/23	ABCO005	ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	1,200.26	0.00
V2300022	01/10/23	NATIO045	NATIONWIDE RETIREMENT SOLUTION	DEFERRED COMPENSATION W/H	Open	16,553.85	0.00
V2300023	01/10/23	NEWJE050	NEW JERSEY FAMILY SUPPORT	GARNISHMENTS	Open	508.00	0.00
V2300024	01/10/23	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR	CASE NUMBER 18-28741	Open	463.50	0.00
V2300025	01/10/23	HEALT005	HEALTH EQUITY	EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,821.51	0.00
V2300026	01/10/23	DUES0005	TEAMSTERS LOCAL 331 DUES	UNION DUES	Open	2,996.00	0.00
V2300027	01/10/23	POLIT005	TEAMSTERS LOCAL 331 POLITICAL	POLITICAL ACTION FUND	Open	18.00	0.00
V2300028	01/10/23	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL	UNION SOCIAL FUND	Open	5.00	0.00
V2300029	01/10/23	DEPAR015	DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	119,983.54	0.00

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2300030	01/10/23	NJDIV015 NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	19,434.18	0.00	
V2300031	01/10/23	CAPEM055 CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CCMUA	Open	281,957.39	0.00	
V2300032	01/11/23	TELES005 TELESYSTEM	UTILITIES JANUARY 2023	Open	139.33	0.00	

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Total Purchase Orders:	144	Total P.O. Line Items:	0	Total List Amount:	1,754,452.99	Total Void Amount:	0.00
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Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	2-100	44,402.47	0.00	90,414.61	134,817.08
WASTEWATER OPERATIONS	2-200	241,099.16	0.00	0.00	241,099.16
SOLID WASTE OPERATIONS	2-300	100,653.87	0.00	0.00	100,653.87
RENEWAL & REPLACEMENT	2-720	93,165.93	0.00	0.00	93,165.93
Year Total:		479,321.43	0.00	90,414.61	569,736.04
ADMINISTRATION	3-100	532,032.27	0.00	83,505.78-	448,526.49
WASTEWATER OPERATIONS	3-200	3,898.00	0.00	0.00	3,898.00
SOLID WASTE OPERATIONS	3-300	2,894.99	0.00	729,397.47	732,292.46
Year Total:		538,825.26	0.00	645,891.69	1,184,716.95
Total of All Funds:		1,018,146.69	0.00	736,306.30	1,754,452.99

# Cape May County Municipal Utilities Authority

## **CERTIFICATION OF FUNDS:**

I hereby certify that funds are available for payment of vouchers on the Cape May County Municipal Utilities Authority's Vouchers Listing:

- Administration
- Wastewater Operations
- Wastewater Project
- Solid Waste Operations

all said Vouchers Lists dated January 18, 2023.



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Robert P. Donato, CPA  
Chief Financial Officer