

# 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**

**October 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
  - October 4, 2023 Regular Meeting**
  - October 4, 2023 Executive Session**
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  
- **October 12, 2023**
  - Solid Waste Program Tonnage and Revenue Report  
- **September 2023**
10. Wastewater Management and Solid Waste Management Programs (Combined)
  - Resolution No. 129-23** Resolution Approving Year 2024 Authority Budget for Submission to Department of Community Affairs
  - Resolution No. 130-23** Resolution Authorizing the Continuation of Contract MUA-58-22 (Items I, II, III and V) with Daley's Pit– Furnish and Deliver Recycled Concrete Aggregate, Recycled Bituminous Asphalt Aggregate, and 3/8-inch Stone Pursuant to Resolution No. 143-22 (total not-to-exceed amount for Item I \$149,000.00; Item II \$18,000.00; Item III \$4,625.00; and Item V \$16,000.00)

11. Wastewater Management Program

**Resolution No. 131-23** Resolution Authorizing Contract Change Order No. 1 to Contract SM-55-22 – Furnish and Install Backflow Preventer Units for Seven Mile Beach/Middle Wastewater Treatment Facility with West Bay Construction, Inc.

12. Solid Waste Management

**Resolution No. 132-23** Resolution Authorizing the Award of Contract SLF-03-23 – Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement to PKF-Mark III, Inc. (total not-to-exceed amount of \$3,763,000.00)

13. Miscellaneous

**Resolution No. 133-23** Resolution Authorizing the Approval of a Revised CMCMUA Personnel Policies and Procedures Manual

14. Approval of Vouchers – October 18, 2023

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

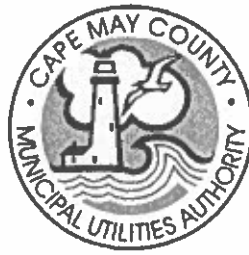
15. Public Comment

16. New Business

17. Executive Session

18. Adjournment

Joseph V. Rizzuto, Executive Director



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

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### MINUTES OF THE REGULAR MEETING

October 4, 2023

Chairman Betts called the regular meeting of the Cape May County Municipal Utilities Authority to order at 6:30 p.m. at the Authority office in Swainton, N.J.

#### PRESENT:

George W. Betts	Chairman
Richard Rixey	Vice Chairman
William G. Burns	Treasurer
Patricia A. Callinan	Corporate Secretary
Carol A. Heenan	Member
Zeth Matalucci	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
Alicia L. Cooper	Human Resources Director
Ann M. McDevitt	Recording Secretary
Howard C. Long	Solicitor

"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 13, 2023."

The Pledge of Allegiance was recited.

**Wastewater Program User Charges Public Hearing**

Mr. Betts introduced Mr. Long to conduct the Wastewater Program User Charges Public Hearing. Mr. Palombo provided sworn testimony regarding the “CMCMUA User Charge System Rate Setting Report – Wastewater Management Program User Charges” Effective January 1, 2024 (Proposed). Members of the public were provided an opportunity to ask questions or to make a statement concerning the “CMCMUA User Charge System Rate Setting Report – Wastewater Management Program User Charges” Effective January 1, 2024 (Proposed). Additionally, members of the public were afforded an opportunity to ask questions or to make a statement concerning the “CMCMUA User Charge System Rate Setting Report – Wastewater Management Program User Charges” Effective January 1, 2024 (Proposed) through electronic mail and/or written letter. No public comments were offered.

A transcript of the Public Hearing shall be made and a copy thereof shall be available upon request to any interested party for a reasonable fee.

**Solid Waste Program User Fees and Public Hearing**

Mr. Betts introduced Mr. Long to conduct the Solid Waste Program User Fees Public Hearing. Mr. Conturo provided sworn testimony regarding the Proposed January 1, 2024 “Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges”. Members of the public were provided an opportunity to ask questions or to make a statement concerning the Proposed January 1, 2024 “Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges”. Additionally, members of the public were afforded an opportunity to ask questions or to make a statement concerning the Proposed January 1, 2024 “Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges” through electronic mail and/or written letter. No public comments were offered.

A transcript of the Public Hearing shall be made and a copy thereof shall be available upon request to any interested party for a reasonable fee.

**Minutes**

Minutes of the September 20, 2023 Regular Meeting were submitted for approval or correction.

	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: 7-0-0

**Executive Session Minutes**

Minutes of the September 20, 2023 Executive Session were submitted for approval or correction.

	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: 7-0-0

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

None offered.

**Announcements/Special Presentations**

None presented.

**Executive Director's Personnel Report**

None presented.

**Board Reports**

**Treasurer's Report**

Approval of the Treasurer's Report dated August 31, 2023.

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

Motion Carried: 7-0-0

**Construction Status Report – September 27, 2023 – Thomas J. LaRocco**

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 completed. 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>. On September 6, 2023, Change Order No, 1, which accounts for contingency work to be done and a reduction of bypassing costs, was approved. It is expected that, due to seasonal flow conditions and supply chain problems, the Contractor will not begin physical work until October 16, 2023. Currently, the review of technical submittals and material procurement is ongoing.

Seven Mile Beach/Middle Region Furnish and Install Backflow Preventer Units – The purpose of this project is to install facility-wide backflow preventer and bypass systems for two potable water services, both fire and domestic, that serve the facility. The goal is to prevent contamination of the municipal water distribution system from the facility's water system while also eliminating the need for several internal backflow preventer permits. The backflow preventer and bypass systems are now housed in a new, small, precast concrete, pre-engineered building which is located immediately west of the facility's entrance. Between September 12<sup>th</sup> and the 22<sup>nd</sup>, the area in front (south) of the new pre-engineered building was excavated to expose the existing potable water and fire pipes which serve the Facility. Tie-ins, piping connections and testing were completed. The soil was backfilled and compacted, a concrete apron was poured, and all restoration work was done. This project is now essentially complete. A final Change Order shall be prepared.

Wildwood/Lower Region Furnish and Install New Centrifugal Blowers - The purpose of this project is to replace three of four existing blowers, and to provide new controls to the three new blowers and the single, existing rebuilt blower. These blowers provide process air to the facility's entire treatment system. Two (2) of the new blowers will have capacities that are less than those of the original units so as to more efficiently accommodate off-season demands. This project was awarded on March 1, 2023. Notice to Proceed was issued, effective March 22, 2023. A preconstruction meeting was held on April 5, 2023. Due to equipment lead time requirements, the Contractor does not expect to begin physical work until January, 2024. Currently, the review of technical submittals and material procurement is ongoing.

Various Regions Disposal of RBCs and Other Miscellaneous Equipment - The purpose of this project is to remove and dispose of various pieces of surplus equipment that are in poor condition in order to provide more working space at the Authority's Ocean City, Wildwood/Lower and Cape May Wastewater Treatment Facilities. Work includes the loading, hauling, unloading and disposal of nineteen (19) RBC shaft assemblies, two (2) storage tanks and, on an "if and where directed" basis, eight (8) storage containers and other miscellaneous treatment equipment. All assigned pay item work has been completed. On September 20, 2023, the Authority approved Change Order No. 1 to afford the Authority more cost and schedule flexibility in assigning the Contractor work related to upcoming projects.

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

None presented.

**Wastewater Management Program**

**Resolution No. 123-23** Resolution Authorizing Contract Change Order No. 1 to Contract SER-26-19 (Parts I – Biomonitoring) and (Part II – Other Required Testing) – Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program with Garden State Laboratories, Inc.

	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: 7-0-0

**Resolution No. 127-23** Resolution Approving the CMCMUA User Charge System, Rate Setting Report, Wastewater Management program User Charges Effective January 1, 2024

	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: 7-0-0

**Solid Waste Management Program**

**Resolution No. 124-23** Resolution Authorizing the Award of Contract MISC-44-23 – Inspection, OEM Maintenance and Equipment Repair Services at the Intermediate Processing Facility to Advanced Design & Control Corp. dba Advanced Equipment Sales

	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: 7-0-0

**Resolution No. 125-23** Resolution Authorizing the Continuation of Contract RFP-39-22-REBID with Interstate Refrigerant Recovery, Inc. – Provide Certified Recovery and Recycling Services if CFCs, HCFCs and HFCs from Used Appliances Delivered by Residents, Businesses, and Institutions to the CMCMUA's Solid Waste Transfer Station and Sanitary Landfill Pursuant to Resolution No. 130-22

	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: 7-0-0

**Resolution No. 126-23** Resolution Approving the CMCMUA Solid Waste and Recycling User Fees and Surcharges Effective January 1, 2024

	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: 7-0-0

**Miscellaneous**

None presented.

**Approval of Vouchers**

Approval of the Administration Vouchers List dated October 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: 7-0-0

Approval of the Wastewater Operations Vouchers List dated October 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: 7-0-0

Approval of the Wastewater Project Vouchers List dated October 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: 7-0-0



Approval of the Solid Waste Operations Vouchers List dated October 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: 7-0-0

Approval of the Solid Waste Project Vouchers List dated October 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: 7-0-0

The total of all five (5) approved Vouchers Lists, dated October 4, 2022 was \$1,716,982.64.

**Public Comment**

None offered.

**Executive Session**

**Resolution No. 128-23** Resolution Authorizing Executive Session from which the Public is Excluded.

	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: 7-0-0

At 7:10 p.m., the Regular Meeting retired to Executive Session for the purpose of discussing a policy change regarding post-retirement healthcare and a general personnel matter.

At 7:46 pm, it was motioned to end the Executive Session and reconvene to the Regular Meeting.

	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: 7-0-0

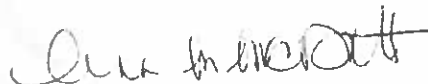
**New Business**

None presented.

**Adjournment**

There being no further business, the Regular Meeting adjourned at 7:47 p.m.

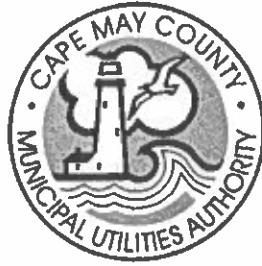
Respectfully submitted,



Ann M. McDevitt  
Recording Secretary

10/5/23

Joseph V. Rizzuto, Executive Director



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

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### MINUTES OF EXECUTIVE SESSION

October 4, 2023

The Cape May County Municipal Utilities Authority held an Executive Session on Wednesday, October 4, 2023 at 7:10 p.m., at the Authority's Office in Swainton, New Jersey, authorized by Resolution No. 128-23.

#### PRESENT:

George W. Betts	Chairman
Richard Rixey	Vice Chairman
William G. Burns	Treasurer
Patricia A. Callinan	Corporate Secretary
Carol A. Heenan	Member
Zeth Matalucci	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
Alicia L. Cooper	Human Resources Director
Howard C. Long	Solicitor
Ann M. McDevitt	Recording Secretary

The following subject, on which no formal action was taken, was discussed:

#### Items of Discussion

A discussion was held for the purpose of discussing a policy change regarding post-retirement healthcare and a general personnel matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ann M. McDevitt".

Ann M. McDevitt  
Recording Secretary

/amm

**RESIGNATIONS/RETIREMENTS**

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
Austin H. Day	Wastewater/Maintenance Worker/Project Crew	10/13/2023	Resignation

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

NAME	PROGRAM/POSITION/FACILITY	FROM/TO <small>*DENOTES CHANGE</small>	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 & W/O BENEFITS
ID# 18	Solid Waste/Recycling Coordinator/Administration	10/12/2023 - 1/11/2024		X	X				

**REASSIGNMENTS/NEW HIRES**

NAME	FROM PROGRAM/POSITION/FACILITY	TO PROGRAM/POSITION/FACILITY	EFFECTIVE DATE
Robert L. Harpster	Solid Waste/Heavy Equipment Operator/Sanitary Landfill	Solid Waste/Sr. Heavy Equipment Operator/Sanitary Landfill	9/25/2023
Charles E. Wiel, Jr.	Wastewater/Maintenance Worker/Cape May	Wastewater/Maintenance Worker II/Cape May	9/25/2023
James E. Knox	Wastewater/Utility Worker/Seven Mile	Wastewater/Utility Worker II/Seven Mile	9/25/2023
Samuel Bakley	Wastewater/Utility Worker III/Seven Mile	Wastewater/Utility Worker IV/Seven Mile	10/9/2023
Matthew P. Horan	Solid Waste/Sr. Heavy Equipment Operator/Sanitary Landfill	Solid Waste/Working Foreman/Sanitary Landfill	10/11/2023

MEMORANDUM

October 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

During October 2, 2023 through October 4, 2023, several wastewater employees attended the 95th Annual Water Environment Federation's Technical Exhibition and Conference (WEFTEC). The conference is the largest annual water quality event in the world. Those who attended represented the New Jersey Water Environmental Association (NJWEA) and the Authority.

The Authority has represented the NJWEA in the National Operations Challenge competition at WEFTEC for almost twenty (20) years. The competition consists of five (5) events and tests all of the skills of an operator. Most of all, the event promotes professional development, comradery and leadership. In the history of its participation, the Authority has seen dividends paid in the form of strong supervisors that were developed from the field personnel.

The NJWEA 2023 Operations Challenge Team "The Cakebreakers" consists of, from left to right, Kevin Barstow, Jim Knox, Keith Wagner (team captain), Adam Schiek, and Emily Zidanic (coach/alternate). The Cakebreakers finished in 12th place overall out of the 23 teams in Division II. More importantly, they represented the Authority and the State of New Jersey with class and professionalism.





**Process/Test Event**

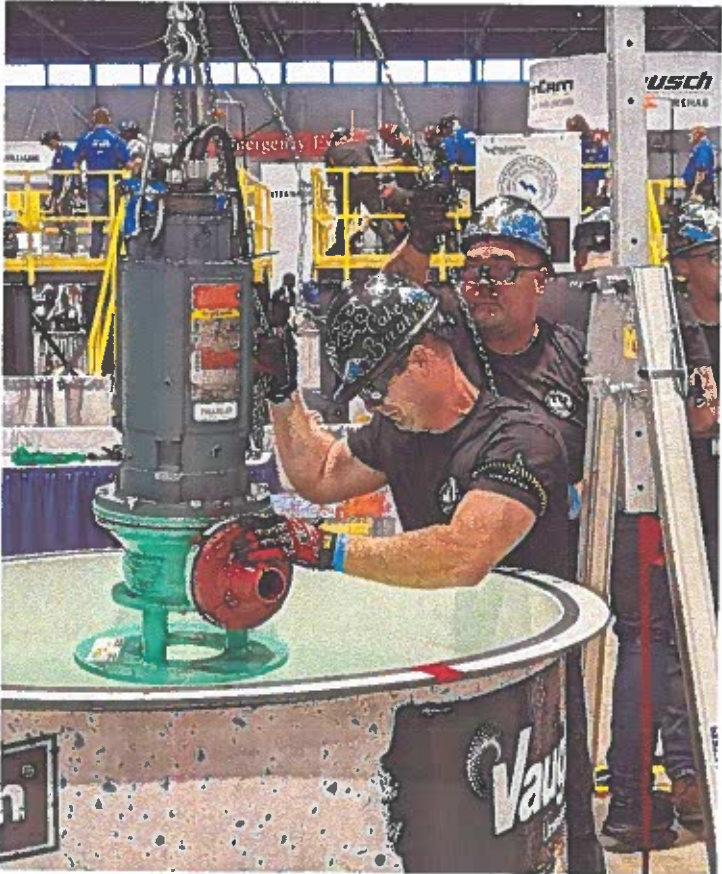


**Laboratory Event**





**Safety Event**



**Maintenance Event**



**Collections Event**



## 2.0 Operational Data

### 2.1 Municipal Flow Report: September 2023

Billing Party	Million Gallons	% of Total
New Jersey American Water	110.814	26.59%
Middle Township	28.301	6.79%
Rio Grande	10.384	2.49%
Cape May Court House	10.710	2.57%
Avalon Manor	0.865	0.21%
Stone Harbor Blvd	1.140	0.27%
Court House South	5.114	1.23%
Harbor Bay Center	0.089	0.02%
City of North Wildwood	48.421	11.62%
City of Wildwood	39.513	9.48%
City of Cape May	32.181	7.72%
Borough of Wildwood Crest	38.555	9.25%
Borough Avalon	43.599	10.46%
City of Sea Isle City	36.273	8.71%
Borough of Stone Harbor	19.574	4.70%
Borough of West Cape May	4.400	1.06%
Borough of West Wildwood	7.863	1.89%
Board of County Commissioners	2.175	0.52%
Borough of Cape May Point	2.527	0.61%
Lower Township MUA	2.445	0.59%
New Jersey Turnpike Authority	0.056	0.01%

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

Report Month

Facility	Years <input type="button" value="▼"/>		% Change	Difference
	2022	2023		
Ocean City Average - Capacity 8.24	3.16	3.69	17%	▲
Seven Mile Average - Capacity 7.67	3.53	3.99	13%	▲
Wildwood Average - Capacity 14.18	3.87	4.91	27%	▲
Cape May Average - Capacity 3.00	1.27	1.30	3%	▲

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

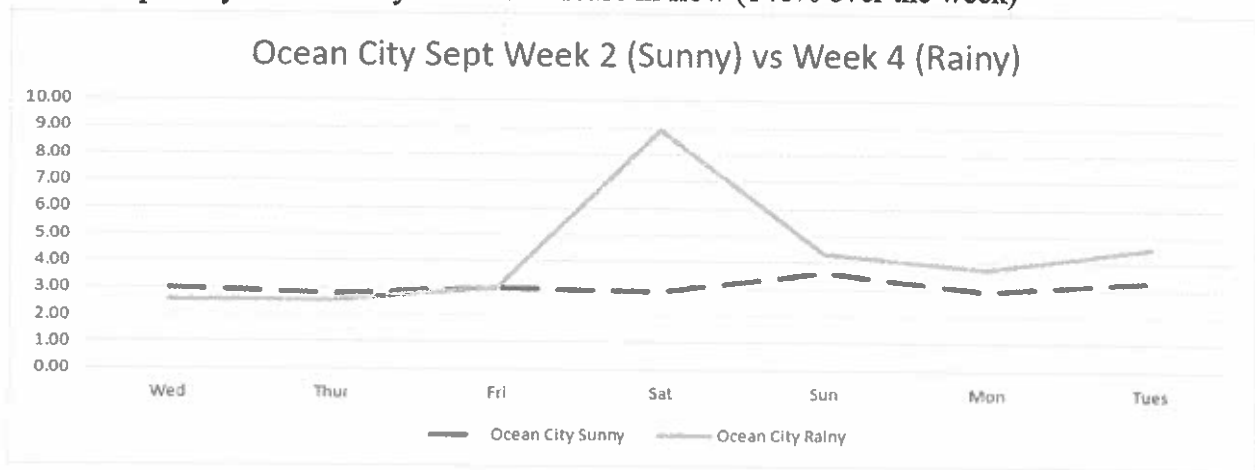
**Report Month** Sep

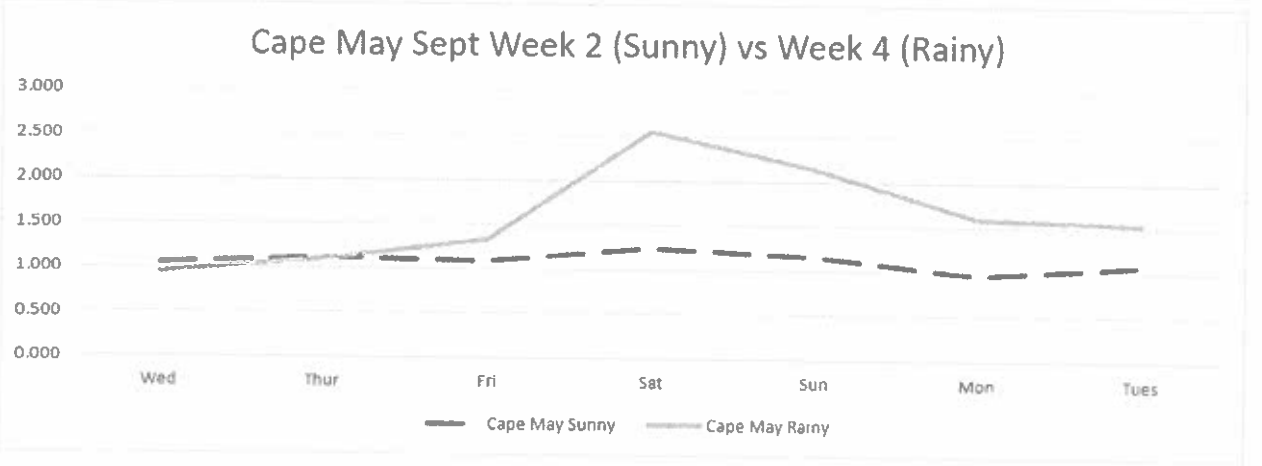
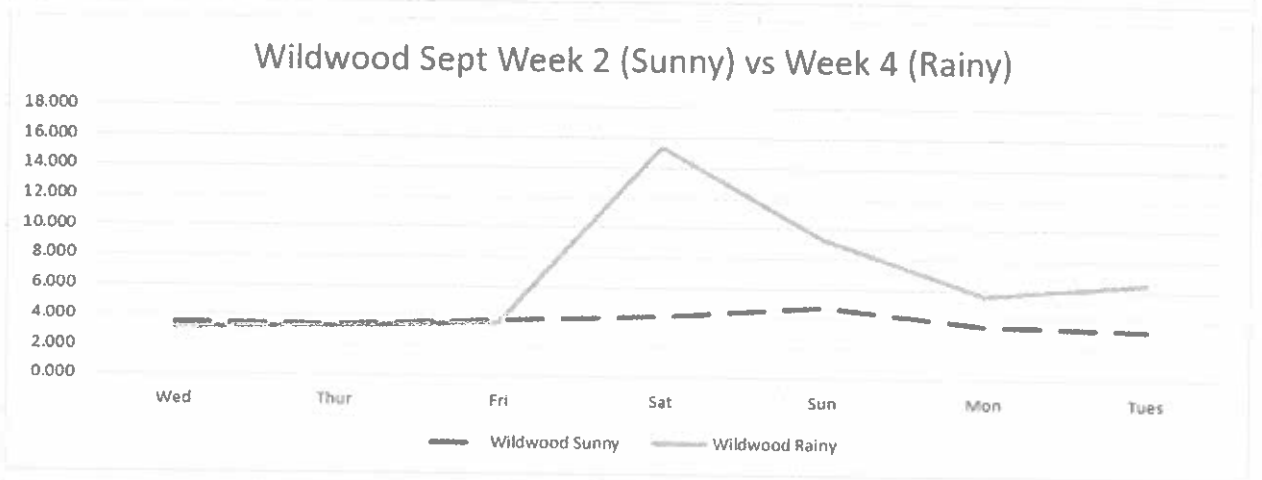
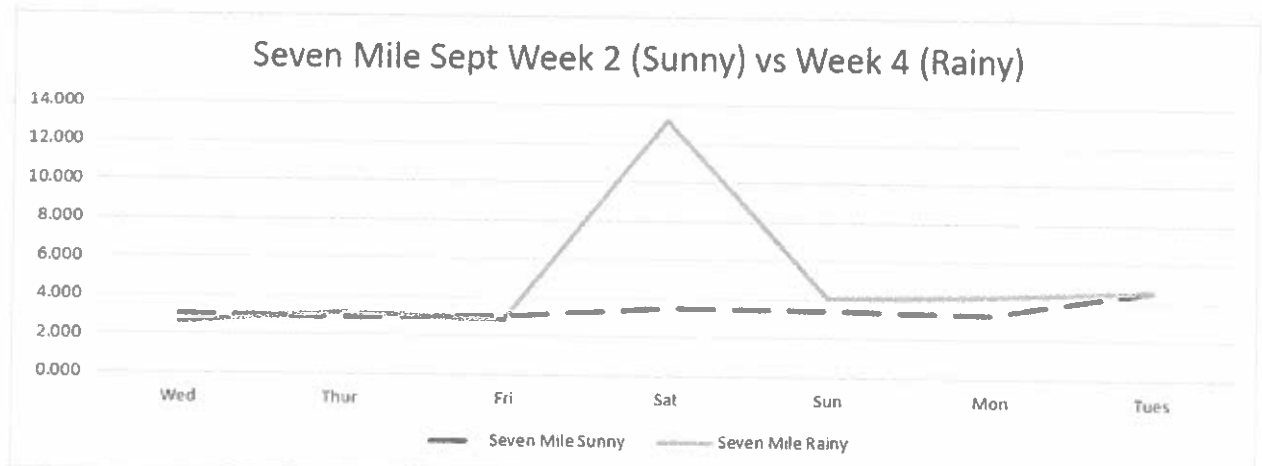
Facility	Years <input type="button" value="▼"/>		% Change	Difference
	2022	2023		
Ocean City Peak - Capacity 8.24	6.73	8.93	33%	▲
Seven Mile Peak - Capacity 7.67	5.48	13.23	141%	▲
Wildwood Peak - Capacity 14.18	5.95	15.41	159%	▲
Cape May Peak - Capacity 3.00	1.63	2.55	57%	▲

**Rain Event Impact on Facilities**

The exceptionally high peak flow numbers represented in the above table are due to the heavy rains during the last week of September. The four (4) charts below compare the second week in September, a sunny week without rain from Wednesday September 6 - September 12, to the wet week of the Nor'Eastern storm that came through the area starting on Saturday September 23rd that dropped approximately 2" of rain. The heaviest rain fell on Saturday through Sunday. The Facilities handled the following flow increases over those two (2) days:

- Ocean City WTF: nearly a 202% increase in flow (137% over the week)
- Seven Mile Beach/Middle WTF: nearly a 249% increase in flow (147% over the week)
- Wildwood/Lower WTF: nearly a 279% increase in flow (178% over the week)
- Cape May WTF: nearly a 195% increase in flow (146% over the week)





## 2.2 Laboratory Data: September 2023

	Average TSS mg/L			Average CBOD mg/L		
	Influent	Effluent	% Removal	Influent	Effluent	% Removal
<b>Cape May</b>	213	3	99	271	4	99
<b>Wildwood</b>	186	8	96	213	10	95
<b>Seven Mile</b>	363	8	98	294	10	97
<b>Ocean City</b>	138	6	96	138	6	96

## 2.3 Reclaimed Water for Beneficial Reuse (RWBR)

	Public Access (gallons)
<b>September 2023</b>	0*
<b>September 2022</b>	501,300


\*The system is currently offline for maintenance (See page 26 for more information).

## 2.4 Seven Mile Beach/Middle Wastewater Treatment Facility Septage and Leachate Receiving


	Septage (gallons)	Leachate (gallons)
<b>September 2023</b>	3,016,400	882,000
<b>September 2022</b>	944,200	690,000

## 2.5 Sludge Transfer Facility

### Sludge Disposal Report for September

DRY CU YDS	Wet Tons	
ACUA	EPIC	<b>Total</b>
<b>1275</b>	<b>148.22</b>	<b>Cost</b>
<b>\$ 68,280.25</b>	<b>\$ 20,716.71</b>	<b>\$ 88,996.96</b>

### Sludge Disposal Report for YTD

DRY CU YDS	Wet Tons	
ACUA	EPIC	<b>Total</b>
<b>9975</b>	<b>1334.81</b>	<b>Cost</b>
<b>\$ 501,249.25</b>	<b>\$ 186,566.39</b>	<b>\$ 687,815.64</b>

## 3.0 Projects:

### 3.1 Capital Improvement Projects

#### SCADA (Supervisory Control And Data Acquisition)

##### Design Contract

Avanceon continues to work with the IT Department and Operational Staff to refine the new SCADA system throughout the Seven Mile Beach/Middle Wastewater Treatment Facility. Preparations are being made for the upcoming construction contract for Cape May, Wildwood and Ocean City Facilities.

Contractor: PCMG (Avanceon)  
 Contract Amount: \$3,687,516.42  
 Amount Expended: \$2,991,392.95 (81.3%)

##### Construction Contracts

Contract SM-04-21 Seven Mile Beach/Middle Region Control System SCADA Upgrade is complete. Contract WW-13-23 SCADA OC, WWL & CM was approved and executed. The notice to proceed for contract WW-13-23 was issued on August 21, 2023 with the contract duration ending on November 18, 2025. The preconstruction meeting was held on September 21, 2023. This contract covers the SCADA upgrade work at the Cape May Regional Wastewater

MEMORANDUM

October 12, 2023

Page 10

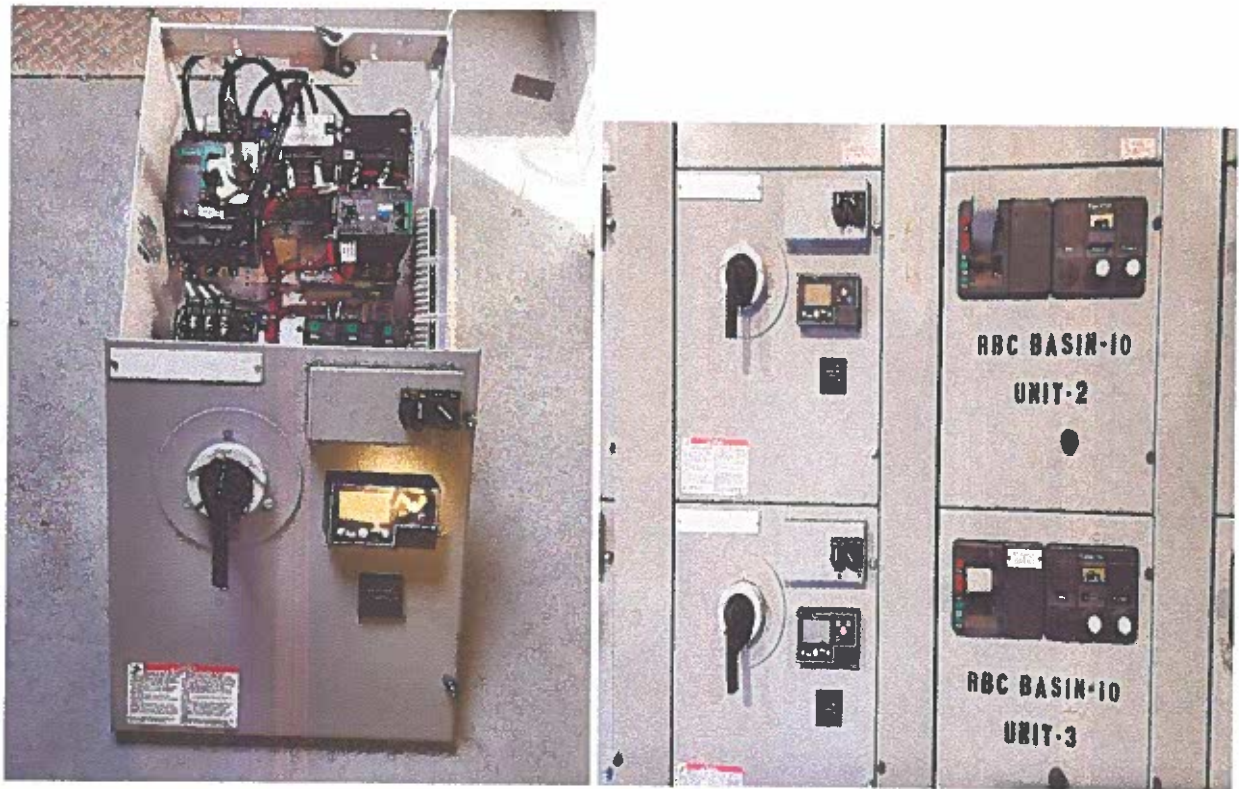
Treatment Facility, Ocean City Regional Wastewater Treatment Facility and the Wildwood/Lower Regional Wastewater Treatment Facility.

Contractor: Scalfo Electric  
Contract Amount: \$4,998,000.00  
Amount Expended: \$0.00 (0.0%)

**Rotating Biological Contactor (RBC) Electrical Upgrades at the Wildwood/Lower Wastewater Treatment Facility:**

As part of the Wastewater Program's 20 year Capital Renewal and Replacement Plan, Wildwood/Lower Region has begun to ship out Rotating Biological Contactor (RBC) control panels (buckets) for refurbishment to allow monitoring and control through the upcoming Supervisory Control and Data Acquisition (SCADA) system. The contract vendor, United Electric/Schneider Electric, is in receipt of 64 RBC buckets with a progressive schedule for sending and receiving the control buckets for refurbishment.

Forty (40) refurbished RBC MCC buckets have been received. Progressive weekly shipments of five (5) are expected through October. Additional buckets are being readied for shipment. In total 127 buckets are being refurbished. The return schedule will run through the first half of next year.



**RBC control buckets**



MEMORANDUM

October 12, 2023

Page 11

**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 skimmings pumpable to be transferred for disposal.

The scum concentrators have been received. Procurement of glass lined ductile iron pipe and CPVC pipe is under way. The Penn Valley pumps for the transfer of scum have been received at SMM and WWL.

During the month of September, the Project Crew continued construction of the Scum Concentrator projects at WWL and SMM.

SMM work consisted of setting in the scum tank and piping the primary scum pit conveyance lines. Work was also performed on the guide rail system that holds the scum dumpster in place under the scum concentrator.

The WWL scum concentrator is scheduled to be lifted into place mid-October. (See pictures below and on the following pages.)

**SMM scum concentrator installation**



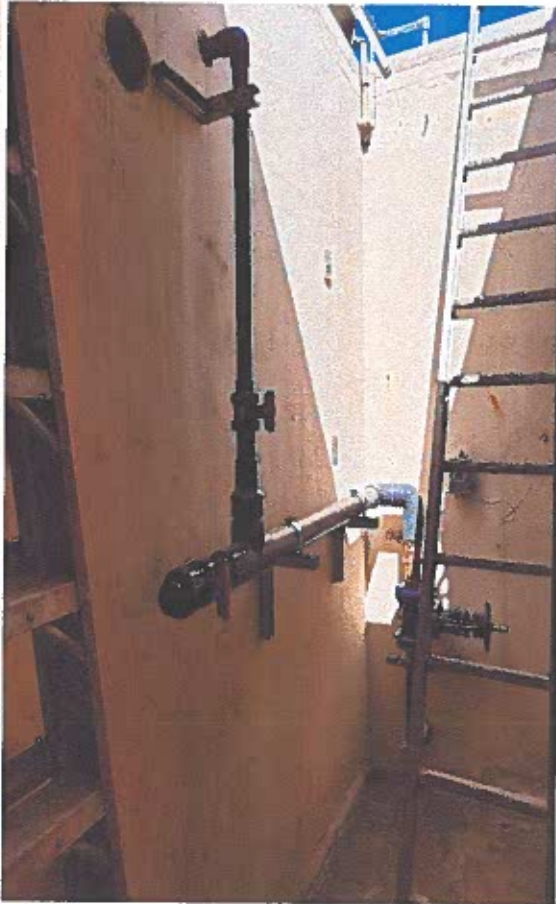
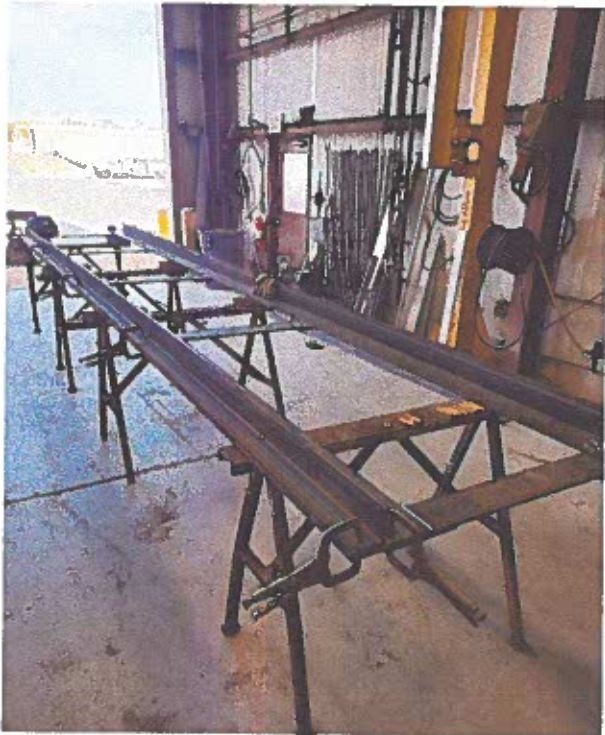


MEMORANDUM

October 12, 2023

Page 13





### **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 beginning October 18th 2023.

### **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 forcemain so a vacuum does not occur. If a vacuum occurs, 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). A progress meeting is scheduled for October to define a path forward for repairs.

Preparations are being made to resume the inspections in the fall.

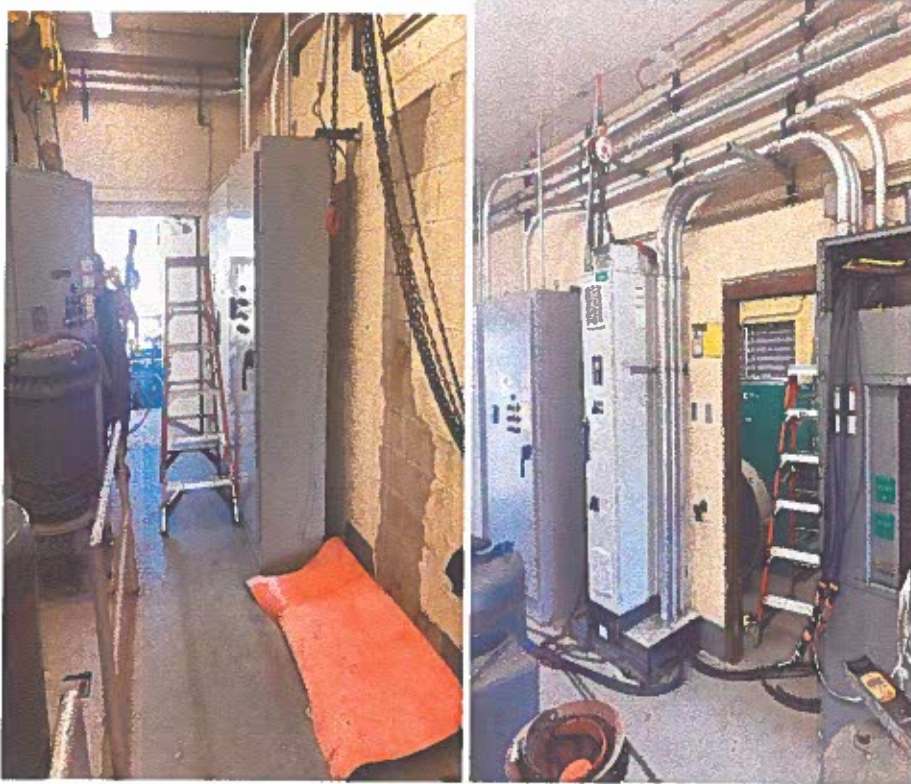
## **3.2 Repair and Maintenance Projects**

### **OC Seasonal Maintenance Activities**

Ocean City has started to take equipment offline due to reduced flows and the off-season maintenance efforts. The Ferric Chloride and Polymer systems used in the clarification process have been flushed and drained. These systems are prepped and ready for the peak operating season May 2024. The operations staff also bleached and pumped down RBC Bay #3 in preparation for the upcoming removal and replacement of the three (3) RBC shafts that are located in that Bay.

**3rd Street Pump Station VFD**

The facility electrician began installing the new 150HP VFD at the 3rd Street Pump Station.



**OC Plant Sinkhole Repair**

During this month's rainfall, a sinkhole developed at a drain near the maintenance garage. OC consulted with the engineering department and a solution was developed. OC maintenance staff over-excavated the drain area and filled it with ¾" crushed stone. Subsequent rain storms did not erode the area therefore this issue is considered to be resolved and will be monitored.



## MEMORANDUM

October 12, 2023

Page 17

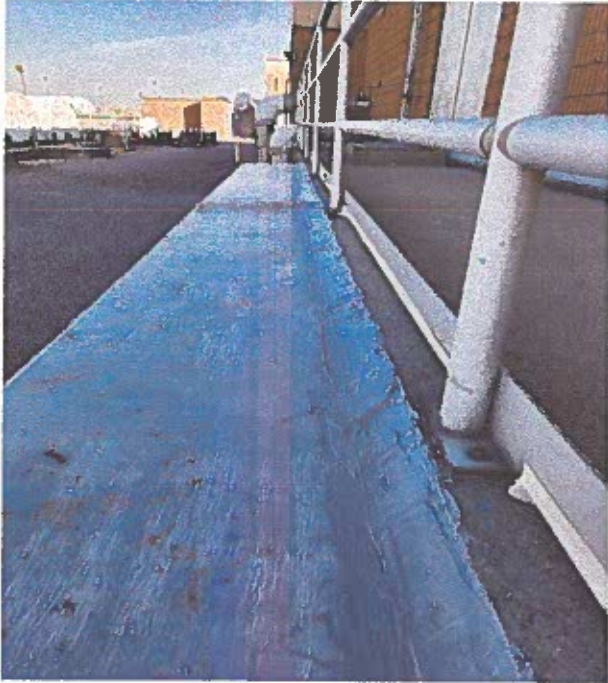
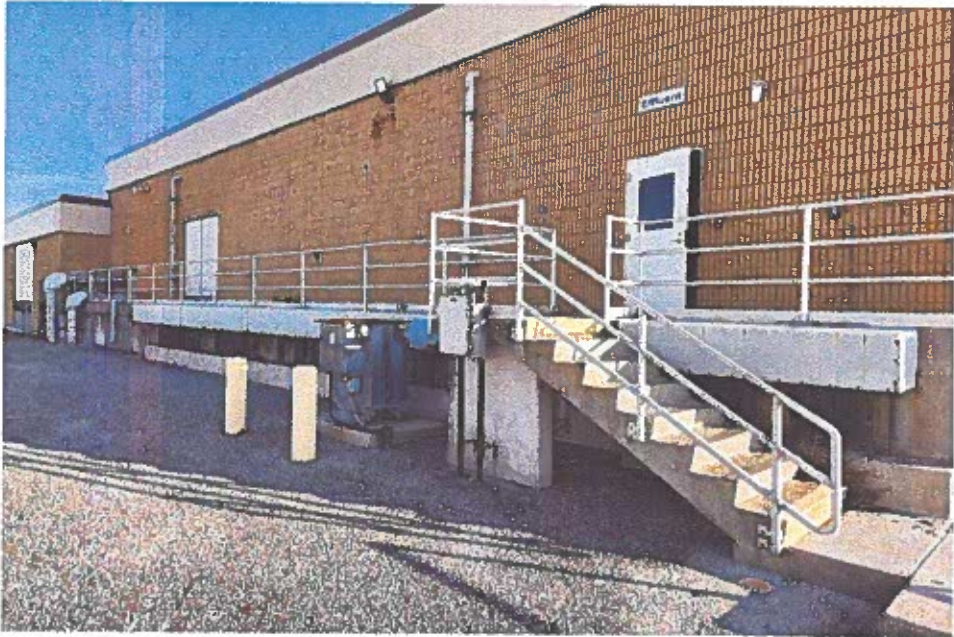
### **Rosemary Road VFD Replacements**

The plant electrician has started to replace the VFDs at the Rosemary Road Pump Station. This is in anticipation of the pump replacement project that is being developed. The new VFDs will increase reliability of the system and add control and monitoring abilities beyond what is currently available.



### **WW/L RBC Electrical Distribution**

Repairs were made to the RBC electrical distribution wire trough located just outside of the RBC control area. Resilient backer rods and a mastic type caulking were applied to make this trough weather proof. (See pictures on the following page.)





MEMORANDUM

October 12, 2023

Page 19

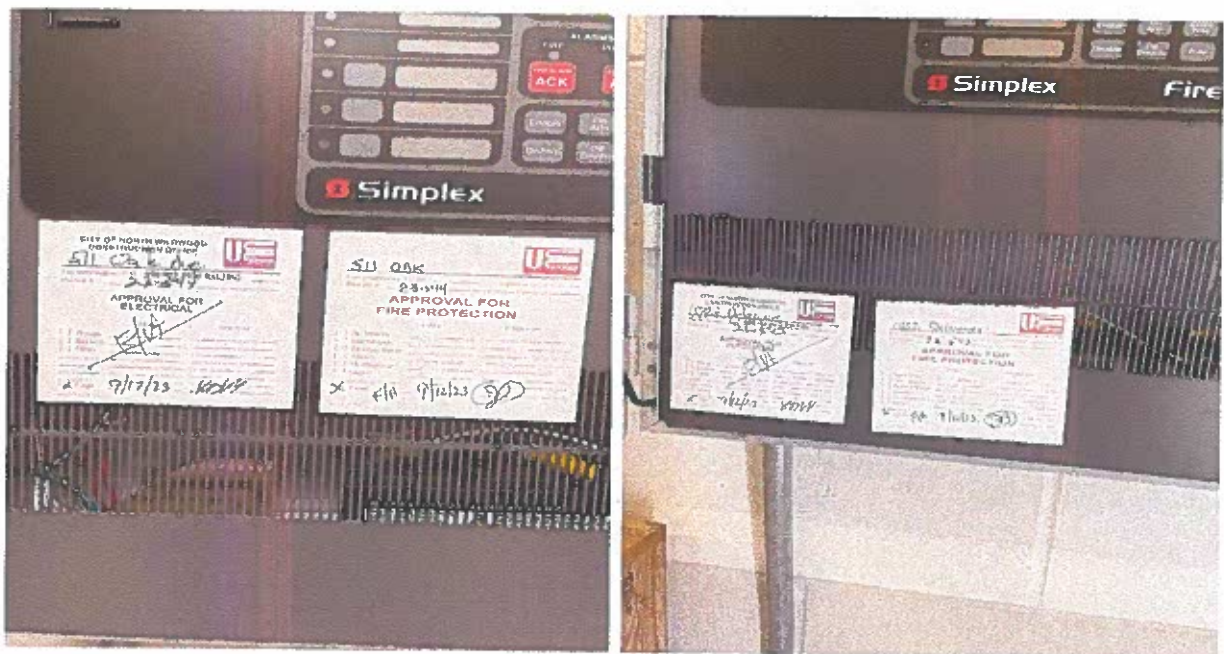
**WW/L Pump Maintenance**

Maintenance personnel replaced non-potable and dilution pump bearing and universal joints on the pump drive shafts.



**WW/L PS Fire Detection Install**

The Oak and 10th Avenue pumping stations fire detection system installations have been completed and passed final inspection. This installation was mandated by code enforcement.



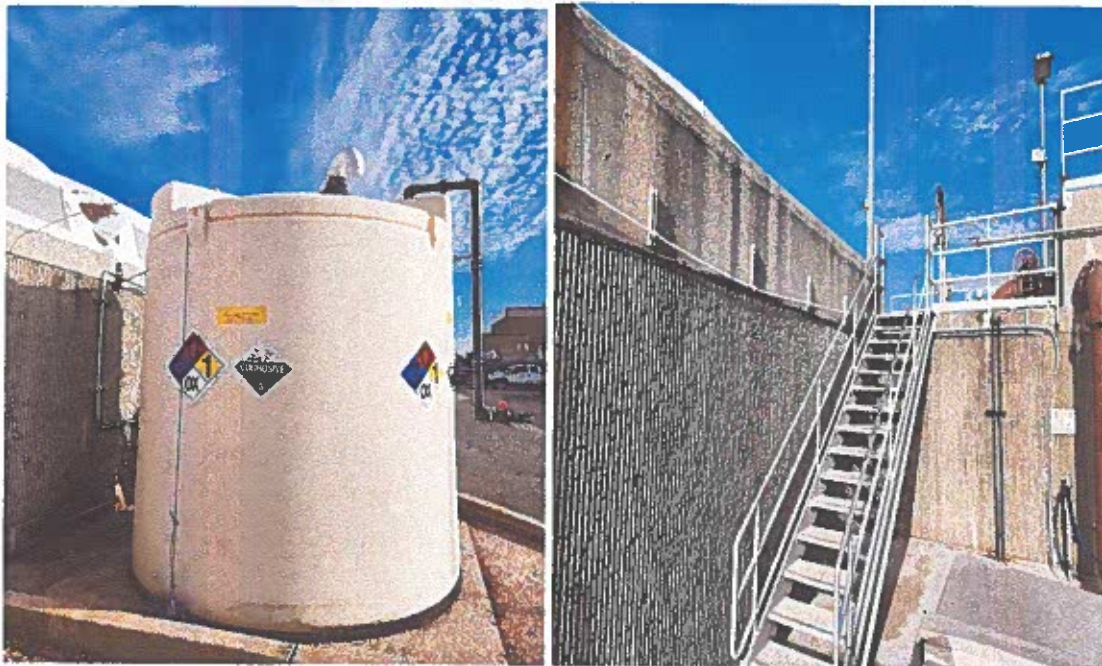
MEMORANDUM

October 12, 2023

Page 20

**WW/L Peroxide Tank Installation**

The peroxide tank system installation has been completed. The tank system is equipped with tank leak detection and level monitoring. Additionally, all conveyance piping was replaced with stainless steel tubing. The tank has been inspected by the chemical vendor for compliance with their safety protocols.



**MEMORANDUM**

October 12, 2023

Page 21

**SMM Clarifier Chain Drive Removal**

The chain and flight drive gearbox was removed from Primary Clarifier #1. These drives are on a schedule to be rebuilt over the next 2 seasons. This gearbox was sent to the machine shop for refurbishment and rebuilding.



**SMM RWBR Refurbishment**

The SMM operations team is currently in the process of rehabilitating the RWBR system. The team has removed the media (about 80 tons). Next they will complete repairs on the underdrain and backwash systems. Spot repair of failed coating inside and outside of the tank systems will also be conducted. Once these repairs have been completed, the crew will install new media and conduct start-up testing in April 2024.



MEMORANDUM

October 12, 2023

Page 22

**Mayville Pump Station**

The operations crew experienced a failure of one (1) out two (2) of the Mayville Pump Station pumps. As a result of this failure, a temporary bypass pump was mobilized to the station to supply redundancy and a back-up in the event the second pump fails. New pumps are ordered for this station and scheduled for installation this off season.



# Revenue Generating Solid Waste and Recycling Report 2023 Tonnage Through September 2023

Unaudited

COMPARISON TO 2023 BUDGET

COMPARISON TO PREVIOUS YEAR

Solid Waste Type	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Annual Budgeted Tons	September Budgeted Tons	September 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 %	Budgeted Tons	September 2023 vs. September 2022 Actual Tons	September 2023 vs. September 2022 %	YTD 2023 vs. YTD 2022 Actual Tons	YTD 2023 vs. YTD 2022 %
10 - Municipal	93,000	9,315	8,677	-838	-8.8%	75,192	73,042	-2,150	-2.9%	93,000	-194	-2.2%	-488	-0.7%
13 - Dry Bulky	4,300	442	408	-34	-7.7%	3,389	3,457	68	2.0%	4,200	-225	-5.5%	-887	-20.4%
13C - Construction & Demolition	58,500	4,658	6,183	1,525	32.7%	41,849	61,491	19,642	46.9%	58,500	835	1.9%	1,055	1.7%
23 - Vegetative	550	62	10	-52	-83.9%	479	170	-309	-64.5%	250	166	94.3%	865	83.6%
25 - Animal and Food Processing	750	75	89	14	18.7%	572	815	243	42.5%	548	-24	-21.2%	-73	-8.2%
27 - Dry Industrial	550	51	84	33	64.7%	445	650	205	46.1%	500	12	12.5%	-42	-8.1%
27A - Asbestos	631	71	42	-29	-40.8%	421	741	320	76.0%	629	110	72.4%	97	15.1%
<b>Total</b>	<b>158,281</b>	<b>14,874</b>	<b>15,493</b>	<b>619</b>	<b>4.2%</b>	<b>132,347</b>	<b>140,366</b>	<b>18,019</b>	<b>14.7%</b>	<b>157,627</b>	<b>-1,566</b>	<b>-9.2%</b>	<b>-3,313</b>	<b>-2.3%</b>
<b>Recycling Type</b>														
135R - Tires	94	12	11	-1	-8.3%	76	69	-7	-9.2%	94	7	38.9%	29	29.6%
137L - Oversized Tires	50	6	2	-4	-6.7%	38	31	-7	-18.4%	50	-2	-50.0%	12	27.9%
23BC - Bed Cleanout	3,600	236	536	300	127.1%	1,934	4,837	2,903	150.1%	2,000	164	44.1%	1,846	61.7%
23H - Brush, Branches	3,500	405	300	-105	-25.9%	2,630	2,707	77	2.9%	3,500	169	36.0%	612	18.4%
23C - Leaves & Grass	3,250	283	321	38	13.4%	2,596	3,606	1,010	38.9%	2,700	-8	-2.4%	434	13.7%
23S - Stumps	3,250	222	169	-53	-23.9%	2,522	2,112	-410	-16.3%	1,700	-224	-57.0%	3,613	-63.1%
<b>Total</b>	<b>13,744</b>	<b>1,164</b>	<b>1,339</b>	<b>175</b>	<b>15.0%</b>	<b>9,796</b>	<b>13,362</b>	<b>3,566</b>	<b>36.4%</b>	<b>10,044</b>	<b>246</b>	<b>-15.5%</b>	<b>-1,986</b>	<b>-12.9%</b>
<b>Overall Tonnage to Date:</b>	<b>172,025</b>	<b>16,038</b>	<b>16,832</b>	<b>794</b>	<b>5.0%</b>	<b>132,143</b>	<b>153,728</b>	<b>21,585</b>	<b>16.3%</b>	<b>167,671</b>	<b>-1,812</b>	<b>-9.7%</b>	<b>-5,299</b>	<b>-3.3%</b>

# Revenue Through September 2023

Unaudited

## COMPARISON TO 2023 BUDGET

Solid Waste Type	1 Annual Budgeted Revenue	2 September Budgeted Revenue	3 September Actual Revenue	4 Current vs.		5 Current vs.		6 Year to Date Budgeted Revenue	7 Year to Date Actual Revenue	8 YTD Actual vs. Budgeted Revenue	9 YTD Actual vs. Budgeted %	COMPARISON TO PREVIOUS YEAR			
				Budgeted Month Revenue	Budgeted Month %	Budgeted Month Revenue	Budgeted Month %					10 2022 Budgeted Revenue	11 September 2023 vs September 2022 Revenue	12 September 2023 vs September 2022 %	13 YTD 2023 vs YTD 2022 Revenue
10 - Municipal	\$7,585,080	\$776,043	\$707,696	-\$68,347	-8.8%	\$5,132,660	\$5,957,306	-\$824,646	-16.1%	-\$175,354	-2.9%	-\$1,629	-\$17,847	1.3%	
13 - Dry Bulky	\$350,708	\$36,050	\$33,276	-\$2,773	-7.7%	\$276,407	\$281,953	-\$5,546	-2.0%	\$5,546	2.0%	\$17,339	-\$65,393	-18.8%	
13C - Construction & Demolition	\$5,545,215	\$441,532	\$586,087	\$144,555	32.7%	\$3,966,867	\$5,828,732	\$1,861,865	46.9%	\$1,861,865	46.9%	-\$55,077	\$1,14,529	2.0%	
23 - Vegetative	\$44,858	\$5,057	\$816	-\$4,241	-83.9%	\$39,067	\$13,865	-\$25,202	-64.5%	-\$25,202	-64.5%	-\$13,257	-\$68,894	-83.2%	
25 - Animal and Food Processing	\$61,170	\$6,117	\$7,259	\$1,142	18.7%	\$46,652	\$66,471	\$19,819	42.5%	\$19,819	42.5%	-\$1,776	-\$4,533	-6.4%	
27 - Dry Industrial	\$43,538	\$4,037	\$6,649	\$2,612	64.7%	\$35,226	\$51,454	\$16,228	46.1%	\$16,228	46.1%	-\$676	\$1,346	-2.5%	
27A - Asbestos	\$87,867	\$9,887	\$5,849	-\$4,038	-40.8%	\$58,624	\$103,184	\$44,560	76.0%	\$44,560	76.0%	-\$14,553	\$16,746	19.4%	
<b>Total</b>	<b>\$13,718,436</b>	<b>\$1,278,722</b>	<b>\$1,347,632</b>	<b>\$68,909</b>	<b>5.4%</b>	<b>\$10,555,503</b>	<b>\$12,302,965</b>	<b>\$1,747,462</b>	<b>16.6%</b>	<b>\$1,747,462</b>	<b>16.6%</b>	<b>-\$104,306</b>	<b>\$68,956</b>	<b>0.6%</b>	
<b>Recycling Type</b>															
13SR - Tires	\$35,250	\$4,500	\$4,125	-\$375	-8.3%	\$28,500	\$25,875	-\$2,625	-9.2%	-\$2,625	-9.2%	-\$2,625	-\$10,875	-29.6%	
13TL - Oversized Tires	\$21,250	\$2,550	\$850	-\$1,700	-66.7%	\$16,150	\$13,175	-\$2,975	-18.4%	-\$2,975	-18.4%	-\$850	-\$5,100	-27.9%	
23BC - Bed Cleanout	\$136,800	\$8,968	\$20,368	\$11,400	127.1%	\$73,482	\$183,806	\$110,324	150.1%	\$110,324	150.1%	\$6,604	\$73,139	66.1%	
23H - Brush, Branches	\$135,000	\$15,390	\$11,400	-\$3,990	-25.9%	\$99,940	\$102,866	\$2,926	2.9%	\$2,926	2.9%	-\$5,953	-\$19,937	-16.2%	
23C - Leaves & Grass	\$45,500	\$3,962	\$4,494	\$532	13.4%	\$36,344	\$50,484	\$14,140	38.9%	\$14,140	38.9%	\$217	\$9,248	22.4%	
23S - Stumps	\$123,500	\$8,436	\$6,422	-\$2,014	-23.9%	\$95,836	\$80,256	-\$15,580	-16.3%	-\$15,580	-16.3%	-\$27	-\$5,619	-6.5%	
<b>Total</b>	<b>\$495,300</b>	<b>\$43,806</b>	<b>\$47,659</b>	<b>\$3,853</b>	<b>8.8%</b>	<b>\$350,262</b>	<b>\$456,462</b>	<b>\$106,200</b>	<b>30.3%</b>	<b>\$106,200</b>	<b>30.3%</b>	<b>-\$2,080</b>	<b>\$40,856</b>	<b>9.8%</b>	

## Overall Revenue to Date:

Waste and Recycling	\$14,213,736	\$1,322,528	\$1,395,291	\$72,762	5.5%	\$10,905,765	\$12,759,427	\$1,853,662	17.0%	\$1,853,662	17.0%	-\$106,386	\$109,812	0.9%
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1 - Solid Waste Items/VOC File (Monthly Income Report) 2023

# 2024 AUTHORITY BUDGET RESOLUTION

## CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

**FISCAL YEAR: FROM JANUARY 1, 2024 to DECEMBER 31, 2024**

**WHEREAS**, the Annual Budget and Capital Budget for the Cape May County Municipal Utilities Authority for the fiscal year beginning January 1, 2024 and ending December 31, 2024 has been presented before the Commissioners of the Cape May County Municipal Utilities Authority at its open public meeting of October 18, 2023; and

**WHEREAS**, the Annual Budget as introduced reflects Total Revenues of \$62,716,014., Total Appropriations, including any Accumulated Deficit, if any, of \$62,716,014., and Total Unrestricted Net Position utilized of \$-0.-, and

**WHEREAS**, the Capital Budget as introduced reflects Total Capital Appropriations of \$34,328,900., and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$-0.-, and

**WHEREAS**, the schedule of rents, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

**WHEREAS**, the Capital Budget/Program pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

**NOW, THEREFORE BE IT RESOLVED**, by the governing body of the Cape May County Municipal Utilities Authority, at an open public meeting held on October 18, 2023 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Cape May County Municipal Utilities Authority for the fiscal year beginning January 1, 2024 and ending December 31, 2024 is hereby approved; and

**BE IT FURTHER RESOLVED**, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

**BE IT FURTHER RESOLVED**, that the governing body of the Cape May County Municipal Utilities Authority will consider the Annual Budget and Capital Budget/Program for adoption on December 20, 2023.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(secretary)

**Governing Body**

**Member**

- Mr. Burns
- Ms. Callinan
- Ms. Heenan
- Mr. Matalucci
- Mr. Rixey
- Ms. Saduk
- Mr. Betts

**Aye**

**Recorded Vote**

**Nay**

**Abstain**

**Absent**

I hereby certify the foregoing to be a true and correct copy of Resolution No. 129-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of October 2023.

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

MEMORANDUM

TO: CMCMUA Authority Members  
FROM: Budget Review/Finance Committee  
William G. Burns, Jr., Chair  
Carol L. Saduk, Member  
Joseph V. Rizzuto, Member  
Robert P. Donato, Member  
DATE: October 12, 2023  
RE: Executive Summary - Solid Waste Management Program and Wastewater Management Program Proposed Fiscal Year 2024 Operations and 20-year Capital Budgets

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Mr. John Conturo, Solid Waste Management Program Manager, and Mr. Josh Palombo, Wastewater Management Program Manager, presented their respective Program's proposed Fiscal Year 2024 Operations and 20-year Capital Budgets to the Budget Review/Finance Committee on August 23, 2023. Authority-wide administrative expenses are reflected in the Wastewater Management Program's Operations Budget. In addition to the presentation of Budgets, the following subjects were discussed during the Committee meeting: funding the processing of Cape May County Single Stream recyclables in Year 2024 and budgetary impact of inflation on goods (i.e. fuel, chemicals, and electricity) vital to the operations of both Programs.

At the conclusion of presentation of the respective proposed Fiscal Year 2024 Wastewater Management Program and Solid Waste Management Program Operation and the 20-year Capital Budgets, the Committee authorized out of committee said budgets for presentation to the entire Authority Board for approval at the October 18, 2023 Regular Meeting.

The Public Hearings conducted during the October 4, 2023 Regular Meeting and subsequent approval by the Authority Board of both the Solid Waste Program "Solid Waste and Recycling User Fees and Surcharges" and the Wastewater Management Program report entitled "CMCMUA User Charge System, Wastewater Management Program User Charges" are anticipated to generate sufficient revenues to meet operating expenses, capital expenditures, and debt service requirements as presented in both Program Budgets.

The following is an Executive Summary of the Solid Waste Management Program and Wastewater Management Program proposed Fiscal Year 2024 Operations and 20-year Capital Budgets.

Solid Waste Management Program

- The proposed 2024 Solid Waste Management Program Operations Budget anticipates total revenues of \$18,588,541 of which \$14,409,464 is anticipated to be generated through Solid Waste and Recycling tipping fees. Total anticipated revenues for 2024 are \$331,005 greater than the total anticipated revenues in the adopted 2023 Operations Budget. Through Resolution No. 112-23, the CMCMUA authorized the transfer of \$1,663,577 of 2021 Excess Revenues from the Future



Construction Fund to the IPF Rate Stabilization Fund to partially subsidize the total cost associated with processing Cape May County recyclables in 2024; therefore the \$1,663,577 is recognized as revenue in the 2024 Solid Waste Management Program Operations Budget. Non-operating revenues of \$660,000 is for anticipated interest income.

- Tonnage projections for Municipal Waste (Type 10), Bulky Waste (Type 13), Vegetative Waste (Type 23), Animal & Food Waste (Type 25), Dry Industrial Waste (Type 27), and Asbestos Waste (Type 27A) were determined considering three, five, and seven-year average, Xcel forecast and trend model, and prior year tonnage.
- Tonnage projection for Construction and Demolition Waste, (Type 13C) remains budgeted at 58,500 tons.
- Total projected Solid Waste tonnage for 2024 is 155,056 tons or 3,225 tons less than the 158,281 tons projected in the 2023 Operations Budget.
- Development of anticipated revenues for the proposed Operations Budget used a tipping fee increase of 2.0% per ton from the current tipping fee for Municipal Waste (Type 10), Bulky Waste (Type 13), Vegetative Waste (Type 23), and Animal & Food Waste (Type 25).
- Development of anticipated revenues for the proposed Operations Budget used a tipping fee increase of 3.75% per ton from the current tipping fee for Construction and Demolition Waste (Type 13C), Dry Industrial (Type 27), and Asbestos (Type 27A).
- Proposed total cost of providing service of \$12,850,910 is \$177,962 less than the adopted 2023 Operations Budget.
- Debt service (principal and interest) remains relatively unchanged in 2024 compared to 2023, as the Solid Waste Management Program continues to make payments on outstanding debt.
- The 20-year Future Construction Fund, 20-year Building & Site Maintenance Fund, and 20-year Equipment Fund are supported at \$750,000, \$40,000, and \$1,190,000, respectively in the Operations Budget.
- Development of the 20-year Capital Future Construction Program, 20-year Capital Building and Site Maintenance Plan, and Equipment Replacement continues with planned project costs totaling \$7,265,000 Million for 2024.

#### Wastewater Management Program

- The proposed 2024 Wastewater Management Program Operations Budget anticipates total revenues of \$46,127,473. Non-operating revenues of \$2,000,000 is for anticipated interest income. Revenue generated from the Wastewater Management Program Participants is \$38,142,769.
- The 2024 proposed Wastewater Management Program Operations Budget recommends an overall increase of \$748,257 or 2.00% over the 2023 adopted Wastewater Management Program Operation Budget billed to Wastewater Management Program Participants. The User Charge System – Rate Setting Report distributed to Participants each year, presents expenses and revenues from the previous three (3) budget years, the proposed budget year, and projects the successive three (3) budget years. In the User Charge System – Rate Setting Report distributed to Participants for consideration of the 2023 Wastewater Management Program Operations Budget, the CMCMA projected a 2.75% increase to Participants for budget year 2024. Due to the conservative interest income projection for 2024, the overall 2% increase to Participants for 2024, as compared to the projected 2.75% increase, is sufficient to support Wastewater Management Program’s operations.

Projected increases for budget years 2025, 2026, and 2027 are 2.50%, 3.00%, and 3.00%, respectively.

- Proposed total cost of providing service of \$18,269,881 is \$1,431,275 more than the adopted 2023 Operations Budget.
- Contribution to the Renewal & Replacement Fund in 2024 amounts to \$15.860 Million.
- Debt service (principal and interest) remains relatively unchanged in 2024 compared to 2023, as the Wastewater Management Program continues to make payments on outstanding debt.
- Development of the 20-year Capital Renewal and Replacement Program continues with planned project costs totaling \$27,063,900 Million for 2024.

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
WASTEWATER MANAGEMENT PROGRAM  
2024 PROPOSED OPERATIONS BUDGET SUMMARY**

<u>REVENUES</u>	<u>2023 ADOPTED BUDGET</u>	<u>2024 PROPOSED BUDGET</u>	<u>\$ (+/-)</u>
Total Operating Revenues	\$ 41,280,710	\$ 44,127,473	\$ 2,846,763
Total Non-Operating Revenues	\$ 600,000	\$ 2,000,000	\$ 1,400,000
Total Anticipated Revenues	\$ 41,880,710	\$ 46,127,473	\$ 4,246,763
 <u>APPROPRIATIONS</u>			
Total Administration	\$ 8,637,930	\$ 9,119,497	\$ 481,567
Total Cost of Providing Services	\$ 16,838,606	\$ 18,269,881	\$ 1,431,275
Total Principal Payments on Debt Service in Lieu of Depreciation	\$ 747,562	\$ 760,930	\$ 13,368
Total Operating Appropriations	\$ 26,224,098	\$ 28,150,308	\$ 1,926,210
Total Interest Payments on Debt	\$ 132,612	\$ 117,165	\$ (15,447)
Total Other Non-Operating Appropriations	\$ 15,524,000	\$ 15,860,000	\$ 336,000
Total Non-Operating Appropriations	\$ 15,656,612	\$ 15,977,165	\$ 320,553
Total Appropriations and Accumulated Deficit	\$ 41,880,710	\$ 44,127,473	\$ 2,246,763
Net Total Appropriations	\$ 41,880,710	\$ 44,127,473	\$ 2,246,763

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
SOLID WASTE MANAGEMENT PROGRAM  
2024 PROPOSED OPERATIONS BUDGET SUMMARY**

<u>REVENUES</u>	<u>2023 ADOPTED BUDGET</u>	<u>2024 PROPOSED BUDGET</u>	<u>\$ (+/-)</u>
Total Operating Revenues	\$ 16,130,536	\$ 16,102,964	\$ (27,572)
Total Non-Operating Revenues	\$ 2,127,000	\$ 2,485,577	\$ 358,577
Total Anticipated Revenues	\$ 18,257,536	\$ 18,588,541	\$ 331,005
 <u>APPROPRIATIONS</u>			
Total Administration	\$ 2,643,356	\$ 3,002,090	\$ 358,734
Total Cost of Providing Services	\$ 13,028,872	\$ 12,850,910	\$ (177,962)
Total Principal Payments on Debt Service in Lieu of Depreciation	\$ 539,356	\$ 548,526	\$ 9,170
Total Operating Appropriations	\$ 16,211,584	\$ 16,401,526	\$ 189,942
Total Interest Payments on Debt	\$ 55,671	\$ 49,959	\$ (5,712)
Total Other Non-Operating Appropriations	\$ 1,990,281	\$ 2,137,056	\$ 146,775
Total Non-Operating Appropriations	\$ 2,045,952	\$ 2,187,015	\$ 141,063
Total Appropriations and Accumulated Deficit	\$ 18,257,536	\$ 18,588,541	\$ 331,005
Net Total Appropriations	\$ 18,257,536	\$ 18,588,541	\$ 331,005

**RESOLUTION NO. 130-23**

**RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT MUA-58-22 (ITEMS I, II, III AND V) WITH DALEY'S PIT – FURNISH AND DELIVER RECYCLED CONCRETE AGGREGATE, RECYCLED BITUMINOUS ASPHALT AGGREGATE AND 3/8-INCH STONE PURSUANT TO RESOLUTION NO. 143-22**

**WHEREAS**, on October 19, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 143-22 awarding Daley's Pit Contract MUA-58-22 – Furnish and Deliver Recycled Concrete Aggregate, Recycled Bituminous Asphalt Aggregate and 3/8-inch Stone ("Contract", Items I, II, III and V); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and Daley's Pit to continue the Contract, by mutual consent, without change in price, terms or conditions, for two (2) additional 12-month periods; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the Authority is desirous of executing the first 12-month extension of the Contract with Daley's Pit without change in price, terms or conditions and, therefore, the Authority wishes to continue the Contract; and,

**WHEREAS**, compensation to Daley's Pit under the continuation of said Contract authorized by this Resolution will be provided based upon the per ton Unit Prices contained in the Proposal submitted on September 22, 2022, by Daley's Pit, for said Contract for a total not-to-exceed amount of \$149,000.00 for Item I; \$18,000.00 for Item II; \$4,625.00 for Item III; and \$16,000.00 for Item V; 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 MUA-58-22 Items I, II, III and V is extended through October 30, 2024.
3. The total not-to-exceed budget for this extended 12-month term for all services provided by Daley's Pit under Contract MUA-58-22 Item I \$149,000.00; Item II \$18,000.00; Item III \$4,625.00; and Item V \$16,000.00 are based upon the per ton Unit Prices contained in Daley's Pit's Proposal submitted on September 22, 2022, subject to Year 2023 and Year 2024 Solid Waste and Wastewater Management Programs 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 to Furnish and Deliver Recycled Concrete Aggregate, Recycled Bituminous Asphalt Aggregate and 3/8-inch Stone under Contract MUA-58-22 (Items I, II, III and V) 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 \$149,000.00 for Item I; \$18,000.00 for Item II; \$4,625.00 for Item III; and \$16,000.00 for Item V.

	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. 130-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of **October 2023**.

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

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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver Recycled Concrete Aggregate, Recycled Bituminous Asphalt Aggregate and 3/8-inch Stone

**Purpose and Scope of Contract:** The purpose and scope of this Contract is to secure a vendor to furnish and deliver various sized recycled and processed aggregate products for use in maintaining roads and storm water control devices, and miscellaneous construction projects at various CMCMA facilities. Item I: 3" to 5" Recycled Concrete Aggregate; Item II: 3/4" Recycled Concrete Aggregate; Item III: 3/4" Recycled Bituminous Asphalt Aggregate; Item V: 3/4-inch Rounded Stone

**PROCUREMENT INFORMATION**

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

**Contract Number:** MUA-58-22 **Term of Contract:** One (1) Year **Option to Renew:**  No  
 Items I, II, III and V  Yes: Two (2), one (1) year contract extensions

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

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

**Engineer's Estimate:** Item I - \$260,000.00; Item II - \$37,000.00, Item III - \$17,000.00; Item V - \$32,000.00

**Advertisement Date:** September 9, 2022 **Opening Date:** September 22, 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: October 31, 2023 through October 30, 2024; Options to Renew remaining: 1  
 Reject, Basis:

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** Daley's Pit **Address:** 356 Main Street  
 P.O. Box 39  
 South Seaville, NJ 08246

**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

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

**Contract Value, Not-To-Exceed:** Item I - \$149,000.00; Item II - \$18,000.00, Item III - \$4,625.00; Item V - \$16,000.00

**Contract Spending Previous Contract Year to Date:** Item I: SW \$19,666.51, WW \$0; Item II: SW \$1,686.90, WW \$0;  
 Item III: SW \$355.84, WW \$; Item V: SW \$0, WW \$0

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

10-13-2023   
 Date Joshua Palombo, WW Program Manager

10/13/23  
 Date

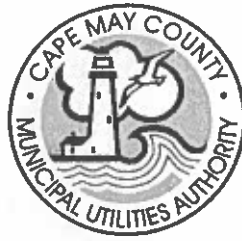
  
 \_\_\_\_\_  
 John R. Conturo, SW Program Manager

10/12/23   
 Date Robert P. Donato, Chief Financial Officer

10/13/2023  
 Date

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

10/11/23  
 Date



## 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

Date: October 3, 2023

Ms. Maria Daley  
Daley's Pit Holding Co. LLC  
354 Main Street  
P.O. Box 39  
South Seaville, New Jersey 08246

RE: Contract MUA-58-22 (Items I, II, III and V) Furnish and Deliver Recycled Concrete Aggregate, Recycled Bituminous Asphalt Aggregate and 3/8-Inch Stone – RENEWAL 1 of Two (2) One (1) Year Renewal Options

Dear Ms. Daley,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend Contract MUA-58-22 (Items I, II, III and V) for an additional one (1) year period subject to the same terms and conditions as the original Agreement; a copy of the original contract is attached hereto for your use and reference.

If in concurrence of same, Daley's Pit Holding Co. LLC, will Furnish and Deliver Recycled Concrete Aggregate, Recycled Bituminous Asphalt Aggregate and 3/8-Inch Stone, for an additional one (1) year period, from October 31, 2023 through October 30, 2024, at the same terms and conditions as set forth in the original Agreement, dated October 31, 2022, for a total Contract not to exceed amount of \$187,625.00, with a Line Item Detail as Follows:

Item I – 3' to 5" Recycled Concrete Aggregate

- A. Delivered: per ton Unit Price \$14.90
- B. Picked-up: per ton Unit Price \$12.57

Item II – 3/4" Recycled Concrete Aggregate

- A. Delivered: per ton Unit Price \$18.00
- B. Picked-up: per ton Unit Price \$16.00

Item III – 3/4" Recycled Bituminous Asphalt Aggregate

- A. Delivered: per ton Unit Price \$9.25
- B. Picked-up: per ton Unit Price \$7.10

Item V – 3/8" Single Washed Stone

- A. Delivered: per ton Unit Price \$16.00
- B. Pick-up: per ton Unit Price \$14.00



Pursuant to New Jersey Public Law P.L. 2012, c.25 (N.J.S.A. 52:32-55 and N.J.S.A. 40A: 11-2.1 ), any person or entity that submits a Bid or Proposal or otherwise proposes to enter into or renew a contract ...” must complete and submit, prior to contract award or renewal, the enclosed Disclosure of Investment Activities in Iran certification form. Please complete this form and return it with the original signed copy of this letter.

You will also need to provide an updated Insurance Certificate with the Cape May County Municipal Utilities Authority named as a Certificate Holder along with the endorsement pages. You will receive an email under separate cover from [mogaheykw@cmcmua.com](mailto:mogaheykw@cmcmua.com) providing examples of the Insurance Certificate (Accord Form) and Endorsements pages.

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

Maria Daley 10/4/23  
Maria Daley (Oct 4, 2023 09:52 EDT)  
Signature Date

Maria Daley

\_\_\_\_\_  
Name (Please Print or Type)

KWM:

Attachments; One (1)

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

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

Pursuant to N.J.S.A. 52:32-55, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract **must complete and submit prior to contract award or renewal**, 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/purchase/pdf.Chapter25List.pdf>. Bidders/proposers **must** review this list prior to completing the below certification. If the Cape May County Municipal Utilities Authority finds a person or entity to be in violation of the principles which are the subject of this law, it 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 N.J.S.A. 52:32-55, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) that neither the bidder/proposer listed below nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran. 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/proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury'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.

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

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

Name: <u>Maria Daley</u>	Relationship to Bidder/Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Proposer 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/Proposer (Company): Daley's Pit Holding Co., LLC  
Signature: *Maria Daley* Title: office manager  
Print Name: Maria Daley




# MUA-58-22-RENEWAL 1 - letter of concurrence complete- fillable

Final Audit Report

2023-10-04

Created:	2023-10-03
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbRkYnP864_3Pbd6hPXW7_s4AozrJqI3C

## "MUA-58-22-RENEWAL 1 - letter of concurrence complete- fillable" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)  
2023-10-03 - 6:48:17 PM GMT- IP address: 108.11.5.202
-  Document emailed to Maria Daley (daleyspit@verizon.net) for signature  
2023-10-03 - 6:50:37 PM GMT
-  Email viewed by Maria Daley (daleyspit@verizon.net)  
2023-10-04 - 1:46:03 PM GMT- IP address: 69.141.231.190
-  Document e-signed by Maria Daley (daleyspit@verizon.net)  
Signature Date: 2023-10-04 - 1:52:00 PM GMT - Time Source: server- IP address: 69.141.231.190
-  Agreement completed.  
2023-10-04 - 1:52:00 PM GMT

Cape May County Municipal Utilities Authority

**RESOLUTION NO. 131-23**

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 TO  
CONTRACT SM-55-22 – FURNISH AND INSTALL BACKFLOW PREVENTER UNITS  
FOR SEVEN MILE BEACH/MIDDLE WASTEWATER TREATMENT FACILITY  
WITH WEST BAY CONSTRUCTION, INC.**

BE IT RESOLVED by the Members of the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") that the following Change Order, recommended by the CMCMUA's Senior Project Engineer, regarding Contract SM-55-22 – Furnish and Install Backflow Preventer Units for Seven Mile Beach/Middle Wastewater Treatment Facility with West Bay Construction, Inc. is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: Decrease total amount by \$38,476.13

Work Involved: This Change Order represents a decrease in the total Contract Amount to account for allowance money that was not necessary.

Impact on Contract Schedule: Increase 34 Calendar Days

BE IT FURTHER RESOLVED, that the Authority's Executive Director or Deputy Director are authorized to execute any documents necessary to complete this authorization.

	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. 131-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of October 2023.

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

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

**PROJECT INFORMATION**

**Program:**  Wastewater    Solid Waste    Administration  
**Funding:**  Operating Budget    Capital    SW Building & Site Maintenance    SW Equipment Fund  
**Project Name/Contract Number:** Furnish and Install Backflow Preventer Units for Seven Mile Beach/Middle Wastewater Treatment Facility SM-55-22

**Original Purpose and Scope of Contract:** The purpose and scope of this contract is for a contractor to provide labor, superintendence, materials, construction facilities, tools, and equipment necessary and required for the installation of a 6" RPZ Backflow Preventer with 3" RPZ bypass system for the potable water supply and a separate unit for the fire supply system at the Seven Mile Beach/Middle Wastewater Treatment Facility. The RPZ Backflow Preventers are to reduce or eliminate the potential of cross contamination from the non-potable water system to the potable water supply. The RPZ unit will be housed within a prefabricated shed structure.

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** West Bay Construction, Inc.      **Address:** 133 Pleasant Avenue  
Absecon, NJ 08201

**CHANGE ORDER INFORMATION**

**Change Order Number:** #1

**Change Order Scope:** This Change Order decreases the Contract amount by \$ 38,476.13 from \$ 525,000.00 to \$ 486,523.87 and increases the Contract Time by 34 calendar days from August 19, 2023 to September 22, 2023. This change order will close out the project.

**Change Order Description:** Item 8 Allowance for Unforeseen Conditions (If and Where Directed): When this project began, it was expected that miscellaneous conditions would be discovered that would require immediate attention once the existing water mains were excavated and exposed for connection and tie in to the Backflow Preventer System. As a result, this pay item was established such that the necessary work could be done on an "if and where" directed basis. To date, \$ 11,523.87 of the original \$ 50,000.00 allowance amount has been dedicated and encumbered to resolve unforeseen conditions that have been encountered. This change order reduces the allowance by \$ 38,476.13, or unencumbered funds, thereby reducing the total contract amount by the same. Time Extension Request: Due to material delays and unforeseen conditions during excavation, a request was made for additional time to complete the project.

**Original Contract Value:** \$ 525,000.00  
**Value of this Change Order:** (-\$ 38,476.13)  
**Cumulative Change Order Value, including this Change Order:** (- \$38,476.13)  
**New Contract Value, including this Change Order:** \$ 486,523.87  
**Contract Completion Date Prior to this Change Order:** August 19, 2023  
**Time Extension, this Change Order:** 34 Calendar Days  
**Total Change Order Contract Time Extension:** 34 Calendar Days  
**Cumulative Change Order % of Original Contract:** -7.33 %

  
 \_\_\_\_\_ / 10-13-2023  
 Kevin McGahey, Purchasing Agent      Date

  
 \_\_\_\_\_ / 10/12/23  
 Joshua Palombo, Program Manager      Date

  
 \_\_\_\_\_ / 10/13/2023  
 Robert P. Donato, Chief Financial Officer      Date

  
 \_\_\_\_\_ / 10/12/2023  
 Thomas J. LaRocco, Chief Engineer      Date

  
 \_\_\_\_\_ / 10/11/23  
 Joseph V. Rizzuto, Executive Director      Date

CHANGE ORDER

Cape May County MUA Contract SM – 55-22 Change Order No. 1

The CONTRACTOR is hereby directed to make the following changes in this contract.

1. SCOPE OF WORK:

This Change Order decreases the Contract amount by \$ 38,476.13 from \$525,000.00 to \$ 486,523.87 and increases the Contract Time by 34 calendar days from August 19, 2023 to September 22, 2023. This change order will close out the project.

2. REASON FOR THIS CHANGE ORDER:

**Change Order Description:**

**Item 8 Allowance for Unforeseen Conditions (If and Where Directed):**

When this project began, it was expected that miscellaneous conditions would be discovered that would require immediate attention once the existing water mains were excavated and exposed for connection and tie in to the Backflow Preventer System. As a result, this pay item was established such that the necessary work could be done on an "if and where" directed basis. To date, \$ 11,523.87 of the original \$ 50,000.00 allowance amount has been dedicated and encumbered to resolve unforeseen conditions that have been encountered. This change order reduces the allowance by \$ 38,476.13, or unencumbered funds, thereby reducing the total contract amount by the same.

**Time Extension Request:**

Due to material delays and unforeseen conditions during excavation, a request was made for additional time to complete the project.

3. REFERENCES:

Refer:  
Attachment A - Item 8, Attachment B - Time Extension Request

4. CONTRACT AMOUNT:

Contract Amount Prior to this Change Order:	.....	\$ 525,000.00
(Increase) <u>(Decrease)</u> Lump Sum Dollars:	.....	\$ 38,476.13
New Contract Amount Including this Change Order:	.....	\$ 486,523.87

5. CONTRACT TIME:

Contract Completion Date Prior to this Change Order:	.....	August 19, 2023
<u>(Increase)</u> <del>(Decrease)</del> Calendar Days:	.....	34 Days
New Contract Completion Date Including this Change Order:	.....	September 22, 2023

This change order constitutes full mutual accord and satisfaction for all costs related directly or indirectly to this change. By acceptance of this change order, the Contractor hereby acknowledges and agrees that the change order represents the total equitable adjustment owed under the Contract, and further agrees to waive all right, without reservation or exception, to file any further claim or request for change arising out of or as a result of this change order or the cumulative impact of changes on the Contract. Except as hereby modified, all terms and conditions of the contract remain unchanged and in full force and effect.

**CONTRACTOR/ ADDRESS:**

West Bay Construction, Inc.  
133 Pleasant Avenue  
Absecon, NJ 08201

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**OWNER/ADDRESS:**

Cape May County MUA  
1523 Route 9 North  
Cape May Court House, NJ 08210

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED:**

Cape May County MUA  
1523 Route 9 North  
Cape May Court House, N.J. 08210

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## Attachment A





**Scope of Additional Work:**

This is a cost summary to supply labor & material for install of a new 3/4" water service off the domestic line located at the CMCMUA Seven Mile WWT Facility, Reuse building. As Requested on June 14, 2023 by George Hann, Senior Project Engineer. Work to be completed co-current with tie-in/wet tap.

**Scope of Additional Work:**

<u>Exp.Date</u>	<u>Class</u>	<u>No.</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>	
02/29/24	Gen Foreman	0	\$52.80	-	\$0.00	
02/29/24	Laborer, Foreman	1	\$51.80	4.00	\$207.20	
02/29/24	Laborer, C	1	\$48.25	4.00	\$193.00	
02/29/24	Labor, D	1	\$47.55	4.00	\$190.20	
06/30/24	O.E. "A"	1	\$59.22	4.00	\$236.88	
06/30/24	O.E. "B"	0	\$57.63	-	\$0.00	
					\$827.28	
					Subtotal	\$827.28

**B- Labor Fringe Benefits**

<u>Exp.Date</u>	<u>Class</u>	<u>No.</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>	
02/29/24	Gen Foreman	0	\$35.73	-	\$0.00	
02/29/24	Laborer, Foreman	1	\$35.73	4.00	\$142.92	
02/29/24	Laborer, C	1	\$35.73	4.00	\$142.92	
02/29/24	Labor, D	1	\$35.73	4.00	\$142.92	
06/30/24	O.E. "A"	1	\$37.65	4.00	\$150.60	
06/30/24	O.E. "B"	0	\$37.65	-	\$0.00	
					\$579.36	
					Subtotal	\$579.36

**C- Insurance, & Taxes**

<u>Description</u>	<u>Rate</u>	<u>Labor Total</u>	<u>Extension</u>	
T.D. & Wage Bond	2.00%			
FICA & Medicare	7.65%			
NJ Unemploy.& F.L.	5.69%			
FUTA	0.80%			
Gen. Liability (91560)	6.32%			
Workers Comp. (5213)	12.67%			
Prop. & Umbrella	19.00%			
	\$4.13%	\$827.28	\$447.81	
			Subtotal	\$447.81

**D- Material/Services/Subcontractors**

<u>Qty.</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>	
1.0	RL	3/4" x 60' K-Copper	\$ 359.40	\$ 359.40	
1.0	UN	3/4" H-15008 Corp CC X Comp (CTS)	\$ 57.28	\$ 57.28	
1.0	UN	3/4" H-15209 Curb Stop Comp x Comp (CTS)	\$ 117.26	\$ 117.26	
1.0	UN	H-10314 Telescopic Curb Box W/3-4" Bury	\$ 68.00	\$ 68.00	
1.0	LS	Shoring (outside Rental)	\$ 1,069.00	\$ 1,069.00	
				\$ 1,670.94	
				Subtotal	\$ 1,670.94

**E- Equipment (WBC)**

<u>Description</u>	<u>No.</u>	<u>Rate</u>	<u>Work Day</u>	<u>Extension</u>	
Excavator, Cat 314	1	\$ 1,140.00	0.50	\$570.00	
Box Truck With Tools	1	\$ 520.00	0.50	\$260.00	
Truck, Pickup, F250 Reg., 4x2	1	\$ 350.00	0.50	\$175.00	
Tapping Machine	1	\$ 475.00	0.50	\$237.50	
				\$1,242.50	
				Subtotal	\$1,242.50

**B- Overhead**

<u>Rate</u>	<u>10.00%</u>	<u>Extension</u>	
A	Labor	\$827.28	
B	Fringe	579.36	
C	Insur./Tax	447.81	
D	Sub/Mat	1,670.94	
E	Equipment	\$1,242.50	
	Total	\$4,767.89	
		X 10.00% = \$476.79	
		Subtotal	\$ 476.79

**G- Profit**

<u>Rate</u>	<u>10.00%</u>	<u>Extension</u>	
A	Labor	\$827.28	
B	Fringe	579.36	
C	Insur./Tax	447.81	
D	Sub/Mat	1,670.94	
E	Equipment	1,242.50	
	Total	\$4,767.89	
		X 10.00% = \$476.79	
		Subtotal	\$ 476.79

**Summary**

Scope of Additional Work:	\$827.28	
B- Labor Fringe Benefits	\$579.36	
C- Insurance, & Taxes	\$447.81	
D- Material/Services/Subcontractors	\$1,670.94	
E- Equipment (WBC)	\$1,242.50	
B- Overhead	\$476.79	
G- Profit	\$ 476.79	
	<u>Sub TOTAL</u>	\$5,721.46
		TRUE
	Sub TOTAL	\$ 5,721.46
	NJ Sales Tax 6.625%	N/A
Bond Adjustment	1%	\$ -
	<b>Total</b>	<b>\$ 5,721.46</b>

**Scope of Additional Work:**

This is a cost summary for additional fittings & labor to make tie-in connection from water mains to backflow preventer lines.  
Domestic: 7 - 6" Mega lugs, 1- 45 deg bend, 3- 22 deg bend, 1- 11-1/4 deg bend, 1- 6" Hymax  
Fire: 8- 6" mega lugs, 3-22 deg bend

**Scope of Additional Work:**

Exp.Date	Class	No.	Rate	Hours	Extension	
02/29/24	Gen Foreman	0	\$52.80	-	\$0.00	
02/29/24	Laborer, Foreman	1	\$51.80	4.00	\$207.20	
02/29/24	Laborer, C	1	\$48.25	4.00	\$193.00	
02/29/24	Labor, D	1	\$47.55	4.00	\$190.20	
06/30/24	O.E. "A"	1	\$59.22	4.00	\$236.88	
06/30/24	O.E. "B"	0	\$57.63	-	\$0.00	
					\$827.28	
					Subtotal	\$827.28

**B- Labor Fringe Benefits**

Exp.Date	Class	No.	Rate	Hours	Extension	
02/29/24	Gen Foreman	0	\$35.73	-	\$0.00	
02/29/24	Laborer, Foreman	1	\$35.73	4.00	\$142.92	
02/29/24	Laborer, C	1	\$35.73	4.00	\$142.92	
02/29/24	Labor, D	1	\$35.73	4.00	\$142.92	
06/30/24	O.E. "A"	1	\$37.65	4.00	\$150.60	
06/30/24	O.E. "B"	0	\$37.65	-	\$0.00	
					\$579.36	
					Subtotal	\$579.36

**C- Insurance, & Taxes**

Description	Rate	Labor Total	Extension	
T.D. & Wage Bond	2.00%			
FICA & Medicare	7.65%			
NJ Unemploy.& F.L.	5.69%			
FUTA	0.80%			
Gen. Liability (91560)	6.32%			
Workers Comp. (5213)	12.67%			
Prop. & Umbrella	19.00%			
	54.13%	\$827.28	\$447.81	
			Subtotal	\$447.81

**D- Material/Services/Subcontractors**

Qty.	Units	Description	Unit Price	Extension	
1	UN	6" Smith-Blair Coupling	\$ 302.68	\$ 302.68	
15.0	UN	6" Mega Lug Kits (DIP)	\$ 61.97	\$ 929.55	
6.0	UN	6" MJ 22.5 Deg Bends	\$ 122.81	\$ 736.86	
1.0	UN	6" MJ 11.25 Deg Bends	\$ 127.02	\$ 127.02	
1.0	UN	6" MJ 45 Deg Bends	\$ 134.59	\$ 134.59	
				\$ 1,928.02	
				Subtotal	\$ 1,928.02

**E- Equipment (WBC)**

Description	No.	Rate	Work Day	Extension	
Excavator, Cat 314	1	\$ 1,140.00	0.50	\$570.00	
Box Truck With Tools	1	\$ 520.00	0.50	\$260.00	
Truck, Pickup, F250 Reg., 4x2	1	\$ 350.00	0.50	\$175.00	
				\$1,005.00	
				Subtotal	\$1,005.00

**B- Overhead**

Rate	10.00%	Extension	
A Labor		\$827.28	
B Fringe		579.36	
C Insur./Tax		447.81	
D Sub/Mat		1,928.02	
E Equipment		\$1,005.00	
Total	X 10.00%	\$478.75	
		Subtotal	\$ 478.75

**G- Profit**

Rate	10.00%	Extension	
A Labor		\$827.28	
B Fringe		579.36	
C Insur./Tax		447.81	
D Sub/Mat		1,928.02	
E Equipment		1,005.00	
Total	X 10.00%	\$478.75	
		Subtotal	\$ 478.75

**Summary**

Scope of Additional Work:	\$827.28	
B- Labor Fringe Benefits	\$579.36	
C- Insurance, & Taxes	\$447.81	
D- Material/Services/Subcontractors	\$1,928.02	
E- Equipment (WBC)	\$1,005.00	
B- Overhead	\$478.75	
G- Profit	\$ 478.75	
	<u>Sub TOTAL</u>	\$5,744.96
		TRUE
	Sub TOTAL	\$ 5,744.96
	NJ Sales Tax 6.625%	N/A
Bond Adjustment	1%	\$ 57.45
	<b>Total</b>	<b>\$ 5,802.41</b>

## Attachment B



# WEST BAY CONSTRUCTION, INC.

*General Contractors*

133 Pleasant Avenue  
Absecon, NJ 08201  
Phone (609) 380-7065  
Fax (609) 573-5955  
info@westbayinc.net

27 September 2023

George E. Hann, Jr., PE  
Senior Project Engineer  
Cape May Court House MUA  
1523 Route 9 North  
Cape May Court House, NJ 08210

**Re: Final Completion  
CMCMUA, Seven Mile BFP Project  
1306 Moore Road, CMCH, NJ 08210  
Contract# SM-55-22  
WBC Job # C-460**

Mr. Hann,

As of September 22, 2023, West Bay Construction has completed all punch list items and reached final completion and final inspection by the city for work associated with the above referenced project.

We appreciate the opportunity to work with you on this project, and look forward to the next. If you have any questions or comments regarding this information, please do not hesitate to contact me.

Respectfully yours,  
**West Bay Construction, Inc.**

Justin Ramogasse  
Project Manager



# WEST BAY CONSTRUCTION, INC

*Engineers & Contractors*

133 Pleasant Avenue  
Absecon, NJ 08201  
Phone (609) 380-7065  
Fax (609) 573-5935  
www.westbayinc.net

18 September 2023

Cape May County MUA  
1523 Route 9 North  
Cape May Court House, NJ 08210

Attn: George E. Hann, Jr., PE  
Senior Project Engineer

Re: Furnish & Install Backflow Preventers, Seven Mile Beach/Middle WWTF  
Contract No. SM-55-22  
WBC# C460

Subj: Request for Extension of Time

Dear Mr. Hann,

West Bay Construction was given a Notice to Proceed on March 22, 2023 which makes the current contract completion date August 19, 2023. However, due material delays, unforeseen conditions during excavation and final inspections by the city, we respectfully request an additional contract time extension for an additional 69 calendar day which would change the date of completion to October 27, 2023.

- Punch list items & Substantial Completion by October 13
- Final Inspections & Final Completion on or before October 27

Please feel free to reach out if any additional information is required. We look forward to receiving your response.

Respectfully yours,  
**West Bay Construction, Inc.**  
Justin Ramogasse  
Project Manager



**RESOLUTION NO. 132-23**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SLF-03-23 –  
SECURE SANITARY LANDFILL LEACHATE PUMP STATIONS  
CONTROL/POWER REPLACEMENT TO PKF-MARK III, INC.**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for Contract SLF-03-23 – Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement to PKF-Mark III, Inc. ("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 September 26, 2023; and,

**WHEREAS**, the CMCMUA's Purchasing Agent, Chief Engineer and Solid Waste Program Manager have reviewed the Bid submitted by the apparent low Bidder, PKF-Mark III, 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 PKF-Mark III, 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 Chief Financial Officer and Executive Director have concurred with said determination; and,

**WHEREAS**, the Cape May County Municipal Utilities Authority has therefore determined that PKF-Mark III, Inc., 17 Blacksmith Road, Newtown, PA 19067 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SLF-03-23 in the total not-to-exceed amount of \$3,763,000.00; and,

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


**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 SLF-03-23 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 PKF-Mark III, Inc., at the total contract amount of \$3,763,000.00.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

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

**CERTIFICATION OF FUNDS**

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for Contract SLF-03-23 – Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement for a total not-to-exceed amount of \$3,763,000.00 under the line item appropriation or account number(s) 400-0000-752-66-03. These same funds shall not be certified as available for any other contract.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 132-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of October 2023.

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

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

**PROJECT INFORMATION**

**Project Name:** Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement

**Purpose and Scope of Contract:** The purpose of this contract is to install new controls, utility poles and power feeds at the thirteen (13) pump stations, including twenty-four (24) pumps, that convey leachate from the base of the landfill to the leachate storage tanks so as to improve operations and enable remote monitoring (SCADA) in the future.

**PROCUREMENT INFORMATION**

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

**Contract Number:** SLF-03-23 **Term of Contract:** 365 Calendar Days **Option to Renew:**  No  
 Yes:

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

**Liquidated Damages:**  No  
 Yes: \$500.00/day, Basis: Cost to convey leachate should the system not be fully functional at the end of contract time.

**Engineer's Estimate:** \$3,352,431.00

**Advertisement Date:** August 29, 2023 **Opening Date:** September 26, 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:** PKF-Mark III, Inc. **Address:** 17 Blacksmith Road  
Newtown, PA 19067

**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

**Funding:**

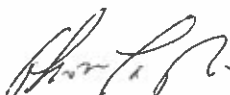
Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$3,763,000.00

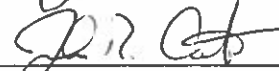
**Contract Spending Previous Contract Year:** N/A

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

10-13-2023  
\_\_\_\_\_  
Date

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

10/2/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John R. Conturo, SW Program Manager

10/12/23  
\_\_\_\_\_  
Date

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

10/13/2023  
\_\_\_\_\_  
Date

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

10/11/23  
\_\_\_\_\_  
Date

ENGINEER'S ESTIMATE		OPENING DATE		CONTRACT NUMBER AND TITLE		PKF-Mark III, Inc.		Scaflo Electric, Inc.		UNIT PRICE		EXT. PRICE		UNIT PRICE		EXT. PRICE	
		TUESDAY, SEPTEMBER 26, 2023, @ 2:00 P.M.		CONTRACT NUMBER AND TITLE													
SLF-03-23 SECURE SANITARY LANDFILL LEACHATE PUMP STATIONS CONTROL/POWER REPLACEMENT																	
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	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	Mobilization not to exceed 3% of total construction cost, including mobilization	1		110,000.00						136,000.00							
2	Construction of Pump Station 1B SOUTH, complete in place, as specified and indicated on the Contract Drawings	1		132,000.00						210,000.00							
3	Construction of Pump Station 1B NORTH, complete in place, as specified and indicated on the Contract Drawings	1		133,000.00						164,000.00							
4	Construction of Pump Station 1C NORTH, complete in place, as specified and indicated on the Contract Drawings	1		163,000.00						171,000.00							
5	Construction of Pump Station 1D, complete in place, as specified and indicated on the Contract Drawings	1		160,000.00						164,000.00							
6	Construction of Pump Station 1E, complete in place, as specified and indicated on the Contract Drawings	1		128,000.00						161,000.00							
7	Construction of Pump Station 1F TRANSFER, complete in place, as specified and indicated on the Contract Drawings	1		152,000.00						156,000.00							
8	Construction of Pump Station 1F WEST, complete in place, as specified and indicated on the Contract Drawings	1		170,000.00						371,000.00							
9	Construction of Pump Station 1F MIDDLE, complete in place, as specified and indicated on the Contract Drawings	1		163,000.00						344,000.00							
10	Construction of Pump Station 1F EAST, complete in place, as specified and indicated on the Contract Drawings	1		175,000.00						334,000.00							
11	Construction of Pump Station 1C SOUTH, complete in place, as specified and indicated on the Contract Drawings	1		128,000.00						204,000.00							
12	Construction of Pump Station 2G TRANSFER, complete in place, as specified and indicated on the Contract Drawings	1		128,000.00						158,000.00							
13	Construction of Pump Station 1A, complete in place, as specified and indicated on the Contract Drawings	1		131,000.00						184,000.00							
14	Construction of Pump Station 2G, complete in place, as specified and indicated on the Contract Drawings	1		131,000.00						182,000.00							
15	Replacement of overhead line and poles from pole SLF-T-37 to SLF-T-41 inclusive, complete in place, as specified and indicated on the Contract Drawings	1		160,000.00						167,000.00							
16	Replacement of overhead line and poles from pole SLF-W-1 to SLF-T-42 inclusive, complete in place, as specified and indicated on the Contract Drawings	1		669,000.00						1,060,000.00							
17	Replacement of overhead line and poles from pole W42989 to SLF-M-4 inclusive, complete in place, as specified and indicated on the Contract Drawings	1		432,000.00						576,000.00							
18	Installation of Fiber Optic Loop, complete in place, as specified and indicated on the Contract Drawings.	1		189,000.00						332,000.00							
19	Re-space and refasten the existing overhead lines spacers, complete in place, as specified and indicated on the Contract Drawings (labor only)	1		9,000.00						18,000.00							

ENGINEER'S ESTIMATE		OPENING DATE		QUANTITY		PKF-Mark III, Inc.		Scalfo Electric, Inc.		UNIT PRICE		EXT. PRICE		UNIT PRICE		EXT. PRICE	
		TUESDAY, SEPTEMBER 26, 2023, @ 2:00 P.M.															
CONTRACT NUMBER AND TITLE				SILF-03-23 SECURE SANITARY LANDFILL LEACHATE PUMP STATIONS CONTROL/POWER REPLACEMENT													
ITEM	DESCRIPTION	ALLOWED	REQUIREMENTS	REQUIRED	PROVIDED	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	
20	Allowance for Unforeseen Conditions as set by the Authority \$100,000			1		100,000.00		100,000.00		100,000.00		100,000.00		100,000.00		100,000.00	
	TOTAL AMOUNT BID					\$ 3,763,000.00	\$	5,192,000.00	\$	5,192,000.00	\$	5,192,000.00	\$	5,192,000.00	\$	5,192,000.00	
	BIDDER'S CHECKLIST			X	yes		PROVIDED				PROVIDED				PROVIDED		
	BIDDERS GUARANTEE			X	yes	valid provider	yes		yes	valid provider	yes						
	CONSENT OF SURETY			X	yes	valid provider	yes		yes	valid provider	yes						
	OWNERSHIP DISCLOSURE CERTIFICATION			X	yes		yes		yes		yes						
	NON-COLLUSION AFFIDAVIT			X	yes		yes		yes		yes						
	BIDDER'S EXPERIENCE/REFERENCES			X	yes		yes		yes		yes						
	MANDATORY DISGNATION SUBCONTRACTORS			X	yes		yes		yes		yes						
	PROPOSAL FORM			X	yes		yes		yes		yes						
	ADDENDA ACKNOWLEDGEMENT			X	yes	1 - 4	yes	1 - 4	yes	1 - 4	yes	1 - 4					
	DISCLOSURE OF INVESTMENT ACTIVITIES RUSSIA-BELARIUS & INVESTMENT ACTIVITIES IRAN			X	yes		yes		yes		yes						
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN				no		no		no		no						
	N.J. BUSINESS REGISTRATION CERTIFICATE				yes	valid and clear search	yes	valid and clear search	yes	valid and clear search	yes	valid and clear search					
	FEDERAL NON-DEBARMENT				yes	clear searches	yes	clear searches	yes	clear searches	yes	clear searches					
	PUBLIC WORKS CONTRACTOR REGISTRATION				yes	valid	yes	valid	yes	valid	yes	valid					
	LOWEST BIDDER PREVAILING WAGE CERTIFICATION				no		no		no		no						
	IRS FORM W-9				yes		yes		yes		yes						
	INSURANCE CERTIFICATE(S)				no	due prior to execution	yes	CMCMUA named as certificate holder = no endorsement pages	yes	CMCMUA named as certificate holder = no endorsement pages	yes	CMCMUA named as certificate holder = no endorsement pages					
	MANDATORY AFFIRMATIVE ACTION				no	due prior to execution	yes	15-Sep-2028	yes	15-Sep-2028	yes	15-Sep-2028					

Subcontractor  
 Business Registration Certificate  
 Public Works Contractor Registration License

Hi Volt Electric, LLC  
 yes valid  
 yes valid  
 yes

# WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †◇

† Admitted to NJ Bar

± Admitted to Washington DC Bar

◇ Admitted to PA Bar

John D. Wade †  
OF COUNSEL

Leonard J. Wood, Jr. †  
OF COUNSEL

October 2, 2023

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

**RE: Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement  
SLF-03-23**

Dear Mr. Rizzuto:

## I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to the contract SLF-03-23, for the Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement project 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 Tuesday, September 26, 2023, at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
1. PKF-Mark III, Inc.	\$3,763,000.00
2. Scolfo Electric, Inc.	\$5,192,000.00

## II. FACTUAL ANALYSIS

The bid specifications sought bids for a contractor to provide administrative and scheduling personnel, as well as provide all labor, superintendence, materials, construction facilities, tools and equipment necessary to perform and complete the work at the Authority’s Sanitary Landfill. See Bid Specifications Section 01 01 00(1.2), Summary of Work, Work Included. The work includes, but is not limited to the upgrading/replacement of the thirteen (13) listed pump stations, including pump controls, overhead lines and poles, and installation of the fiber optic communications loop. Electrical work consists of replacement of the pump control panels, termination cabinets, instrumentation, pole mounted transformers, overhead lines, and poles and provision and installation of fiber optic aerial and underground cable. See Bid Specifications Section 01 01 00(1.2), Summary of Work, Work Included.

**RE: Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement  
SLF-03-23**

The apparent low bid was submitted by PKF Mark III, Inc. ("PKF"). Upon review of the bid submitted by PKF it was uncovered that the bidder did not submit Insurance Information or Affirmative Action Information within their original bid package. However, 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 00200(23), General Instruction to Bidders, Mandatory Affirmative Action Certification; See Bid Specifications, Section 00300(5.3.1), General Conditions, Bonds and Insurance. As such, there are no defects in the bid submitted by PKF from a legal perspective.

The bid was further reviewed from a technical perspective by Mr. Thomas LaRocco, Chief Engineer on behalf of the Authority. Following his review, via correspondence dated September 27, 2023, Mr. LaRocco opined that the bid submitted by PKF complied with the technical specifications and thereafter recommended the award of the contract to PKF.

**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.

**RE: Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement  
SLF-03-23**

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);
- 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.



**RE: Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement  
SLF-03-23**

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 PKF. 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. PKF-MARK III, INC'S BID**

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

1. Bidder's Checklist;
2. Bid Bond;
3. Power of Attorney;
4. Surety Financial Statement;
5. Consent of Surety;
6. Power of Attorney;
7. Statement of Ownership Disclosure Form;
8. Non-Collusion Affidavit;
9. Bidder's Experience/References Form;
10. Mandatory Designation of Subcontractors and/or Bidders Own Workforce Form;
11. Electrical Business Permit – PKF;
12. New Jersey Business Registration Certificate – Hi Volt;
13. Public Works Contractor Registration Act Certificate – Hi Volt;

**RE: Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement  
SLF-03-23**

14. Proposal;
15. Acknowledgment of Receipt of Addenda;
16. Prohibited Russia-Belarus & Iran Investment Activities Form;
17. New Jersey Business Registration Certificate;
18. OSEC Information;
19. Public Works Contractor Registration Act Certificate;
20. Certification of Non-Debarment for Federal Government Contracts;
21. IRS Form W-9.

The bid submitted by PKF 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 SLF-03-23, the Secure Sanitary Landfill Leachate Pump Stations Control/Power Replacement project on behalf of the Authority be awarded to PKF. Please note that PKF must supply Insurance Certificate and Affirmative Action Information prior to the execution of an agreement. Additionally, of note, as this is a public works contract and PKF's bid is more than ten (10) percent lower than the next lowest bid, PKF is required to certify to the Authority, prior to the award of the contract, that the prevailing wage rates shall be paid for this project. 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  
Kevin Whitney, Senior Advisor  
John Conturo, Solid Waste Program Manager  
Annie M. McDevitt, Office Manager  
Kevin McGahey, QPA, Purchasing Agent

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 133-23

### RESOLUTION AUTHORIZING THE APPROVAL OF A REVISED CMCMUA PERSONNEL POLICIES AND PROCEDURES MANUAL

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") is a member of the Municipal Excess Liability New Jersey Utility Authorities Joint Insurance Fund ("Fund"); and,

**WHEREAS**, the Authority participates in the Fund's Employment Practices Risk Control Program ("Program") which in turn qualifies the Authority for lower insurance deductibles; and,

**WHEREAS**, a requirement of the Program is the biennial adoption and distribution of a Personnel Policies and Procedures Manual ("Manual"); and,

**WHEREAS**, the Fund has provided its membership with a revised model Manual that was developed by the Fund's labor attorney and approved by the Fund's Model Personnel Committee and its Executive Board; and,

**WHEREAS**, the Authority approved a Manual the first time on March 15, 2006, through CMCMUA Resolution No. 49-06; and,

**WHEREAS**, the Authority has approved a Revised Manual every two years since its original approval in 2006; and,

**WHEREAS**, members of the Authority's Management Staff, along with the Authority's General Counsel have further developed a revised Manual which is recommended for approval; and,

**WHEREAS**, the CMCMUA desires to approve the proposed revised Manual, as modified in form and content.

**NOW, THEREFORE, BE IT RESOLVED** that the revised document entitled, "Cape May County Municipal Utilities Authority Personnel Policies and Procedures Manual" on file with Authority's Office Manager on October 1, 2023, is hereby approved and adopted.

	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. 133-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18<sup>th</sup> day of October 2023.

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

## MEMORANDUM

**TO:** CMCMUA AUTHORITY MEMBERS  
**FROM:** Joseph V. Rizzuto, Executive Director *JVR*  
**DATE:** October 12, 2023  
**RE:** Personnel Policies and Procedures Manual

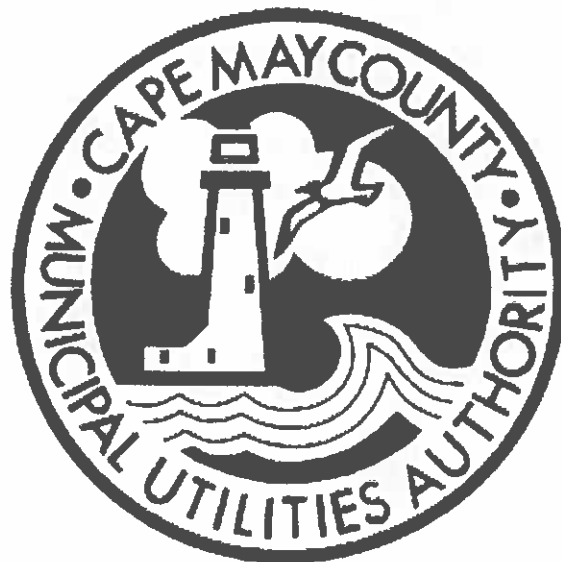
The CMCMUA, as a member of the Municipal Excess Liability New Jersey Utility Authorities Joint Insurance Fund ("MEL NJUAJIF"), participates in the MEL NJUAJIF's Employment Practices Risk Control Program which in turn qualifies the Authority for lower insurance deductibles. The Employment Practices Risk Control Program consists of adopting and distributing a Personnel Policies and Procedures Manual, distributing a notice concerning the Conscientious Employee Protection Act to all personnel, training managerial and supervisory personnel on various employment matters, and providing Anti-Harassment training to all Authority staff members. Verification of Employment Practices Risk Control Program completion is certified by the CMCMUA's General Legal Counsel.

Every two (2) years, the MEL NJUAJIF updates a model Personnel Policies and Procedures Manual for members of the MEL NJUAJIF to utilize. The MEL NJUAJIF engaged the services of their labor attorney, Cleary, Jacobbe, Alfieri and Jacobs, LLC, to review the model Personnel Policies and Procedures Manual for consistency with State and Federal law and revise accordingly. The MEL Model Personnel Committee and Executive Board have approved the revised model Personnel Policies and Procedure Manual for use by the MEL NJUAJIF membership. I and a team of Authority employees reviewed every policy contained in the CMCMUA's current Personnel Policies and Procedures Manual, consulted with the CMCMUA's General Legal Counsel, and revised polices, where appropriate, consistent with the revised model Personnel Policies and Procedures Manual developed by Cleary, Jacobbe, Alfieri and Jacobs, LLC. and the January 1, 2023 through December 31, 2025 Collective Bargaining Agreement. A red-lined version of the proposed revised CMCMUA Personnel Policies and Procedures Manual has been provided for your consideration.

It is recommended the revised CMCMUA Personnel Policies and Procedures Manual be considered for formal approval by the Board at the October 18, 2023 meeting. Upon formal approval by the Board, the Manual will be distributed to each Authority employee, at which time they will acknowledge receipt by signature.

JVR:jvr  
Enclosure

# PERSONNEL POLICIES & PROCEDURES MANUAL



As Adopted October 6, 2021

DOMESTIC VIOLENCE POLICY	68
CONTAGIOUS/LIFE-THREATENING ILLNESS POLICY	74
SAFETY POLICY	75
TRANSITIONAL DUTY POLICY	76
CONFIDENTIALITY OF PERSONNEL RECORDS POLICY	80
OPEN PUBLIC MEETINGS ACT (PERSONNEL MATTERS) POLICY	82
ETHICAL CONDUCT POLICY	82
CONFIDENTIAL INFORMATION POLICY	84
POLITICAL ACTIVITY POLICY	84
EMPLOYEE PERFORMANCE EVALUATION POLICY	85
EMPLOYEE DISCIPLINE POLICY	88
WORKFORCE REDUCTION POLICY	91
DRIVER'S LICENSES AND MOTOR VEHICLE OPERATION POLICY	91
EMPLOYEE PRIVACY POLICY	98
INFORMATION TECHNOLOGY USAGE POLICY	99
BRING YOUR OWN DEVICE (BYOD) POLICY	105
SOCIAL MEDIA POLICY	109
BULLETIN BOARD POLICY	111
SOLICITATION POLICY	111
STATE RESIDENCY REQUIREMENT POLICY	111
CONTINUING EDUCATION POLICY	111
COMPENSATION FOR ALTERNATE WORK LOCATION POLICY	113
EXPENSE REIMBURSEMENT POLICY	114
POLICY ADDRESSING THE PROTECTION AND SAFE TREATMENT OF MINORS	118
DRUG AND ALCOHOL-FREE WORKPLACE POLICY	136
NEPOTISM	152
EMPLOYMENT PROCEDURE POLICY	153
PROCESSING AND ORIENTATION OF NEW EMPLOYEES POLICY	156
REQUEST FOR EMPLOYMENT VERIFICATION AND REFERENCES POLICY	157
RETIREMENT POLICY	158
RESIGNATION POLICY	158
<b>Section Five: Forms</b> .....	<b>161</b>

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## POLICY MANUAL APPLICATION

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The intent of the CMCMUA's Personnel Policies and Procedures Manual ("Manual") is to supplement other policies and practices that have been distributed and/or posted on bulletin boards in the past. To the extent there is a conflict between the content of previously distributed policies and practices and this Manual, the content of this Manual shall govern. Neither this Manual nor any other guidelines, policies or practices create an employment contract, nor does it guarantee any fixed terms and conditions of your employment. The Authority may, from time to time, supplement or modify such policies and practices by a posting on the official bulletin boards, through memorandum distribution or other means. The CMCMUA has the right, with or without notice, to interpret or modify any of its guidelines, policies, practices, working conditions or benefits at any time.

No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and is signed by the Executive Director or authorized by a resolution adopted by the CMCMUA Board of Commissioners. Employment with the CMCMUA is at-will and may be terminated at any time with or without cause or notice to the employee except as provided in an applicable collective bargaining agreement or an executed employment contract. This notice applies to all employees regardless of the date of hire.

In the event there is a conflict between the policies and procedures contained in this Manual and any collective bargaining agreement, the terms and conditions of the collective bargaining agreement shall prevail, to the extent allowed by law, for those employees covered by such agreement.

This Manual shall be reviewed at least annually, and updated and re-distributed as necessary. All updates shall be presented to the Executive Director for consideration and approval. All major revisions to the Manual shall be presented to the Authority's Board of Commissioners for consideration and approval.

All existing employees will be provided with a copy of the approved Manual and will be required to sign an acknowledgement of receipt of the Manual. All new employees will be provided with a copy of the Manual during orientation and will be required to sign an acknowledgement of receipt. Subsequent Manual updates, if any, will be distributed to all employees for inclusion in their copy of the Manual. Employees will be required to sign an acknowledgement of receipt of such updates. All signed acknowledgements will be placed in the employee's official personnel file. Employees are required to maintain an updated copy of the Manual and to be familiar with its contents.

Nothing in this Policy Manual is intended to or creates an employment agreement, expressed or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.



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## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

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The Authority is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination ("NJLAD") and all other applicable state or federal laws. Under no circumstances will the Authority discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, political affiliation, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, breastfeeding, liability for service in the United States armed forces, veteran status, citizenship status, gender identity or expression, and/or any other characteristic protected by law. Equal employment opportunity applies to all terms and conditions of employment. Accordingly, decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee.

The CMCMUA expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of employees to perform their expected job duties will not be tolerated. If any employee or prospective employee has questions or concerns about any type of discrimination or harassment in the workplace, or feels they have been treated unfairly, are encouraged to bring these issues to the attention of their supervisor, or if they prefer, their Program Manager, the Director of Training and Development/Employee Relations, the Human Resources Director, the Executive Director, the CMCMUA Attorney, or any other supervisor with whom they feel comfortable, using the complaint procedure set forth in the Policy Against Harassment set forth in this Manual. Supervisors and other CMCMUA officials should promptly advise the Director of Training and Development/Employee Relations or the Human Resources Director of any reported and/or suspected violations of this policy.

The CMCMUA will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, they should bring it to the attention of the Director of Training and Development/Employee Relations or the Human Resources Director.

Reasonable accommodation means any change or adjustment to a job or work environment that does not impose an undue hardship on the Employer, or that permits a qualified applicant or employee with a disability to participate in the job application process, perform the essential functions of the job, or enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.

### Requesting Accommodation

Qualified employees or prospective employees may request accommodations to perform the essential functions of their job or gain access to the hiring process. Employees or prospective employees should direct their written request to the Director of Training and Development/Employee Relations or the Human Resources Director. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, and identify the nature of the accommodation or consideration desired.

The Authority may require the employee to provide adequate medical or other appropriate documentation of the disability and the need for the desired accommodation. The Authority will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability unless the accommodation would impose an undue hardship on the CMCMUA's business operation.

To further the CMCMUA's nondiscrimination policy, the Authority will:

- Identify the essential functions of a job;
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and
- Determine whether a reasonable accommodation can be made for a qualified individual.

Reasonable accommodations that the Authority may provide in connection with modifications to the work environment or adjustments in how and when a job is performed may include the following:

- Making existing facilities accessible and usable;
- Acquiring or modifying equipment or devices;
- Appropriate adjustment or modifications of testing materials, training materials, work procedures, and/or policies;
- Reassignment to a vacant position.

In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and the provision of a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area for the employee to express breast milk for the child. Employees who are reassigned to a different position shall receive the salary of their new position.

intellectual disabilities), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law. Harassment includes, but is not limited to:

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;
- E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or
- F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

Any form of harassment or discrimination related to an employee's protected group status violates this Policy.

This Policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development.

Violations of this Policy will result in appropriate disciplinary action up to and including termination of employment.

### **Sexual Harassment**

The CMCMUA prohibits sexual harassment of its employees in any form. Such conduct shall result in appropriate disciplinary action up to and including termination from employment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communications, expressed or implied, of a sexual nature when:

- A. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or
- B. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or
- C. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating hostile or offensive employment environment.

an incident to their Supervisor, their Program Manager, the Director of Training and Development/Employee Relations, or the Human Resources Director should feel free to go to the Executive Director.

All CMCMUA employees should notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. However, failure to inform the alleged harasser that the behavior is unwelcome does not prevent the victim from filing an employee complaint pursuant to this Policy. The harassment or discrimination does not have to occur on the CMCMUA's property during regular work hours for an employee to file an employee complaint under this Policy.

The CMCMUIA strongly encourages employees who witness conduct which they believe violates the CMCMUA's Policy Against Harassment to report the violation pursuant to this Complaint Procedure. The CMCMUA encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

#### Investigation Procedure

The CMCMUA shall investigate the harassment complaint to determine the merits of the allegations. The Executive Director shall designate an objective investigator to determine the validity of any complaint. The objective investigator may include any third party deemed appropriate.

The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved. The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused.

If the CMCMUA determines that the complaint has merit, the accused shall face appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges against the individual. Disciplinary action may include a written warning, suspension, and/or termination of employment. Upon completion of the investigation, the entire file shall be maintained in a secure location with the CMCMUA.

In the event that the CMCMUA determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken against the employee who caused the complaint to be filed.

#### Privacy

To the extent possible, all persons involved in a harassment complaint will be given the utmost protection of privacy. Specifically, the CMCMUA will strive, both during and after the investigation, to maintain confidentiality to the fullest extent possible, including

Training should emphasize the negative impact of harassment and discrimination on employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

### Monitor for Compliance

The CMCMUA acknowledges the importance of ensuring that Authority policies and procedures are actually working as intended to prevent sexual harassment and other forms of discrimination from occurring in the workplace. It is the expectation of the CMCMUA that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The CMCMUA will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

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## **POLICY PROHIBITING WORKPLACE VIOLENCE**

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The CMCMUA has adopted this Zero Tolerance Policy for workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate termination and may be prosecuted. Consistent with this Policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the CMCMUA, its employees or which occur at CMCMUA events, or occur on the CMCMUA's property will not be tolerated.

"Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions with the Authority, or to create a hostile, abusive, or intimidating work environment for one or more employees.

General examples of prohibited workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on CMCMUA property, regardless of the relationship between the CMCMUA and the parties involved in the incident.
- All threats or acts of violence not occurring on CMCMUA property but involving someone who is acting in the capacity of a representative of the CMCMUA.
- All threats and acts of violence not occurring on CMCMUA property involving an employee of the CMCMUA if the threats or acts of violence affect the legitimate interest of the CMCMUA.
- Any threats or acts resulting in the conviction of an employee or agent of the CMCMUA, or of an individual performing services on the CMCMUA's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the CMCMUA.

Nothing in the Policy alters any other reporting obligation established in the CMCMUA's policies or in state, federal or other applicable law.

This Policy prohibits retaliation against any employee who, in good faith, reports a violation of this Policy. Every effort to the extent practicable will be made to protect the safety and identity of anyone who comes forward with concerns about a threat or act of violence. Employees shall refer any questions regarding his or her rights and obligations under the policy to the Director of Training and Development/Employee Relations or the Human Resources Director.

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## **"WHISTLEBLOWER" POLICY**

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A "Whistleblower" as defined by this Policy is an employee who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this policy. Under the New Jersey Conscientious Employee Protection Act ("CEPA"), it is unlawful for an employer to discharge, suspend, demote, or take other action against an employee because they disclose a policy or practice they reasonably believe is a violation of law, rule, or regulation pursuant to law. CEPA also protects employees who provide information to a public body conducting an investigation into a violation of a law or rule, or if an employee refuses to participate in any activity that the employee believes is in violation of a law, is fraudulent or criminal, or is against public policy concerning public health, safety, or welfare. Reprisals against anyone who make a complaint under this Policy will not be tolerated and violators of the Policy will be subject to discipline, up to and including termination, and may be subject to any other liability authorized under applicable law.

This right shall be communicated to all employees in an annual notice and such notice will also be posted on CMCMUA bulletin boards. A written or electronic acknowledgement that the employee received the annual notice will be included in the employee's personnel file. All complaints will be taken seriously and promptly investigated.

1. The CMCMUA or any of its employees will not retaliate against any employee who makes a good faith report pursuant to this Policy, even if an investigation reveals that no violation occurred. More specifically, neither the CMCMUA nor any of its employees will take any retaliatory action or tolerate any reprisal against an employee who:
  - a. Discloses or threatens to disclose to a supervisor, Program Manager, the Director of Training and Development/Employee Relations, the Human Resources Director, the Executive Director, or Authority Board Members an activity, policy or practice of the CMCMUA or another employer, with whom there is a business relationship, that the employee reasonably believes to be in violation of a law, or rule or regulation promulgated pursuant to law; or

Any employee that intentionally or maliciously levies false "whistleblower" accusations against the CMCMUA, or any CMCMUA employee, shall be subject to disciplinary action up to and including suspension, demotion, or discharge.

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## EMPLOYEE COMPLAINT PROCEDURE

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Employees who experience or observe actions they believe to constitute discrimination, harassment, other similar serious offenses, or any other workplace wrongdoing should promptly report the matter to their supervisor, or if they feel that the matter cannot be discussed with their supervisor, to their Program Manager, the Director of Training and Development/Employee Relations, the Human Resources Director, or the Executive Director. Reporting of such incidents is encouraged when an employee believes that they have experienced or observed such incidents in reference to other employees. Employees should report incidents in writing using the Employee Complaint Form, but may make a verbal complaint at their discretion.

If the complaint does not involve potential violations of law, or other serious offenses, the employee may elect to contact their supervisor or, if they prefer, their Program Manager, the Director of Training and Development/Employee Relations, the Human Resources Director, or the Executive Director to informally discuss any work-related circumstances that may be of concern prior to, or rather than, filing a formal employee complaint.

If the employee has any questions about what constitutes a serious offense or workplace wrongdoing, they should refer to the CMCMUA's policies contained in this Manual or may ask their supervisor, or one of the individuals listed above.

There will be no reprisal, retaliation, or other adverse action taken against any individual who files a good-faith complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action up to and including termination will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve complaints will be conducted on a need-to-know basis to maintain confidentiality, to the extent practicable and appropriate, in order to protect the privacy of persons involved. However, investigation of such complaints may require disclosure to the accused party and other witnesses in order to gather pertinent facts. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The employee

be included in the Employee Complaint Form. Such Employee Complaint Form should be signed and dated by the supervisor or Program Manager receiving the verbal complaint. The original signed Employee Complaint Form shall be forwarded to the Director of Training and Development/Employee Relations or the Human Resources Director.

2. **Identification/Screening**: The supervisor, Program Manager, the Director of Training and Development/Employee Relations, or the Human Resources Director must report all written or verbal formal complaints to the Executive Director, unless the complaint is against the Executive Director. If the complaint is against the Executive Director, the complainant should direct the complaint to the Director of Training and Development/Employee Relations or the Human Resources Director who will relay the complaint to the Authority's General Legal Counsel. Upon receipt, the Executive Director, or the Authority's General Legal Counsel, will determine if the complaint was made pursuant to the Policy Against Harassment, the Whistleblower Policy, a grievance procedure, or is another form of complaint. A file will be established including the Employee Complaint Form, and/or notes.
3. **Investigation**: As soon as practical, but no later than ten (10) working days after receiving the formal complaint, the Executive Director or investigator appointed by the Executive Director, will commence to interview the employee, any witnesses, and the alleged offender. The interview process will be completed as expeditiously as possible. The Executive Director or investigator will prepare written notes of the investigation and interview. These notes will be read back to or reviewed by the employee and others interviewed who will be asked to affirm, preferably in writing, the accuracy of the information. Whenever appropriate, the Executive Director will seek the advice of the Authority's Labor Relations Attorney or General Counsel when planning the investigation. The investigation should be conducted and/or supplemented by the Labor Relations Attorney or General Counsel or County Prosecutor if the complaint involves potential criminal charges. The investigation should establish the frequency and nature of the alleged conduct and whether the complaint coincides with other employment events such as poor performance evaluation. The investigation should also determine if other employees were subjected to similar misconduct. It is important to protect the rights of both the person making the complaint and the alleged wrongdoer.
4. **Response Plan - No Corrective Action Required**: The Executive Director will discuss the investigation and conclusions with the Authority's Labor Relations Attorney or General Counsel, when appropriate, and render a decision within a reasonable timeframe after the investigation is complete. If the validity of a complaint cannot be determined or the complaint is groundless, the complainant should be notified in writing. Such written statements should advise the complainant that the claim was thoroughly investigated, but could not be sufficiently documented or confirmed to justify taking formal action. If the investigation reveals that the complainant intentionally and/or maliciously levied false charges against the alleged wrongdoer, the complainant must be notified of



## Section Two: Employee Benefits

An employee's status as non-exempt or exempt is set forth in the employee's job description.

### Non-Exempt Employees

When approved in advance by their Supervisor, non-bargaining employees who normally work seven (7) hours per day and are non-exempt will be compensated for overtime hours worked at the rate of one and one-half (1.5) times their regular hourly rate for hours worked in excess of seven (7) hours per day, or in excess of thirty-five (35) hours during a work week.

When approved in advance by their Supervisor, non-bargaining employees who normally work eight (8) hours per day and are non-exempt will be compensated for overtime hours worked at the rate of one and one-half (1.5) times their regular hourly rate for hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours during a work week.

Non-exempt employees who are required by their Supervisor to work on holidays will receive their regular holiday pay plus one and one-half (1.5) times their regular hourly rate for each hour worked.

At the employee's option, a non-exempt employee, who is not a member of the bargaining unit, may request an equivalent amount of time, at the overtime rate of compensation, in the form of compensatory time which can be utilized by the employee, with their Supervisor's advance approval.

### Exempt Employees

When approved in advance by their Supervisor, all exempt employees, even those whose normal work week consists of thirty-five (35) hours, may earn compensatory time, on an hour-for-hour basis, for hours worked in excess of eight (8) hours per day, or forty (40) hours per week, or for work performed during the employee's normal days off (e.g., working on Saturdays, Sundays or holidays). Compensatory time may be earned in one-quarter ( $\frac{1}{4}$ ) hour increments.

Exempt employees, who normally work seven (7) hours per day, may accumulate up to a maximum of twenty (20) days of compensatory time or one hundred forty (140) hours during any calendar year. Exempt employees, who normally work eight (8) hours per day, may accumulate up to a maximum of one hundred sixty (160) hours or twenty (20) days during any calendar year.

### Use of Compensatory Time

All non-bargaining unit employees (exempt and non-exempt) are encouraged to utilize their accumulated compensatory time as soon as possible after its accrual; however, all such leave requests must be scheduled in advance and approved by their Supervisor.

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## HEALTH BENEFITS

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The CMCMUA Health Benefits Policy is administered in accordance with the Employer Shared Responsibility Provisions of the Patient Protection and Affordable Care Act, as amended, and the New Jersey State Health Benefits Plan. Under the terms and conditions of this Policy and New Jersey State Health Benefits Plan, the CMCMUA provides health coverage to full-time employees and their eligible dependents. The CMCMUA defines "dependents" as used in this policy as it is defined under the State Health Benefits Program. Dependents means an employee's spouse and the employee's children under the age of twenty-six (26) years who live with the employee in a regular parent-child relationship.

"Children" includes stepchildren, legally adopted children and foster children provided that they are reported for coverage and are wholly dependent upon the employee for support and maintenance. See N.J.S.A. § 52:14-17.26. A spouse or child enlisting or inducted into military service shall not be considered a dependent during the military service.

The term "dependents" does not include spouses of retired persons who are otherwise eligible for benefits under the State Health Benefits Program (N.J.S.A. § 52:14-17.25 et seq.) but who, although they meet the age eligibility requirement of Medicare, are not covered by the complete federal program. There are instances where dependents up to age thirty-one (31) may be eligible for coverage.

Temporary, Part Time or Seasonal employees are not eligible to be offered or to receive CMCMUA health insurance coverage.

Regular full-time employees become eligible for Health Benefits sixty (60) days after their hire date. To determine the full-time status of a new variable hour, seasonal and/or part-time employee, the Authority has, by way of Resolution 6-15, established a look-back measurement period of eleven (11) months which shall begin the first day of the first month following the employee's start date. The initial administrative period for new variable hour, seasonal, and part time employees shall be a period which shall begin at the end of the initial measurement period and shall continue through the end of the second calendar month following the end of the initial measurement period. The initial stability period, during which time a temporary or seasonal employee may be eligible for benefits depending on the hours worked during the initial measurement period, for new variable hour, seasonal, and part time employees shall be a period of eleven (11) consecutive calendar months to begin immediately after the administrative period.

The coverage to be offered by the CMCMUA is similar to, but not less than in the aggregate, the coverage provided under the State Health Benefits Program (SHBP), specifically NJ Direct 10 and Dental Expense Plan, and vision coverage provided by United Healthcare/Spectera. However, the CMCMUA reserves the right to review and change health insurance networks, health benefits coverage, or employee required co-payments at any time. Health Benefit Plan information, including costs owed by eligible

Authority/CMCMUA available medical and prescription coverage and reenroll in the NJ DIRECT10-#050(1) Plan or NJ DIRECT15-#150 Plan on one (1) occasion only during the course of their employment.

On or about October 1 of each calendar year, the CMCMUA shall inform employees of the basic health benefit plan and any alternate plan choice(s) that will be made available to employees for the following calendar year.

Employees shall be required to make a percentage contribution toward the cost of their health benefits pursuant to the applicable Authority employee contribution schedule. Such payments shall be automatically deducted from the employee's paycheck during twenty-four (24) pay periods per year. Employee contribution toward the cost of their health benefits is required regardless of the type of coverage selected (single, family, two adults, parent/child).

Employees who have health benefits coverage through other sources (proof of other coverage required) may waive health benefits offered through the CMCMUA and receive \$2,500 per annum, payable on or about December 1st of each year, on a prorated basis. This payment will be prorated as follows, when applicable: the first year the employee opts out of health benefits coverage; upon retirement or termination of employment; upon re-enrollment due to loss of health benefits coverage through other sources. Under Chapter 2, P.L. 2010, it should be noted that multiple coverage in the SHBP or the School Employee Health Benefits Plan (SEHBP) is prohibited by law. Waiver of health benefit payment is only payable if coverage is through a non-SHBP/SEHBP plan.

In the event a husband and wife or partners in a civil union are both employed by the CMCMUA, only one (1) designated spouse/partner shall be afforded primary health insurance coverage, with the other spouse/partner covered under the health insurance plan as a family member.

All health benefits coverage for employees who cease employment with the Authority for any reason, including termination, shall only continue until the end of the calendar month in which the employment is terminated and as consistent with the policies of the SHBP. This provision does not include employees on leave pursuant to the Family and Medical Leave Act who shall be afforded continuing coverage for up to twelve (12) weeks as set forth in the Authority's Family and Medical Leave Policy. Health benefits coverage shall be provided to employees on approved military leave as set forth in the Authority's Military Service Leave Policy.

Employees who retire from the CMCMUA may be eligible to continue to receive paid health insurance coverage as set forth in the Authority's Health Benefits Coverage at Retirement Policy.

Upon retirement from the Authority, eligible employees will be provided health benefits in accordance with the eligibility criteria and subject to the requirements of this Policy as set forth below. Such health benefits will be provided consistent with New Jersey Law, Authority Policy, and with the provisions of the health benefits plan or plans as provided herein.

Public Employee's Retirement System (PERS) members are categorized and defined by specific membership tiers based on specific enrollment dates. Membership tiers affect a member's enrollment and retirement eligibility. These membership tiers, pursuant to N.J.S.A. 43:1A-7 are defined as follows:

- Membership Tier 1 — Members enrolled prior to July 1, 2007.
- Membership Tier 2 — Members enrolled on or after July 1, 2007, and prior to November 2, 2008.
- Membership Tier 3 — Members enrolled on or after November 2, 2008, and on or before May 21, 2010.
- Membership Tier 4 — Members enrolled after May 21, 2010, and prior to June 28, 2011.
- Membership Tier 5 — Members enrolled on or after June 28, 2011.

The Policy of the CMCMUA is to provide health benefits to eligible employees who retire from the Authority after 25 years or more of service credit in a State or locally administered retirement system with ten (10) years of service with the CMCMUA pursuant to the employee's PERS membership tier set forth above and in accordance with the minimum PERS retirement benefits by membership tier requirements established for a Service Retirement, Early Retirement (excluding Early Retirement incurring a benefit reduction penalty), and Veteran Retirement and contingent upon meeting the following two Authority Policy conditions:

1. the CMCMUA employee must in all respects be immediately eligible for a retirement allowance from a State or locally administered retirement system in a manner consistent with State Law; and,
- 1.2. the CMCMUA employee was a full-time employee and eligible for CMCMUA paid medical coverage immediately preceding the effective date of retirement.

Years of Service means the years and months of pension service credited to the employee's account, including purchased service credit in PERS.

date of P.L. 2011, c. 78. Health care benefits shall be provided and partially paid for by the Authority in retirement, in a manner consistent with the contribution requirements set forth in State Law and/or applicable Authority employee contribution schedule, upon compliance with the following criteria for all "Schedule C" Employees:

Employees who attain the age of sixty five (65) years of age, or older, and retire from a New Jersey State or locally administered retirement system with thirty (30) or more years of service credit and with twenty five (25) or more years of service with the Authority, shall be eligible to receive health insurance benefits upon retirement from the CMGMUA.

"Schedule C" Employees that are eligible to receive health benefits in retirement shall, using the employee's retirement allowance as if it were the base salary, contribute toward the payment of insurance premiums during retirement consistent with the health benefits contribution "Percentage of Premium Charts" set forth in New Jersey P.L., 2011, C. 78 and/or applicable Authority health benefits contribution "Percentage of Premium Charts" that was in effect on the date the employee became eligible for the benefit provided that the contribution is, at a minimum, 1.5% of the employee's retirement allowance.

~~"Schedule D" Employees:~~ Defined as Authority employees hired after ratification of the Collective Bargaining Agreement effective January 1, 2017 through December 31, 2019 and who became enrolled in a State or local retirement system in New Jersey on or after the June 28, 2011 effective date of P.L. 2011, c. 78. Health care benefits shall be provided and partially paid for by the Authority for a maximum four (4) years commencing on the employees' retirement date and shall terminate four (4) years later or shall terminate upon the employee becoming eligible for Medicare, whichever comes first, in a manner consistent with the contribution requirements set forth in State Law and/or applicable Authority employee contribution schedule, upon compliance with the following criteria for all "Schedule D" Employees:

1. Employees who attain the age of sixty five (65) years of age, or older, and retire from a New Jersey State or locally administered retirement system with thirty (30) or more years of service credit and with twenty five (25) or more years of service with the Authority, shall be eligible to receive health insurance benefits upon retirement from the CMGMUA.

~~"Schedule D" Employees that are eligible to receive health benefits in retirement shall, using the employee's retirement allowance as if it were the base salary, contribute toward the payment of insurance premiums during retirement consistent with the health benefits contribution "Percentage of Premium Charts" set forth in New Jersey P.L., 2011, C. 78 and/or applicable Authority health benefits contribution "Percentage of Premium Charts" that was in effect on the date the employee became eligible for the benefit provided that the contribution is, at a minimum, 1.5% of the employee's retirement allowance.~~

the event that the Authority elects to enroll the eligible retirees in joint type coverage and the retiree designated with primary coverage dies, the eligible surviving spouse or civil union partner will continue to be provided with health benefits coverage. In the event a husband, wife or civil union partner is Medicare "eligible" that individual will be required to personally enroll in Medicare Part A and Part B. The Authority will reimburse the retirees for the standard premium of Medicare Part B.

In the case of the retirement of one (1) eligible spouse or civil union partner while the other spouse or civil union partner is still an active CMCMUA employee, health benefits coverage will be limited to either spouse or civil union partner with the other spouse or civil union partner covered as a family member. The other spouse or civil union partner will not be entitled to receive the \$2,500 per annum in-lieu of coverage payment as set forth in NJ Law, Chapter 2, P.L. 2010.

7. A retiree who marries during retirement is not eligible to add a spouse, dependent, or civil union partner to the health benefits plan or plans.
8. Eligible dependents will be those dependents covered under the Authority's health insurance plan(s) immediately preceding the effective date of the employee's retirement. Such dependents will retain coverage provided that they continue to satisfy the eligibility requirements for dependents as established by the applicable health benefits plan(s) and the requirements of this policy.
9. Failure of a retiree, surviving spouse, civil union partner, or other eligible dependent to remit any required premium contribution to the cost provisions of the health benefits plan(s) will result in termination of coverage.
10. If a retiree and their spouse divorce, the ex-spouse or civil union partner shall be removed from the Authority's health insurance plan at the end of the month in which the divorce decree or dissolution is filed in a Court. The retired employee must provide a copy of the official divorce decree or dissolution to the Human Resources Department immediately. The ex-spouse or civil union partner may be eligible for COBRA benefits or other coverage through a healthcare exchange or Medicare.

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## HIPAA COMPLIANCE

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The CMCMUA is committed to upholding both the letter and the spirit of the Health Insurance Portability and Accountability Act ("HIPAA") regarding the use, maintenance, transfer, and disposition of personal health care information. To the extent that the

Any employee who is found to be engaged in active outside employment, either self-employment or with any other employer, during this period will be subject to suspension of Workers' Compensation benefits and may be subject to disciplinary action by the CMCMUA.

In the event an employee returns to work after a work-related injury or illness, but remains under the Workers' Compensation doctor's care, the employee may schedule, during working hours, doctor required check-ups or therapy and the employee shall not lose pay or be required to use earned sick or vacation time while attending such check-ups or therapy, provided the employee:

1. Presents a doctor's note to their Supervisor documenting the date and time of the appointment prior to the date of the appointment.
2. Makes a good faith attempt to schedule the appointment outside their normal working hours.
3. Presents to their supervisor the completed Certificate of Visit for Work-Related Treatment Form noting appointment time arrival and departure with the healthcare provider's signature.
4. Returns to work after the appointment.

**ANY HOURS PAID TO THE EMPLOYEE FOR SUCH CHECK-UP OR THERAPY APPOINTMENT WILL NOT BE COUNTED AS HOURS WORKED FOR PURPOSES OF CALCULATING OVERTIME.**

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## PAID HOLIDAYS POLICY

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Regular (not temporary or seasonal) full-time employees shall be entitled to the following paid holidays as designated by the CMCMUA: New Year's Day; Martin Luther King Day; Presidents' Day; Good Friday; Memorial Day; Juneteenth (Observed on the third Friday of June); Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Day After Thanksgiving Day; Christmas Day.

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

To qualify for holiday pay, employees must be in pay status the scheduled workday immediately preceding and immediately following the holiday. Any employee who is absent without Authority approval on the day before or the day after a holiday shall not receive holiday pay unless the absence was approved in advance. If a paid holiday occurs while an employee is on approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.



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## SICK LEAVE POLICY

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The CMCMUA will provide earned sick leave, with pay, to all full time, part time, temporary, and seasonal employees. The calendar year is defined as the "benefit year".

- 1) The guidelines below establish procedures to be followed:
  - a) Earned sick leave shall begin to accrue upon the date that employment commences.
  - b) Earned sick leave shall accrue at the rate of one (1) day per month for each month of service, to a maximum of twelve (12) days per calendar year. Earned sick leave will be posted to employee leave records as of the last day of each month.
  - c) Employees will be eligible to begin to use earned sick leave as soon as it is accrued.
  - d) Employees will be compensated at the same rate of pay with the same benefits as the employee normally earns when earned sick leave is taken.
  - e) Sick leave shall not be advanced.
  - f) Sick leave does not accrue during a leave of absence without pay that exceeds seven (7) days.
  - g) Sick leave does not accrue while an employee is out of work on temporary disability leave, worker's compensation, disability leave or family medical leave.
  - h) Earned sick leave may be used in one-half (1/2) hour increments for a qualifying reason.
  - i) ~~An employee shall use all available sick leave prior to being eligible for FMLA leave due to their own serious health condition or the serious health condition of a family member. Sick leave may and FMLA leave run concurrently with FMLA leave if the reason for the FMLA leave is covered by this Policy. Employees should refer to the Family and Medical Leave Act Policy for more information.~~
  - j) Under the New Jersey Paid Sick Leave Act ("Act"), an employee may use earned sick leave for the following qualifying reason:
    - i. **Employee's own health condition** – time needed for diagnosis, care, or treatment of, or recovery from an employee's mental or

provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or

v-vi. **Parent-school conferences** - Attending a school-related function of the employee's child requested or required by the school responsible for the child's education, or attending a meeting concerning the care provided to the child in connection with the child's health conditions or disability.

- k) An employee may be subject to disciplinary action if earned sick leave is used for purposes other than those permitted under the Act.
- l) Earned sick leave taken under the Act shall not count as an absence for the purposes of employee discipline, discharge, demotion, suspension, a loss or reduction in pay or any other adverse employment action.
- m) When earned sick leave is taken either immediately before or after the use of weekly vacation time, personal days, Fridays and/or Mondays and there is evidence or a pattern that such use is an abuse of earned sick leave, disciplinary action may be taken.
- n) If an employee's need to use earned sick time is foreseeable, the employee shall provide their supervisor with seven (7) calendar days' notice prior to the date the leave is to begin. This notice shall also include its expected duration. Employees shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the Authority.
- o) When the reason for the use of earned sick leave is unforeseeable, the employee shall give notice to the Authority one (1) hour prior to their scheduled starting time of the intent and expected duration. Notification by anyone other than the bargaining unit employee may not be accepted unless the employee is physically incapable of notifying the Authority themselves.
- p) All employees are required to submit a "Leave Request and Authorization Form" to their respective supervisor for approval the next workday following the period of each absence, or in advance of the absence if the absence is foreseeable.
- q) When earned sick leave is taken for three (3) or more consecutive days, the employee shall submit to their supervisor reasonable documentation indicating that the leave was taken for reasons permitted under the Act.
  - i. If the leave is permitted for medical issues, documentation signed by a healthcare professional who is treating the employee or the "family

- u) The Authority shall not take retaliatory or discriminatory action in connection with an employee's request or use of earned sick leave.
  - v) Unused earned sick leave may accumulate from calendar year to calendar year up to a maximum of forty (40) hours total for part time, temporary, and seasonal employees; 2080 hours total for bargaining unit employees; and for an indefinite period for non-bargaining unit employees.
- 2) In an effort to recognize those employees who have perfect attendance for extended periods of time, the following procedures apply:
- a) Full-time bargaining unit employees who have perfect attendance for a period of three (3) defined months shall be granted one (1) additional personal leave day for each such period. Full-time non-bargaining unit employees who have perfect attendance for a period of three (3) defined months shall be granted one (1) compensatory day for each such period. The three (3) month periods are defined as follows:
    - i. January 1st through March 31<sup>st</sup>
    - ii. April 1st through June 30<sup>th</sup>
    - iii. July 1st through September 30<sup>th</sup>
    - iv. October 1st through December 31<sup>st</sup>
  - b) Perfect attendance is defined as attendance at work on every scheduled workday during the quarter with the exception of absences for approved, Authority-paid leave other than sick leave, (e.g. vacation, jury duty, bereavement leave, paid military leave, personal leave).
  - c) An unpaid absence of any duration is not considered attendance at work (e.g., leave without pay, suspension, workers' compensation disability, temporary disability, unpaid military leave, Family and Medical Leave Act leave).

CMCMUA reserves the right to limit vacations by location and/or job classification and/or shift, to a reasonable number.

6. For bargaining unit employees, there shall be no vacations taken during the summer "peak" periods, as determined by the CMCMUA, unless specific permission is granted by the Authority and except under the following conditions:
  - a. The employee must submit a written request prior to April 1st of each year.
  - b. The request must be for a minimum of five (5) consecutive work days.
  - c. No more than one (1) employee may be scheduled for vacation at each location each week of the summer "peak" periods.
  - d. Only one (1) request per year to use five (5) consecutive work days of vacation time per individual shall be allowable under this provision.
7. In the event an employee requests vacation leave not yet accrued, the Authority shall grant said request, one-time per calendar year, for up to five (5) days. However, during the probationary period, new employees may not request vacation leave not yet accrued. In the event an employee is terminated or leaves the employment of the Authority for any reason, the Authority shall have the right to recover the amount of time taken but not accrued from the employee's final pay.
8. Employees may only defer the number of day's equivalent to the number of days earned during the calendar year to the succeeding year; (e.g. those accruing 12, 15, 18, 20 or 22 days per year may only defer that number of days to the next year). Accrued vacation leave exceeding the maximum number of days/hours allowed to be deferred until the succeeding year will be forfeited and the employee will not be compensated for those forfeited days/hours.
9. Accrued unused vacation leave shall be paid to those employees who cease employment with the Authority for any reason, including termination, retirement, or death.

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## **PERSONAL LEAVE POLICY**

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The Authority will grant two (2) personal leave days per year, with pay, to all regular (not temporary or seasonal), full-time (working thirty-five (35) or forty (40) hours per week) employees.

The guidelines below establish procedures to be followed:

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## BEREAVEMENT LEAVE POLICY

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The Authority will provide bereavement leave, with pay, to its regular (not temporary or seasonal) full-time (working thirty-five (35) or forty (40) hours per week) employees who have a death in their "immediate family" or "non-immediate family", as defined below.

- Approved bereavement leave will not be charged against any category of accrued leave.
- Proof of death, relationship, and/or location of the funeral may be required by the Authority.
- Bereavement leave must be scheduled in advance, whenever possible, with the employee's immediate supervisor. If scheduling in advance is not possible, the employee shall make every reasonable effort to contact their immediate supervisor or the Authority's Human Resources Director as soon as possible regarding an absence from work due to bereavement leave. A written request for leave must be filled out by the employee on the first day back to work.

### Immediate Family

1. All eligible employees shall be granted leave, up to a maximum of three (3) consecutive workdays without loss of regular straight-time pay, upon the death of an immediate family member. All bereavement leave must be taken within three (3) weeks of the date of the death. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, ~~two (2)~~ two (2) additional consecutive days shall be granted.
2. The term "immediate family" is defined for this Policy to include the employee's spouse, civil union partner, children, parents, step-parent, step-children, grandparents, legal guardians, grandchildren, brothers and sisters, spouse's or civil union partner's parent and spouse's or civil union partner's grandparents.

### Non-Immediate Family

1. In the event of a death in the employee's non-immediate family, eligible employees shall be entitled to one (1) day of leave to attend the funeral, without loss of regular straight-time pay. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
2. The term "non-immediate family" is defined for this Policy to include the employee's brother-in-law, sister-in-law, step-brother, step-sister, or any other relative residing permanently in the employee's household.

8. During any unpaid leave of absence, an employee may not engage in any employment of any kind, whether full time, part time, or self-employment.
9. The CMCMUA shall have the sole discretion in matters of leaves of absence, and each decision shall be made on its own merits. In no event shall the decision whether or not to grant a leave of absence be considered as setting a precedent as to any other decision regarding a leave of absence. Denial of a leave of absence shall not be the subject of any Employee Complaint or Grievance; however, an employee whose request has been denied shall have the right to a personal appearance before the Executive Director.

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## **TEMPORARY DISABILITY LEAVE (UNPAID) POLICY**

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The CMCMUA shall consider an employee's request for Temporary Disability Leave ("TDL"), without pay, in accordance with the procedure set forth below.

1. Employees disabled through personal illness or injury may request unpaid TDL under the following conditions:
  - a. The employee must first exhaust all accrued sick leave. At the employee's option, accrued vacation leave may also be utilized prior to the employee becoming eligible for TDL;
  - b. The employee must complete a "Form For Request For Leave Of Absence Without Pay For Temporary Disability" and submit the completed form to the employee's supervisor who shall forward it to the Program Manager;
  - c. A certificate from the employee's attending physician must be submitted with the request. The certificate must declare that the employee is unable to work and must include the anticipated date that the employee is expected to return to work; and
  - d. The TDL request shall not exceed sixty (60) days in length. If additional time is needed, the employee must submit a request for extension by completing the "Form For Request For Leave Of Absence Without Pay For Temporary Disability", and provide a certificate from the attending physician declaring that the employee is still unable to work and the anticipated date that the employee is expected to return to work. Such a written request must be submitted to the Human Resources Director at least ten (10) days prior to the expiration of the previously approved TDL.
2. Requests for an unpaid TDL or any extension thereof will be considered at the sole discretion of the Authority and each decision to grant or deny TDL shall be made

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## FAMILY AND MEDICAL LEAVE

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In accordance with the federal Family and Medical Leave Act ("FMLA"), the CMCMUA provides eligible employees with up to twelve (12) weeks of unpaid medical and family leave during any twelve (12) month period and up to twenty-six (26) workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the CMCMUA's policies implementing the FMLA.

### Leave Available

Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

- The birth, adoption or placement for foster care of the son or daughter of an employee, and to care for such child;
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member; or
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee's inability to work for more than three (3) consecutive days (although there are certain exceptions to this rule);
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed forces, National Guard or Reserves on active duty status during the deployment to a foreign country, and or has been notified of an impending call to active duty status as such in support of a contingency operation.

In addition, eligible employees who are either spouse, son, daughter, parent or next of kin of a Covered Service member shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the Covered Service member. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Service member shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

### Definitions

"Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five years preceding the family member's initial request for

## Notice

When the leave is foreseeable, at least thirty (30) days' advance notice to the CMCMUA, in writing, is required. If thirty (30) days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

## Certification

Where leave is taken to care for a family member with a serious health condition or because of the employee's own serious health condition, medical certification is required and periodic recertification may be required. In addition, where the leave is taken because of the employee's own serious health condition, a certification of fitness to return to work will be required.

The CMCMUA, at its expense, may require an examination by a second healthcare provider designated by the CMCMUA. If the second healthcare provider's opinion conflicts with the original medical certification, the CMCMUA, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the regular Armed Forces, National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Service member to support such leave.

**Absent unusual circumstances, medical certifications must be provided within fifteen (15) days. The CMCMUA will also require periodic status reports from employees concerning their intended return date.**

## Failure to provide requested documentation may result in denial of leave

The CMCMUA may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the CMCMUA may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.



control, the employee must pay back all unpaid health insurance premiums. With regard to the employee's contribution portion of his/her health benefits and any voluntary supplemental benefits that the employee may have, the employee is solely responsible for making payment arrangements with the CMCMUA or for any voluntary benefits, to the respective insurance company. The employee's healthcare coverage may cease if premium payment is more than thirty (30) days late. With regard to any pension contribution the employee may have, the employee must contact the Human Resources Director to make payment arrangements concerning contributions or credits paid toward pension benefits.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness for duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the CMCMUA within two (2) business days of the change.

A failure to return from FMLA leave for reasons other than the employee's own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the CMCMUA before the expiration of the leave to discuss their options under state and federal law. State leave laws may provide additional leave similar to that provided under the FMLA. The CMCMUA will comply with these state law provisions to the extent they provide for more generous benefits. State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

#### Family Temporary Disability

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

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## **NEW JERSEY FAMILY LEAVE**

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The CMCMUA provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act ("NJFLA").

employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

Leave taken to care for a newly born or adopted child or for a child placed into foster care with the employee may be consecutive or intermittent and must begin by the end of the twelve (12) month period after the birth or placement for adoption or foster care.

### Leave Benefits

An employee may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period that commences with the first day of NJFLA leave taken.

You may take NJFLA leave:

- As a single block of time.
- By reducing your normal ~~weekly, but not daily,~~ work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- In the case of a family member who has a serious health condition, ~~intermittently in increments lasting at least one week, but less than twelve (12) weeks in a consecutive twelve (12) month period,~~ when medically necessary.
- In the case of the foster care placement, birth or adoption of a healthy child, the leave may be taken intermittently; the employee shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the CMCMUA.

Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the CMCMUA's operations. The total time within which an intermittent leave is taken may not exceed a twelve (12) month period, if such leave is taken in connection with a single serious health condition.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive twenty-four (24) month period, or until such time as the employee's twelve (12) week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive twenty-four (24) week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive twenty-four (24) month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

### Returning to Work after NJFLA Leave

On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the CMCMUA's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (for example, if the employee has no other Authority-provided leave available to him/her).

### Retaliation Prohibited

The CMCMUA and the NJFLA prohibit the interference with, restraint of or denial of any right provided under the NJFLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA. The CMCMUA encourages employees to bring any concerns or complaints about retaliation or compliance with the NJFLA to the attention of Director of Training and Development/Employee Relations or the Human Resources Director.

### New Jersey Family Leave Insurance

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee's job is not protected while receiving FLI benefits – unless the employee is eligible for leave under the FMLA, NJFLA, or is otherwise designated for an approved family leave of absence.

Employees must provide the CMCMUA with advance notice of need for leave, as follows:

- At least thirty (30) days before leave to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.
- At least fifteen (15) days before leave to care for a seriously ill family member or leave to bond with a newborn or newly adopted child on an intermittent basis unless an emergency or other unforeseen circumstance precludes advance notice.

## **Section Four: Personnel Rules and Regulations**

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## ATTENDANCE POLICY

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Timely and regular attendance is a performance expectation of all Authority employees. All employees are expected to report to work punctually as scheduled and being at the work location, ready for work, at the assigned time.

### Absence

An employee is deemed absent when he/she is unavailable for work as assigned/scheduled and such time off was not scheduled/approved in advance in accordance with the Collective Bargaining Agreement and/or this Manual.

### Tardy

An employee is deemed to be tardy when he/she:

- Fails to report for work at the assigned/scheduled work time and area prepared to start work;
- Leaves work prior to the end of assigned/scheduled work time without prior supervisory approval;
- Takes extended meal or break period without approval.

### Time Clocks and Failure to Clock In/Out

Employees are required to follow established guidelines for recording their actual hours worked. A missed clock in/out is a violation of this policy and includes:

- Failure to clock in/out on their designated time clock at the beginning and/or end of their assigned shift;
- Failure to clock in/out on their designated time clock for the meal break;
- Failure to accurately and timely report time worked;
- Clocking in/out early (or late) of assigned shift without prior Supervisory approval.

Absence and tardiness will not be tolerated, except in emergencies or when given prior approval by a Supervisor. Unauthorized, unscheduled or excessive absences, tardiness, or early departures (whether excused or unexcused), failure to provide appropriate notification, or abuse of sick leave or other paid time off may result in corrective action up to and including termination of employment.

Employees will be subject to disciplinary action, up to and including termination for no call/no show.

Tardiness or leaving work early is subject to loss of pay. The lost work time will be computed in quarters of an hour; loss time to be calculated to the next higher quarter of the hour, as follows:

7 minutes or less	no loss of time
8 minutes to 22 minutes	0.25 Hour
23 minutes to 37 minutes	0.50 Hour
38 minutes to 52 minutes	0.75 Hour
53 minutes to 60 minutes	1.0 Hour

An employee or newly hired probationary employee may only clock-in within seven (7) minutes prior to the start of their scheduled shift. No overtime shall be paid for clocking in prior to the start of, or for clocking out after the end of, a paid work period unless such overtime is expressly authorized by a Supervisor.

An employee who is late seven (7) minutes or less is considered tardy, but will be paid for the time. Tardiness of more than seven (7) minutes will be unpaid.

Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each employee so that the CMCMUA may meet its commitments to the community. Employee absences place an additional burden on the remaining work force and can seriously affect the Authority's ability to service County residents. All employees are expected to report to work punctually as scheduled and be at the work location, ready for work, at the assigned time. Absence and lateness will not be tolerated, except in emergencies or when given prior approval by a Supervisor. Unexcused or excessive absences, tardiness or leaving work early is cause for disciplinary action up to and including termination.

All employees shall notify their Supervisor as far in advance as possible whenever they are unable to report for work, know that they will be late, or must leave early.

All employees are required to contact their immediate Supervisor at least one (1) hour prior to when a work shift commences when not reporting for work. Such notification shall include a reason for the absence and an indication of when the employee can be expected to report for work. Failure to properly notify your immediate Supervisor of any absence may result in disciplinary action.

Attendance and punctuality will be considered, among other factors, in the employee's performance review. If an employee needs to leave work early, the employee must receive permission from their supervisor. An employee who is absent from work for five (5) or more consecutive work days without approval or notification or fails to return to work for five or more consecutive working days following an approved leave of absence shall be deemed to have voluntarily resigned from their position.

CMCMUA employees are not required to report to work, no leave time will be charged to the employee for the day, or portion of the day.

None of the provisions in this Policy apply to any necessary field operations and/or essential employees who are required to report to work in the event of such emergencies and/or unsafe conditions. Any employee, who is uncertain if they are considered an essential employee or if they are required to report to work, should contact their supervisor.

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## **CHANGING VITAL INFORMATION**

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It is the responsibility of each employee to notify the Human Resources Department promptly, in writing, of any changes of vital information including but not limited to:

- Name
- Address
- Telephone Number
- Marital Status
- Dependent Children
- Change in status for health care programs
- Change in status for dental coverage
- Change in tax status for tax withholding purposes
- Persons to notify in case of emergency

Changes may be accomplished by completing and filing an Emergency Data and Dependent Information Form with Human Resources.

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## **DOMESTIC VIOLENCE POLICY**

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The purpose of the State of New Jersey Domestic Violence Policy for Public Employers (herein "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in accordance with N.J.S.A. 11A:2-6a. The purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees.

a dating relationship.

“Workplace-Related Incidents”: Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

#### Persons Covered by this Policy

All employees are covered under this policy, including full and part time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location.

The CMCMUA hereby designates the following employees as the Primary HRO and Secondary HRO, to assist employees who are victims of domestic violence.

#### Primary HRO

Karen Tierney, Director of Training and Development/Employee Relations, (609) 465.9026 x1214

#### Secondary HRO

Alicia L. Cooper, Human Resources Director, (609) 465.9026 x1212

The designated Primary and Secondary HRO shall receive training on responding to and assisting employees who are domestic violence victims in accordance with this policy.

Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

The name and contact information of the designated HRO will be provided to all employees.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. For example, if there is any indication a child may



- Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs shall be maintained in a separate confidential personnel file.

### Confidentiality Policy

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

### Confidentiality of Employee Records

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

- Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the CMCMUA.
- Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance; or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.
- Commit to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to Human Resources of the status or if Human Resources has reason to believe an employee is a victim of domestic violence.
- Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. Any employee may contact the Director of Training and Development/Employee Relations, the Human Resources Director, or the Executive Director in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act or the New Jersey Law Against Discrimination and corresponding policies.

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## **CONTAGIOUS/LIFE-THREATENING ILLNESS POLICY**

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The CMCMUA is committed to providing and maintaining a healthy and safe work environment which allows all employees to perform their jobs in a safe and productive manner. The CMCMUA respects the dignity and worth of every employee through its Equal Opportunity Employment statement, which explains its policy and practice with respect to prohibiting discrimination in every phase of employment. The CMCMUA provides support for individual employees who may be facing the trauma of a life-threatening or catastrophic illness. The purpose of this policy is to support the physical

procedures. Failure to do so constitutes grounds for disciplinary action. Authority Supervisors and managers are responsible to understand and enforce safety policies and promote safe work practices.

Any occupational or unsafe public condition, practice, procedure, or act must immediately be reported to a supervisor or Program Manager and the Authority's Risk Program Manager. Any on-the-job incident that results in an injury to a CMCMUA employee or member of the public and/or damage to CMCMUA facilities, equipment, or motor vehicles must immediately be reported to a supervisor or Program Manager and the Risk Program Manager. The applicable injury/damage report shall also be completed. Failure to report constitutes grounds for disciplinary action.

Employees are encouraged to discuss safety concerns with their Supervisor and the Risk Program Manager.

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## **TRANSITIONAL DUTY POLICY**

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The Authority will endeavor to provide transitional duty assignments to an employee who is recovering and recuperating from a work-related injury or illness and has been given temporary physical work restrictions or limitations by an authorized medical provider. Transitional duty assignments are modified to accommodate the physical limitations imposed by injury or illness, as determined by medical professionals involved in the care of the employee. A transitional duty assignment is temporary in nature with the goal being to have the employee return to full duty. Depending upon the injury or illness, the transitional duty assignment is not guaranteed and will not exceed thirty (30) workdays. The CMCMUA will make every effort, on a case by case basis, to accommodate an employee under the Americans with Disabilities Act (ADA) absent an undue hardship by the Authority.

### Definitions

**"Americans with Disabilities Act (ADA)":** Federal legislation passed in 1990 that prohibits discrimination against people with disabilities. The ADA makes it unlawful to discriminate against a disabled person in terms of employment opportunities, access to transportation, public accommodations, communications, and government activities. The law prohibits state and local governments from discriminating against the disabled. Employers are required to make reasonable accommodations in order for a disabled person to perform their job function.

**"Fair Labor Standards Act (FLSA)":** Federal legislation enacted in 1938, and subsequently amended, setting forth the standards for minimum wage requirements, overtime payments, necessary recordkeeping provisions, and child labor in the U.S., which affect those employees working both on a full-time and part-time basis in the federal, state, and local government as well.

perform the assignment), the transitional duty assignment may be refused by the CMCMUA.

- c. Transitional Duty is **temporary**, lasting no more than 30 work days.
- d. All employees who are receiving Workers' Compensation indemnity payments and working Transitional Duty assignments must follow the restrictions imposed by the Treating Physician while engaging in all activities.
- e. The Transitional Duty policy does not affect the rights and privileges of employees under the provisions of the, Fair Labor Standards Act OR Americans with Disabilities Act or other federal or state law or regulations.
- f. Refusal of a transitional duty assignment may adversely affect the employee's worker's compensation temporary disability benefits.
- g. Employees must schedule medical or physical therapy visits outside normal working hours. If that is not possible, the employee must complete the form requesting time off during working hours and will be allotted time off provided:
  - a. the employee presents a Treating Physician's and/or physical therapy note to their supervisor indicating the date and time of the appointment prior to the date of the appointment;
  - b. the employee makes a good faith attempt to schedule the appointment outside their normal working hours;
  - c. the employee presents the Authority's form "Certificate of Visit for Work-Related Treatment" to the Treating Physician for completion, and shall submit the completed form to their supervisor;
  - d. the employee returns to work after the appointment to finish their shift; and,
  - e. any hours paid to the employee for such an appointment will not be counted as hours worked for purposes of calculating overtime.
- h. Transitional duty assignments are not guaranteed. Each assignment is reviewed on a case by case basis in accordance with the procedure set forth herein.
- i. The Authority reserves the right at any time to request a functional capacity evaluation (FCE) of the injured employee to determine their fitness for assignment.
- j. Employees will be paid their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Executive Director. All overtime assignments must be approved in advance by the employee's Supervisor, and must be in accordance with the transitional duty assignment and limitations set forth by the Treating Physician.

update the Human Resources Director on the employee's medical status after each medical visit. If it appears as if the injured worker will not be able to return to work after the initial **30 work day transitional duty limit**, the Human Resources Director will consult with the Nurse Case Manager, and, if necessary, the Treating Physician, to determine whether the assignment should be continued until the employee reaches maximum medical improvement (MMI) OR until the injured worker can return to work to his/her former position without restrictions. The decision of the Human Resources Director will be final.

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## CONFIDENTIALITY OF PERSONNEL RECORDS POLICY

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The Human Resources Director shall maintain the official personnel file for each employee. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition shall be maintained in a separate file and must be protected from unauthorized access. While the CMCMUA endeavors to maintain the privacy of such personnel and medical records, there are limited circumstances in which the CMCMUA will release information contained in personnel files or medical records to persons outside the Authority on a need-to-know basis. The disclosure of any such personnel and/or medical information shall be under very limited circumstances in accordance with any applicable legal requirements.

Personnel records, other than name, title, salary, compensation, dates of service, reason for separation, and information on specific educational or medical qualifications required for employment, are confidential and are available only to the employee, an authorized representative of the employee, and Human Resources officials. Personnel records may also be available to the Executive Director, Program Manager's, and the CMCMUA's General Legal Counsel on a need-to-know basis in connection with official duties. Additionally, the Authority will make the records available as required by law.

Employees are entitled to review the contents of their personnel folder, except for reference checks and other information provided to the Authority in the hiring process, or medical records. To protect the integrity of the personnel files, the employee will review the personnel file in the presence of the human resource official or their designee upon reasonable notice and at such time as mutually agreed. An employee may not remove any papers from their file. An employee may add written documentation to their file to record their version of any disputed item which may be contained in their file. An employee may not alter existing files. A fee will be charged for copies of any documents requested by any employee from their personnel file as per Resolution #101-10 regarding fees related to Open Public Records Act Requests.

- To administer benefit plans;
- To an authorized health care provider;
- To emergency responders, when necessary; and
- To Authority supervisors when an employee requests a promotion or lateral transfer; however, this information release shall be limited to appropriate personnel files only and shall not include medical records.

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## **OPEN PUBLIC MEETINGS ACT (PERSONNEL MATTERS) POLICY**

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Discussions by the governing body of the Authority, or any majority of its Board of Commissioners, concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current employee shall be in closed session, with the right of the employee to be present, unless the individual requests, in writing, that the discussion be held in open session. If an individual makes such a request for an open session discussion, it must be granted. Prior to the discussion by the Authority Board of Commissioners or any majority of its Board of Commissioners, concerning such matters, the Recording Secretary shall notify the affected person(s) of the meeting date, time and place, the matters to be discussed and the person's rights to request that the discussion occur in open session. In the event more than one person is affected by the discussion, and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session. If the individual(s) does not request that the discussion be held in an open session, the CMCMUA may, at its sole discretion, invite the affected individual(s) to attend the applicable portion of the closed session.

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## **ETHICAL CONDUCT POLICY**

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It is the Policy of the CMCMUA to prohibit its employees from engaging in any activity, practice, or act which conflicts with the interests of the Authority or its customers. CMCMUA employees are expected to conduct Authority business according to the highest ethical standards of public service. While the Authority recognizes the right of employees to engage in outside activities that are private in nature, any outside activities that appear to create a conflict between the employee and the CMCMUA's interests are unlawful pursuant to the provisions of the Local Government Ethics Law.

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## **CONFIDENTIAL INFORMATION POLICY**

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It is the Policy of the Authority that employees of the Authority may not disclose, divulge, or make accessible confidential information belonging to, or obtained through their affiliation with the Authority to any person, including relatives, friends, and business and professional associates, other than to persons who have a legitimate need for such information and to whom the Authority has authorized disclosure.

Employees shall use confidential information solely for the purpose of performing services as an employee for the Authority. This Policy is not intended to prevent disclosure where disclosure is required by law.

Employees must exercise good judgment and care at all times to avoid unauthorized or improper disclosures of confidential information. Conversations in public places, such as restaurants, elevators, and public transportation, should be limited to matters that do not pertain to information of a sensitive or confidential nature. In addition, employees should be sensitive to the risk of inadvertent disclosure and should for example, refrain from leaving confidential information on desks or otherwise in plain view and refrain from the use of speaker phones to discuss confidential information if the conversation could be heard by unauthorized persons.

Upon termination of an employee's relationship with the Authority, the employee shall return, at the request of the Authority, all documents, papers, and other materials in their possession, regardless of medium, which may contain or be derived from confidential information.

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## **POLITICAL ACTIVITY POLICY**

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Employees of the CMCMUA have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. In accordance with State law, employees are prohibited from engaging in political activities while performing their public duties and from using the CMCMUA's time, supplies or equipment in any political activity. Political activities include, but are not limited to, advocating the election or appointment of any candidate for office, verbally or otherwise, and soliciting funds for campaigns or campaign materials.

Additionally, State law precludes employees from directly or indirectly using their position to control or affect the political action of another person. In accordance with the Hatch Act and Federal regulations, an employee whose principal employment is with a program financed in whole or in part by Federal funds or loans shall not:

The performance evaluation process should include:

- A productive climate for the discussion. In preparing the Employment Performance Evaluation Form ("Evaluation Form"), prior evaluations should be reviewed to identify trends. Employees must be notified in advance of the meeting. The meeting should be private without interruptions in a comfortable environment.
- A discussion of expectations for each performance area should be reviewed. The employee should confirm their understanding of job requirements. Refer to the job description as appropriate.
- The employee should be given a rating in each performance area. The supervisor should be prepared to refer to documentation. Employees should be evaluated based on set standards, not as they compare to other employees. It is rare that any person's rating in all areas is either high or low. The evaluation should consider performance during the entire review period, not just the recent past. Care should be taken to avoid allowing one aspect of a person's performance to overshadow all other performance factors be it positive or negative. Ideally, each performance area should be evaluated individually based on specific behaviors exhibited.
- Future performance and development of the employee should be discussed. If any item is rated 2.5 "specific additional emphasis is needed", or rated 2.0 "specific improvement is needed", or rated 1.0 "must be improved", specific performance goals must be established for the next review period along with plans for achieving those goals.
- A summary of all ratings and the overall rating for the review period should be discussed during the meeting.

It is crucial that all evaluators complete the Evaluation Forms with care and with complete candor. Although evaluators are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the Evaluation Form, and verbally with the employee.

The evaluator should use the following terms to describe employee performance when completing an evaluation:

- Exceptional and consistently at a level significantly above standards (rating 4.0);
- Regularly exceeds job standard and is noticeably beyond what is normally expected (rating 3.5);
- Completely corresponds to job requirements (rating 3.0);



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## EMPLOYEE DISCIPLINE POLICY

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The CMCMUA establishes the following rules for the common guidance of all employees to ensure the efficient operation of the Authority. These rules establish a fundamental system of conduct that is designed for the convenience and protection of all employees. Breaches of these or any other rules, regulations, policies, procedures, or basic practices will result in disciplinary action, up to and including termination. It is impossible to list rules to cover every situation; therefore, the absence of a specific activity from this list will not be considered the basis for avoiding disciplinary action when the CMCMUA believes that such action is warranted. Actions of willful misconduct are included herein.

CMCMUA employees will be subject to disciplinary action for engaging in any prohibited activities which include, but are not limited to, the following:

- Failure to perform responsibilities and duties, inefficiency, or substandard performance;
- Inability to perform duties;
- Carrying weapons or any kind on CMCMUA premises;
- Neglect of duty;
- Being under the influence of alcohol or illegal substances on Authority property and at any time during work hours;
- Possession, sale, transfer or use of alcohol or illegal substances on Authority property and at any time during work hours;
- Theft, or attempting theft of property from customers, the CMCMUA, or fellow employees;
- Conduct unbecoming a public employee;
- Fighting, horseplay, disorderly conduct and use of abusive and/or obscene language on Employer premises;
- Conviction of a crime or disorderly persons offense;
- Discrimination that affects equal employment opportunity, including sexual harassment;
- Harassment of co-workers, vendors, and members of the public;

- Misuse of public property, including motor vehicles;
- Smoking in any Authority owned building, vehicle, or equipment;
- Unauthorized or careless use of Authority-owned facilities, tools, equipment, computers, Internet, email, or Authority IT Resources; and
- Other sufficient cause.

Major disciplinary action includes termination, disciplinary demotion, or suspension exceeding five (5) working days. Minor disciplinary action includes an informal oral reprimand, a formal written reprimand, or suspension of less than five (5) working days. Employees covered by a collective bargaining agreement or executed employment contract who object to the terms and conditions of the discipline, are entitled to proceed through the applicable grievance procedure. In every case involving employee discipline, employees are encouraged to respond to charges either verbally or in writing.

This Policy does not alter in any way the "at will" employment relationship as detailed previously in this Manual.

All employees are expected to meet the CMCMUA's work performance standards. The intent of this procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance and counseling in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the CMCMUA's policies and procedures, and other disciplinary problems. Egregious issues/violations may result in major disciplinary actions upon a first offense, up to and including termination.

Disciplinary action has historically been applied judiciously by CMCMUA supervisors. Should a supervisor believe that an employee is not conforming to the CMCMUA's policies and procedures or to specific instructions, or has acted improperly, the supervisor, depending on the circumstances, may reprimand the employee verbally or in writing that their actions have been improper and warn against further occurrences. All employee reprimands, including verbal warnings, must be documented by the supervisor. The "Employee Discipline Report" shall be utilized by supervisors to document all levels of employee discipline. The original completed "Employee Discipline Report" must be forwarded to the Human Resources Director for the employee's official personnel file and a copy provided to the employee. When a supervisor believes that an action has occurred which may warrant suspension or dismissal, such matters must be brought to the attention of the Program Manager. Prior review and approval of a major disciplinary action (i.e., an employee suspension in excess of five (5) working days or termination) by management staff not directly involved in the personnel matter will provide an opportunity for an objective review of the circumstances and documentation related to the proposed action.

CMCMUA to the employee in any civil or criminal matter brought in any Court arising from improper use of a CMCMUA vehicle. The CMCMUA also expressly reserves its right to seek indemnification and/or contribution from employees (including their personal automobile insurance policies) found to have acted in violation of this policy to the maximum extent permitted by law.

#### Driving Privileges and Licensure

Any employee of the CMCMUA whose work may require the operation of a CMCMUA vehicle, or other motorized equipment capable of transporting a person or persons, must hold a valid New Jersey State Driver's License for the type of vehicle or equipment they may be required to operate. This includes employees that may use a personally owned vehicle while performing in the capacity of an agent of the CMCMUA.

Employees are required to file a copy of a valid driver's license with the CMCMUA prior to the use of a CMCMUA vehicle. Upon request, an employee must provide a copy of their driver's license or other required documents within twenty-four (24) hours of said request.

Employees shall inform the CMCMUA within twenty-four (24) hours of any changes in the status of their driving privileges.

If an Authority employee who is required to drive as part of their assigned duties allows their driver's license to expire or if it is suspended or revoked, temporarily or permanently, the employee must notify their Supervisor of these circumstances when next reporting to duty. As soon as possible following receipt of an employee's report regarding their loss of driving privileges, the Authority will determine, at its sole discretion, whether or not the individual's employment will be continued. At the discretion of the Authority, temporary duties may be assigned pending the restoration of the employee's driving privileges.

If the employee fails to report the loss or expiration of their driving privileges to their supervisor, and it is subsequently discovered that the employee's driver's license has been suspended or revoked or has expired, the employee will be subject to appropriate disciplinary action up to and including demotion or termination. If it is further determined that the employee operated an Authority vehicle during the period of such suspension, revocation, or expiration, the employee will be terminated.

Employees that possess a commercial driver's license shall provide a valid medical certification to Human Resources.

Employees that are required to possess a commercial driver's license must register in the FMCSA Clearinghouse and consent to granting the CMCMUA Designated Employer Representative ("DER") limited access to query the Clearinghouse annually. Newly hired CDL drivers will be responsible for registering with the Clearinghouse at the time of orientation. All new hires will consent to a fully query. Once employed, if a limited query indicates a drug or alcohol note in the employee's driver history, the CMCMUA will have

Continued employment in a position with driving duties also requires a Driver History Abstract record meeting the standards outlined below. The standard for motor vehicle operators is as follows:

- All motor vehicle operators must have a valid New Jersey driver's license.
- If subsequent to an MVR check it is discovered that an Authority vehicle operator falls either into the "poor" or "borderline" categories, as set forth in the "Motor Vehicle Operator Grading Criteria" presented below, the employee will be required to attend the Authority's driver safety program.
- Grading Criteria" presented below, the employee will be required to attend the Authority's driver safety program.
- **Motor Vehicle Operator Grading Criteria (*Last Three Years*)**

Number of Minor Violations	Number of Preventable Collisions			
	0	1	2	3
0	Acceptable	Acceptable	Borderline	Poor
1	Acceptable	Acceptable	Borderline	Poor
2	Acceptable	Borderline	Poor	Poor
3	Borderline	Poor	Poor	Poor
4	Poor	Poor	Poor	Poor
<b>Any Major Violation</b>	Poor	Poor	Poor	Poor

- Carelessness
- Unsafe operation
- Failure to obey traffic signals or directions
- Exceeding the posted speed limit
- Driving Under the Influence (DUI)
- Other violation of N.J.S.A. 39:1-1 et seq.

### Location of Vehicles

As work assignments dictate, an Authority vehicle may be permanently or temporarily assigned to be taken home. When Authority vehicles are parked at an employee's residence, it is the employee's responsibility to take measures to prevent theft, damage, or vandalism of the vehicle.

### Commuting

The use of a CMCMUA vehicle for driving to and from work is voluntary and does not entitle the employee to compensation or pay while engaged in that activity.

### Accidents and Incidents

Any employee involved in a motor vehicle collision while operating an Authority vehicle must immediately contact their supervisor and complete a Motor Vehicle Collision Report. All vehicle collision reports will be reviewed by the employee's supervisor and the Risk Program Manager.

An employee may be required to submit to an alcohol or drug screening test following an accident or incident if there is a reasonable suspicion to believe that the employee's use of drugs or alcohol may have contributed to the cause of the accident or as otherwise required by law or other policy of the CMCMUA.

### Citations and Violations

Operators of CMCMUA vehicles are expected to follow all laws, regulations and rules prescribed by the Motor Vehicle Commission. Any employee issued a summons while operating an Authority vehicle, or any other vehicle being used while on Authority business, must notify their supervisor. Drivers are responsible for paying any moving violation tickets and **MUST** notify the CMCMUA of said violations within forty-eight (48) hours of receipt of said ticket (regardless of the employee's decision to contest such ticket in municipal court). Drivers are responsible for paying all parking tickets incurred. The

employee must refrain from driving until they notify the CMCMUA and awaits clearance to resume driving.

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## EMPLOYEE PRIVACY POLICY

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Your privacy is important to the CMCMUA, and we're committed to the protection of your privacy in your employment with us. It is the policy of the CMCMUA to ensure, to the extent practicable and appropriate, that the privacy of all employees' personal information and records are protected and that employees having access to Protected Health Information ("PHI") or Protected Identifiable Information ("PII") shall not disclose such information to any unauthorized person. Privacy controls are also governed by the CMCMUA's Clean Desk/Desktop Policy. Employees are duty-bound to protect the personal privacy of another's PHI and PII. Any deliberate violation of this policy is subject to disciplinary action up to and including termination. The Human Resources Director shall serve as the Authority's Privacy Official. You may contact the Human Resource Director for any questions you have about the handling and processing of your personal data.

The Authority's Human Resources Department will respond to a request by a recognized lending institution for credit information as follows:

1. Only employment will be verified by telephone.
2. Requests for additional information must be submitted to the Authority in writing.
3. All requests must be accompanied by a release signed by the employee.

### Procedure

- Employees are to report circumstances to the Human Resources Director of an Authority computer displaying PHI and/or PII potentially being viewed by unauthorized people.
- Employees are not permitted to attempt and/or to gain any access to confidential employee data or other information that they do not have a need to know.
- No employee may download data regarding PHI and PII from the CMCMUA's computers onto diskette, CD, hard drive, fax, scanner, any network drive, or any other hardware, software, or paper without the express permission of the Human Resources Director or the Executive Director.
- Employees are encouraged to report suspected improprieties without fear of retaliation.

- If you have a network capable device (ex. laptop) plugged into an ethernet jack located in a CMCMUA facility building;
- If you have a wireless capable device (ex. laptop, smartphone) and connect to the CMCMUA Business WiFi;
- If you connect from a computer through the CMCMUA VPN (virtual private network).

“Encryption”: Encryption is a procedure used to convert data from its original form to a format that is unreadable and/or unusable to anyone without the tools/information needed to reverse the encryption process.

“Proprietary Information”: Material and information relating to or associated with a company's products, business, or activities, including but not limited to financial information; data or statements; trade secrets; product research and development; existing and future product designs and performance specifications; marketing plans or techniques; schematics; client lists; computer programs; processes; and know-how that has been clearly identified and properly marked by the company as proprietary information, trade secrets, or company confidential information.

“Sensitive Information”: Information where the loss, misuse, or unauthorized access or modification could adversely affect the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act); that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

It is the policy of the CMCMUA that Authority IT Resources are for official business use. Use of Authority IT Resources and related services for non-business purposes shall be limited to lunch and rest breaks. All files, email, voice mail, text messages, images, and Internet communications associated with Authority IT Resources, or on personal devices while conducting CMCMUA business, shall be considered the property of the Authority and may be deemed public records subject to possible disclosure under the provisions of the Open Public Records Act (N.J.S.A. 47:1A-1, et. seq.).

The CMCMUA reserves the right and intends to monitor, collect, record, review, filter, block, and/or disclose all electronic activities conducted on any Authority IT Resources or provided services deemed necessary and appropriate by the Authority. The CMCMUA may review employee activity and analyze usage patterns to ensure that IT Resources and services are used exclusively for CMCMUA business purposes, as set forth in this Policy, and that such use is appropriate. No employee should have any expectation of privacy in any information stored, received, or sent on any of the Authority's IT systems even if personal in nature.

By using Authority IT Resources, either through Authority provided equipment or through personal network connected equipment (BYOD Policy), each user agrees that the

## Email and Internet Prohibited Use

Prohibited use of CMCMUA e-mail and Internet systems at all times includes, but is not limited to, the following:

- Inappropriate sites;
- Email conversations with other CMCMUA employees that are personal in nature;
- Sharing personal photos or videos;
- Forwarding of chain emails;
- Soliciting money or conducting any activity for personal gain, such as forwarding sales information for a personal business;
- Use of social networking sites except as allowable by the CMCMUA Social Media Policy;
- Conducting personal business, such as shopping, applying for loans, banking and paying bills on-line, accessing credit card account information, etc.
- Playing games or listening to music;
- Accessing chat rooms, blogging, or message boards;
- Participating in gambling activities;
- Conducting an external job search;
- Visiting political websites, distributing or receiving information regarding election campaigns, or political causes for candidates;
- Watching entertainment videos (e.g. YouTube);
- Downloading unapproved applications, music, games, or video.

## Offensive and Discriminatory Content Prohibited

Employees are not to use email, the Internet, personal or Authority owned cell phones, tablets, laptops, computers, or other Authority IT Resources to harass, threaten, discriminate, insult, or otherwise offend any CMCMUA employee, or other individual. Employees are prohibited from using these Authority IT Resources to view, download, save, send, receive, reply or print words or images that:



to the recording of such image or voice recording. Any such photographs, images, or recordings taken pursuant to or in violation of this policy are subject to all applicable requirements regarding storage, release, and/or deletion. Employees who have taken any pictures, images, or recordings that are not part of their officially assigned or regular duties shall notify their supervisor as soon as practical.

#### Secure Usage and Data Sharing

- Employees shall not attempt to disable or circumvent the CMCMUA's email, Internet, or security systems. Unauthorized attempts to disrupt any IT Resources are prohibited.
- Employees are not to sign-on to the CMCMUA Network with another employee's credentials. Employees are not to share their credentials with anyone and must follow the CMCMUA Password Policy.
- Employees shall not use the Internet to deliberately spread any virus or other malicious program.
- Employees may only download approved software for direct business use of the CMCMUA. No games or entertainment software may be downloaded. Pirated software or data is prohibited for downloading or distribution. Any software or file or image downloaded via the Internet onto the CMCMUA network becomes the property of the CMCMUA. Any files or software may only be used in ways that are consistent with their licenses or copyrights.
- Employees shall not access non-business-related file exchanges or sharing services.
- To prevent possible data breach issues, employees shall comply with the CMCMUA Removable Media Policy when connecting media devices.

#### Issuance of Authority Owned Cell Phones, Tablets and Laptops

When a demonstrated need exists, as determined by the Executive Director or Program Managers, cell phones, tablets and/or laptops will be provided to specific employees to conduct CMCMUA business. Once authorized by the Executive Director or Program Manager, the Authority's IT Department will be responsible for procuring a device, with required functionality, (i.e., data plans, data storage, software, applications, etc.) and for providing technical support. Employees shall be responsible for taking all reasonable precautions to prevent damage, loss or theft of such Authority owned devices. Upon termination of employment, or at any time upon request, the employee shall produce the provided device for return or inspection.

**“Non-Authority Business Use”:** While on CMCMUA time means reasonable and limited personal communication or recreational use of the Authority’s IT Resources not related to the business of the CMCMUA.

**“Authority’s IT Resources”:** Aggregate of available computer hardware, software, peripherals, networked components, documentation, supplies, support services, and trained personnel.

**“CMCMUA Network”:** The secure computer network infrastructure of the CMCMUA connecting facilities, processes, and devices and providing connections to software, hardware, and the Internet over a variety of secure electronic data transmission media. Being connected to the CMCMUA Network includes the following:

- If you have a network capable device (ex. laptop) plugged into an ethernet jack located in a CMCMUA facility building;
- If you have a wireless capable device (ex. laptop, smartphone) and connect to the CMCMUA Business WiFi;
- If you connect from a computer through the CMCMUA VPN (virtual private network).

**“CMCMUA Guest Network”:** A network designed for guest use. This network permits internet access, but no access to CMCMUA Network resources such as CMCMUA files shares, printers and internal web portals.

**“MDM Solution”:** An MDM (Mobile Device Management) Solution is the software and service which provides device management, security, and monitoring in order for the device to securely connect to the CMCMUA Network.

**“Personal Electronic Device (PED)”:** Any device connected to the CMCMUA Network or utilizing Authority IT Resources that was not purchased by the CMCMUA and is not maintained by the CMCMUA and is used for both Authority business and non-Authority business related purposes. Examples include but are not limited to: tablets, smartphones, laptops, and associated portable storage media.

**“Remote Wiping”:** An action initiated by the CMCMUA IT Department that causes the data on the PED to be destroyed and used in the event that:

- a PED becomes lost or stolen;
- the employee separates employment with the CMCMUA; or,
- the CMCMUA IT Department detects a data, security, policy breach or similar threat to the CMCMUA Network.

- The employee is responsible to ensure the safety and security of any personal data on the PED and should routinely maintain backups of their own data in the event that remote wiping becomes necessary.
- Employees should be cautious of allowing others access to their PED.
- Failure to use a PED in compliance with this Policy and related Policies may result in disciplinary action and the employee's PED being permanently blocked from accessing the CMCMUA Network and Authority IT Resources.

### General Policy Requirements

- Any data created on the PED while connected to the CMCMUA Network or otherwise created for Authority business related purposes is the property of the CMCMUA.
- Authority related data can only be created, processed, stored and communicated on PED's running the Mobile Device Management (MDM) client software provided by the CMCMUA. Devices not running the MDM client may connect to the CMCMUA Guest Network for Internet access, but will not be granted access to the CMCMUA Business Network or CMCMUA Network resources. PED's not running the CMCMUA MDM client software must not be used to create, modify, store or communicate CMCMUA data.
- The use of CMCMUA email on PEDs will require the installation of MDM and the corresponding agreement to the usage terms presented.
- The CMCMUA has a right and a responsibility to control its information. This includes the right to backup, retrieve, modify, determine access and/or delete CMCMUA data without reference to the owner or user of the PED.
- The CMCMUA has a right to seize and forensically examine any PED believed to contain, or to have contained, CMCMUA data where necessary for investigatory or control purposes.
- It is not the responsibility of the CMCMUA IT Department to support devices that have not been provided by the Authority. However, the IT Department will assist in setting up Authority access for business purposes only.
- A PED that has not accessed the Authority's IT Resources for ninety (90) days will be removed from the list of approved devices and will lose access to the Authority's IT Resources. If needed, access can be requested and re-granted.

- i. If you identify yourself as an employee of the Authority on a social media post or in any Social Media Activities, make clear that the views posted are yours alone and do not represent the views of the Authority. It should also be stated that you are not authorized to speak on behalf of the Authority.
- ii. If an employee comments on any aspect of the Authority's business they must clearly identify themselves as an employee and include a disclaimer.
- iii. The disclaimer should state that the views expressed are the employee's alone and do not necessarily reflect the views of the CMCMUA.
- iv. Internet postings must respect copyright, privacy, fair use and other applicable laws.
- v. Employees should neither claim, nor imply, that they are speaking on the Authority's behalf.
- vi. Internet postings should not disclose any information that is confidential or proprietary to the Authority or to any third party that has disclosed information to the Authority.
- vii. Unless given written consent by the Executive Director, you may not use the Authority's letterhead, mission statement, slogan or logo in any Social Media Activities.
- viii. Do not pick fights or spread false information or malicious rumors concerning the Authority. If you see a misrepresentation about the Authority, refer the posting to the Executive Director to handle or respond to.
- ix. Do not use Social Media Activities to create a hostile work environment for or harass, discriminate, retaliate against, disparage, defame, or invade the privacy of any Authority employee, customer, or vendor.
- x. Remember that you are responsible for what you write or present in Social Media Activities. You can be sued by any individual or business that views your Social Media Activities as defamatory, pornographic, proprietary, harassing, discriminatory, retaliatory, libelous, an invasion of privacy, or creating a hostile work environment.
- xi. An employee shall not post on social media any pictures of the inside of the Authority's buildings. This prohibition is subject to protections under the First Amendment of the U.S. Constitution (i.e. matters of public concern).

available for educational assistance to Authority employees will be made at the sole discretion of the Executive Director.

1. Continuing education assistance will be provided only for those courses of study with a principal content directly related to the employee's present job duties or which will clearly enhance the employee's potential for advancement to a progressive position within the same Authority department/program. In addition, the courses or programs must be offered by accredited or certified institutions of learning.
2. Other requirements for continuing education assistance include the following:
  - a. Only regular (not temporary or seasonal), full-time employees are eligible.
  - b. The employee must have completed one (1) year of service with the Authority.
  - c. The employee must not be eligible to receive educational benefits from other organizations, such as but not limited to, the Veterans Administration.
3. Requests for continuing education assistance must be submitted and approved prior to enrollment.
  - a. In order to receive confirmation prior to enrollment that the employee's request for continuing education assistance was approved, the employee should submit the request at least thirty (30) days in advance of enrollment.
  - b. A written request utilizing the "Employee Educational Assistance Request Form" shall be completed in its entirety and submitted to the employee's immediate supervisor who will then forward the request form with a recommendation to the Program Manager. Subsequently, the Human Resources Director will review the request to determine conformity with established guidelines and submit the request to the Executive Director for approval/disapproval.
4. In determining whether to approve a request for continuing education assistance, supervisors should consider the following factors:
  - a. The nature and purpose of the course of study.
  - b. The benefits to be derived by the employee and the Authority.
  - c. The level of responsibility and length of service of the employee.
  - d. The estimated cost versus the potential benefit to the Authority.

worked. When an employee's work assignment requires overnight lodging, the time spent at such lodging is not considered hours worked.

If an employee's attendance at a course, conference, seminar, training or other event is approved by the employee's supervisor or Program Manager but deemed discretionary, the employee shall only be entitled to receive normal workday compensation and shall not be entitled to overtime compensation related to attendance at such event or travel time associated therewith. Attendance at all such events shall be considered discretionary by the employee unless the employee's supervisor or Program Manager advises the employee otherwise prior to the event. Furthermore, the Authority shall only approve attendance by the employee at events deemed discretionary if such event provides: (1) information or skills that can be utilized by the employee in their current position, as determined in advance by the Program Manager; and (2) when attendance or registration fees, if any, are paid for by the CMCMUA.

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## **EXPENSE REIMBURSEMENT POLICY**

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(For Conference/Seminar Travel, Vehicle, Meal, and Lodging)

Employees who are duly authorized to travel on behalf of the Authority will be provided with adequate levels of transportation, lodging, meals and other services necessary to conduct the Authority's business. This Policy, while comprehensive, does not address every issue, exception or contingency that may arise in the course of an employee's travel. While the Authority recognizes the need for flexibility in administering travel guidelines, few exceptions will be allowed. Below are the travel related expenses that are eligible for reimbursement by the Authority with the written pre-approval of the Program Manager and/or Executive Director. Prohibited reimbursable expenses include: alcoholic beverages; entertainment; videos; movies; and dry cleaning or laundry.

### Type of Travel

1. The mode of travel, automobile, air, train or bus transportation shall be selected on the basis of the most reasonable and appropriate method, taking into account distance, time and total costs.
  - a. Automobile: Authority-owned vehicles shall be used in place of private vehicles whenever practical. Employees are encouraged to carpool with other Authority employees to the same function.
    - i. Authority Vehicles:
      1. Tolls, parking, and fuel as per submitted receipts.
    - ii. Non-Authority Vehicles:

3. amount of fare, as per submitted receipt, plus reasonable gratuity; or,
  4. cab or airport limo expenses submitted without receipt shall be limited to \$16.00 per round trip.
- iii. Rental car expenses at seminar/conference site, if necessary and cost effective.
2. Accommodations: Lodging shall be reimbursed if the one-way distance from the both the employee's home and typical work location are greater than fifty-five (55) miles.

a. Hotel

- i. ~~Group~~ Accommodations, as booked by Authority or by or on behalf of an employee:

1. ~~group~~ room rate at hotel secured by the organization, or on behalf of the organization, where seminar/conference is being held, or

2. if seminar/conference is not being held at a hotel, the room rate at hotel(s) secured by the organization, or on the behalf of the organization, conducting the seminar/conference average group room rate at hotels available for seminar/conference booking.

- 2-3 Average room rate at hotels available at the time of the seminar/conference.

- ii. Individual accommodations booked by or on behalf of an employee:

1. hotel allowance not to exceed the cost permitted in Section 2.a.i.

- iii. Allowable accommodation expenses include room rate, room taxes, reasonable gratuities, and room service charges not to exceed allowance in Section 3.

3. Meals

a. Reimbursement

- i. Reimbursement for meals shall not exceed \$61.00 per day, which includes tax and gratuities.

except under extreme mitigating circumstances as may be approved by the Executive Director.

- c. An employee who has registered for a seminar/conference and on whose behalf the Authority has prepaid airfare, hotel, or seminar/conference registration expenses, and who thereafter fails to attend the seminar/conference without cancelling in sufficient time for the Authority to obtain a refund of the prepaid expense, shall reimburse the Authority for the amount of expenses prepaid on behalf of the employee. This provision may be waived by motion of the Authority in the event of a bona fide emergency which occurs after the cancellation deadline and which prevents the attendance of the employee at the seminar/conference.
- d. A verbal or written report may be required from any member who attends a seminar/conference at Authority expense. Employees must attend all portions of the conference or seminar that is paid for or reimbursed by the Authority. Employees shall make reasonable effort to sign in if applicable and/or bring back certificates of attendance.

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## **POLICY ADDRESSING THE PROTECTION AND SAFE TREATMENT OF MINORS**

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### Purpose and Scope

Under New Jersey law (N.J.S.A. 6-8.21), an abused or neglected child is anyone "under the age of 18 who is caused harm by a parent, guardian or other person having custody or control of that minor." A child who is under the age of eighteen (18) is considered to be abused or neglected when a parent, caregiver, another child or another adult does one of more of the following:

1. Inflicts or allows to be inflicted physical injury by other than accidental means that creates substantial harm or risk of substantial harm, and/or
2. Fails to provide proper supervision or adequate food, clothing, shelter, education or medical care although financially able or assisted to do so, and/or
3. Commits or allows to be committed an act of sexual abuse against a child.

Child abuse can have long-term effects on victims. A lack of trust and difficulty with healthy relationships is common, as is a core feeling of worthlessness and low self-esteem. There may even be long-term trouble with regulating emotions that can lead to destructive behaviors.



**to prepubescent children.** It is important, however, not to confuse pedophilia with actual child molestation, as many pedophiles never act on their attractions.

- ✓ Child sexual abusers are not always easy to spot. Though 7 out of every 8 molesters are male, they match the general population in ethnicity, religion, education, and marital status. So there is no stereotype, especially since abusers go to great lengths to blend in. However, only 10% of them abuse children that they don't know, and 68% look no further than their own families for victims.
- ✓ 40% of abusers first begin molesting children before they themselves reach the age of 15, and the vast majority before the age of 20.
- ✓ Adolescent abusers generally begin their acts of abuse on younger siblings.
- ✓ Most sexual abuse occurs within the family. However, molesters can gain access to children outside of their own families through employment or volunteer work with an organization that works primarily with children. This allows them both time alone with potential victims and the ability to build trust and credibility. In fact, child abusers are often known and respected in their communities for dedication to children.
- ✓ In terms of a victim profile, it is important to remember that, although there are characteristics that make some children more vulnerable, every child is in danger. Passive, lonely or troubled children, especially those who live with step-parents or single parents may be targeted. Children between the ages of 7 and 13 years old are most at risk, and children from low socioeconomic backgrounds or rural areas are more likely to be victimized.
- ✓ Molesters have behavioral patterns that can be identified as "***grooming***" their victims. Sexual abuse is rarely violent. The molester's goal is to solicit compliance by beginning to win the victim's trust. There might be pet names, gifts to foster exclusivity and encouragement to "keep secrets." The molester might begin to spend time with the victim outside of the regular program or schedule, contacting parents to become involved in a child's life in some capacity, like babysitting. For this reason, many parents are shocked after abuse comes to light simply because the abuser seemed trustworthy. Inevitably, the favoritism is not enough to keep the victim silent any more, and the abuser resorts to threats—threats that play off of a child's guilt over the sexual contact.

- The role of **Police and law enforcement agencies** is especially important. Police officers assist in resolving reported situations, often acting as first identifiers. In New Jersey, police are given broad authority to protect children, including the authority to remove them from their parents or caregivers without a court order if necessary to prevent imminent danger to a child. Under the **Prevention of Domestic Violence Act**, a law enforcement officer must make an arrest when the officer finds “probable cause” that domestic violence has occurred. This holds even if the victim refuses to make a complaint. The Act is invoked in situations where the victim exhibits signs of injury caused by domestic violence, when a warrant is in effect, or when there is probable cause to believe that a weapon has been involved in an act of domestic violence. Abusers often use psychological tactics or coercive control over their partners, such as making threats to prevent a victim from leaving or contacting friends, family or police. But even if these conditions are not met, an officer may still make an arrest or sign a criminal complaint if there is probable cause to believe acts of domestic violence have been committed. Now if there is no visible sign of injury but the victim states that an injury did, in fact, occur, the officer must take other factors into consideration in determining probable cause.

The Cape May County Municipal Utilities Authority is committed to the safety of all individuals in its community, however, the Cape May County Municipal Utilities Authority has particular concern for those who are potentially vulnerable, including minor children. The Cape May County Municipal Utilities Authority regards the abuse of children as abhorrent in all its forms and pledges to hold its officials and employees to the highest standards of conduct in interacting with children. Statistics show that 93% of victims under the age of 18 know the abuser. Further, a perpetrator does not have to be an adult to harm a child but are typically in a caregiver role. They can have any relationship to the child including a playmate, family member, a teacher, a coach, or instructor.

The Cape May County Municipal Utilities Authority is fully committed to protecting the health, safety and welfare of minors who interact with officials and employees of the Cape May County Municipal Utilities Authority to the maximum extent possible. These Policy and Procedures establish the guidelines for officials and employees who set policy for the Cape May County Municipal Utilities Authority or may work with or interact with individuals under 18 years of age, and those who supervise employees who may work with or interact with individuals under 18 years of age, with the goal of promoting the safety and well-being of minors.

This Policy provides guidelines that apply broadly to interactions between minors and officials and employees in programs operated by the Cape May County Municipal Utilities Authority or affiliated programs or activities. All officials and employees are responsible for understanding and complying with this policy.

## Policy

The Cape May County Municipal Utilities Authority is charged with protecting the health, safety, and welfare of all its citizens, including children under the age of 18. To that end, the Cape May County Municipal Utilities Authority is firmly committed to protecting children under the care and supervision of the Cape May County Municipal Utilities Authority from all forms of physical, mental, sexual and emotional abuse. The Cape May County Municipal Utilities Authority is committed to establishing and implementing safeguards to eliminate opportunities for abuse of children entrusted to the care of the Cape May County Municipal Utilities Authority. The procedures outlined below shall apply to all officials and employees of the Cape May County Municipal Utilities Authority.

### Recruitment and Hiring of Employees and Vetting of Individuals

- i. All prospective employees shall undergo a thorough and complete background check, including but not limited to motor vehicle record check, reference check (personal and professional), and a check of the Megan's Law directory for New Jersey and any other State where the applicant previously resided. ***Written documentation of the background check shall be maintained by the Cape May County Municipal Utilities Authority in perpetuity.***
- ii. Background checks that disclose any negative or questionable results must be reviewed and approved by the Cape May County Municipal Utilities Authority ***prior to*** the individual being hired. ***Provisional hiring is not permitted.***
- iii. All prospective employees must complete the training adopted by the Cape May County Municipal Utilities Authority ***PRIOR TO*** starting employment.
- iv. The Cape May County Municipal Utilities Authority shall ***annually*** re-check and document the Megan's Law directory for New Jersey to make certain that current employees are not listed. If during the annual re-check an Authority employee is listed in the Megan's Law directory, Human Resources shall notify the Executive Director.
- v. Once employed, authorized Adults who are employed are required to notify the appropriate Human Resources representative of an arrest (charged with a misdemeanor or felony) or conviction for an offense within 72 hours of knowledge of the arrest or conviction.

### Procedures and Responsibilities of Officials

***Under New Jersey Law, an official may be held liable for the abuse or neglect of a child if he or she fails to implement appropriate safeguards to protect the child while the minor***

following procedures. All officials and employees who interact with or could possibly interact with minors, and those employees who supervise employees who interact with or could possibly interact with minors, shall adhere to the following policy.

### Specific Program Procedures

The following policies shall apply to **all programs** offered by, sponsored by or affiliated with the Cape May County Municipal Utilities Authority. As an essential element of compliance with the overall objective of protecting and addressing the safe treatment of minors, the Cape May County Municipal Utilities Authority shall:

- a. Establish a written procedure for the notification of the minor's parent/legal guardian in case of an emergency, including medical or behavioral problem, natural disasters, or other significant program disruptions. Authorized Adults with the program, as well as participants and their parents/legal guardians, must be advised of this procedure in writing prior to the participation of the minors in the program. In addition, the Cape May County Municipal Utilities Authority shall provide information to parents or legal guardians detailing the manner in which the participant can be contacted during the program.
- b. Make certain that all program participants provide a ***Medical Treatment Authorization form*** to the Cape May County Municipal Utilities Authority.
- c. Implement and adopt a ***"Code of Conduct"*** for paid staff members which, ***at a minimum***, will include the following:

<b><i>Code of Conduct</i></b>
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- Staff members will, at all times, respect the rights of program participants and use positive techniques of guidance including positive reinforcement and encouragement.
- Staff members will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.
- Staff members shall not transport children in their own vehicles, unless written authorization from the child's parent or guardian has been received.

- Misuse or damage of Cape May County Municipal Utilities Authority property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of property.
- The inappropriate use of cameras, imaging, and digital devices is prohibited including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.
- Under no circumstances are any images of any child taken during any of the activities conducted or sponsored by the Cape May County Municipal Utilities Authority to be shared on any social media platform without the expressed written consent of a parent or legal guardian.
- The Cape May County Municipal Utilities Authority shall assign a staff member who is at least 21 years of age to be accessible to participants. Additional Authorized Adults will be assigned to ensure one-on-one contact with minors does not occur and that appropriate levels of supervision are implemented.
- Take appropriate steps to make certain that children are not released to anyone other than the authorized parent, guardian, or other adult authorized by the parent or guardian (written authorization on file in advance.)
- Develop and made available to participants and their parents or guardians, the rules and discipline measures applicable to the program. Program participants and staff must abide by all regulations and may be removed from the program for non-compliance with rules.
- The recommended ratio of counselors to program participants should reflect the gender distribution of the participants, and should meet the following:
  1. One staff member for every six participants ages 4 and 5
  2. One staff member for every eight participants ages 6 to 8
  3. One staff member for every ten participants ages 9 to 14
  4. One staff member for every twelve participants ages 15 to 17
- Responsibilities of the counselors must include, at a minimum, informing program participants about safety and security procedures, rules established by the program, and behavioral expectations. Counselors

- o Becoming familiar with the legal requirements to report suspected cases of abuse.
- o Fully understanding the legal consequences for not being diligent in making certain that employees of the Cape May County Municipal Utilities Authority adhere to all policies and procedures as adopted.

b. **Department Heads**

i. Content of course shall include:

1. Current State NJ State Law pertaining to Sexual Abuse of Minors
2. Recognizing the signs of abuse and neglect
3. Different types of abuse (i.e. Peer to Peer, Adult to Child, etc...)
4. Your legal responsibility for implementing and monitoring procedures and employees
5. Reporting cases of abuse

c. **Employees of the Cape May County Municipal Utilities Authority**

i. Content of course shall include:

1. Current State NJ State Law pertaining to Sexual Abuse of Minors
2. Recognizing the signs of abuse and neglect
3. Different types of abuse (i.e. Peer to Peer, Adult to Child, etc...)
4. Your legal responsibility for implementing and monitoring procedures and employees
5. Reporting cases of abuse

**Reporting Suspected Child Abuse/Neglect**

In light of the importance and priority placed on safeguarding the health and safety of minors, it is critically important that suspected cases of child abuse and neglect are reported as soon as possible. **As a government official or employee, you are legally required to report suspected child abuse. This requirement includes all governmental officials and employees.**

The following procedures shall be utilized in reporting suspected cases of abuse. The Cape May County Municipal Utilities Authority shall also train Officials, the Executive Director, Program Managers, the Human Resources Director, and the Director of Training and Development/Employee Relations, Department Heads, and employees in the concept of “**dual reporting**” as listed and defined below and shall encourage all staff to utilize this process as much as possible in reporting suspected cases of abuse.

- After documenting all of the facts surrounding the alleged abuse, the Program Director shall call the Hotline established by the NJ Department of Children and Families @ 1-877-652-2873. It is not the supervisor's role to make a decision on whether a case should be reported. All cases **shall** be reported.

**For Officials, the Executive Director, Program Managers, the Human Resources Director, the Director of Training and Development/Employee Relations, and Department Heads who witness or become aware of alleged cases of abuse or neglect.**

1. The Officials, Executive Director, Program Managers, the Human Resources Director, the Director of Training and Development/Employee Relations, and Department Heads shall immediately document the alleged abuse in writing including the following information, as recommended by the New Jersey Department of Children and Families:
  - a. **Who:** The child and parent/caregiver's name, age and address and the name of the alleged perpetrator and that person's relationship to the child.
  - b. **What:** Type and frequency of alleged abuse/neglect, current or previous injuries to the child and what caused you to become concerned.
  - c. **When:** When the alleged abuse/neglect occurred and when you learned of it.
  - d. **Where:** Where the incident occurred, where the child is now and whether the alleged perpetrator has access to the child.
  - e. **How:** How urgent the need is for intervention and whether there is a likelihood of imminent danger for the child.
    - After documenting all of the facts surrounding the alleged abuse, the Officials or Department Heads shall call the Hotline established by the NJ Department of Children and Families @ 1-877-652-2873.

**Important Information Regarding Reporting Suspected Abuse Under NJ Law**

**The following guidelines have been established under New Jersey law, for those reporting suspected or alleged cases of abuse or neglect. The Cape May County Municipal Utilities Authority encourages all officials and employees in programs operated by the Cape May County Municipal Utilities Authority or affiliated programs or activities to report suspected cases of abuse with the following in mind.**

## Physical Abuse

Physical Indicators	Behavioral Indicators
<p>Unexplained bruises and welts:</p> <ul style="list-style-type: none"> <li>• On face, lips, mouth</li> <li>• On torso, back, buttocks, thighs</li> <li>• In various stages of healing</li> <li>• Cluster, forming regular patterns</li> <li>• Reflecting shape of article used to inflict (electric cord, belt buckle)</li> <li>• On several different surface areas</li> <li>• Regularly appear after absence, weekend or vacation</li> </ul> <p>Unexplained burns:</p> <ul style="list-style-type: none"> <li>• Cigar, cigarette burns, especially on soles, palms, back or buttocks</li> <li>• Immersion burns (sock-like, glove-like doughnut shaped on buttocks or genitalia)</li> <li>• Patterned like electric burner, iron, etc.</li> <li>• Rope burns on arms, legs, neck or torso</li> </ul> <p>Unexplained fractures:</p> <ul style="list-style-type: none"> <li>• To skull, nose, facial structure</li> <li>• In various stages of healing</li> <li>• Multiple or spiral fractures</li> </ul> <p>Unexplained laceration or abrasions:</p> <ul style="list-style-type: none"> <li>• To mouth, lips, gums, eyes</li> <li>• To external genitalia</li> </ul>	<p>Wary of adult contacts Apprehensive when other children cry</p> <p>Behavioral extremes:</p> <ul style="list-style-type: none"> <li>• Aggressiveness</li> <li>• Withdrawal</li> </ul> <p>Frightened of parents Afraid to go home Reports injury by parents</p>



- The molester might begin to spend time with the victim outside of the regular program or schedule, contacting parents to become involved in a child's life in some capacity, like babysitting. For this reason, many parents are shocked after abuse comes to light simply because the abuser seemed so good – too good to be true, in fact.
- Inevitably, the favoritism is not enough to keep the victim, and the abuser resorts to threats—threats that play off of a child's guilt over the sexual contact.
- During the grooming process and abuse itself, victims often begin to show tell-tale signs including:
  - Sexual behaviors or strong sexual language that is too adult for their age.
  - Many children feel at fault after the abuse and begin to suffer guilt and depression, even resorting to self-harm.
  - Also look for cuts and scratches or other self-inflicted injuries.

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## **DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

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It is the policy of the Authority to maintain a drug and alcohol-free workplace that is safe and productive for employees and others having business with the Authority.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on Authority property or while performing Authority business is strictly prohibited. The Authority also prohibits reporting to work or performing Authority business under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the Authority prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the CMCMUA's reputation in the community.

All CDL drivers who operate Commercial Motor Vehicles must register with the Drug and Alcohol Clearinghouse ("Clearinghouse"). The Clearinghouse is a secure online database that gives employers real-time information about commercial driver's license and commercial learner's permit holders' drug and alcohol program violations. The CMCMUA designated employer representative ("DER") will conduct annual Clearinghouse queries which checks that current and prospective employees are not prohibited from performing safety-sensitive functions.

3. The term "safety sensitive positions" means all employee positions within the Authority that:

- require a Commercial Driver's License (CDL); and/or,
- regularly require the operation of heavy equipment including, but not limited to, the operation of a landfill compactor, crane truck, tub grinder, front-end loader, bulldozer and/or scraper; and/or,
- regularly require the employee to perform electrical work.

The purpose of the Authority's drug and alcohol-free workplace policy are:

- To implement a fair and balanced approach to eliminate the use of controlled substances, misuse of prescribed medications and/or over-the-counter medications and/or alcohol abuse and its effects on the job;
- To protect Authority employees and the general public; and
- To provide a strong incentive for voluntary rehabilitation.

### Training

Training is an essential element in assuring the effectiveness of the Drug and Alcohol-Free Workplace Policy. Supervisors and employees must be kept informed of not only the policy and procedures of the Drug and Alcohol-Free Workplace Policy, but of the programs available to them which promote wellness and safety.

- Supervisor Training (topics include):
  - Developing a working knowledge of the Authority's Drug and Alcohol-Free Workplace Policy and testing procedures.
  - Developing a working knowledge of the impact of controlled substance use, misuse of prescribed medications and/or over-the-counter medications, and alcohol abuse in the workplace.
  - Developing a working knowledge in the identification of possible impaired employees through symptom recognition and job performance standards.
  - Developing skill in the application of procedures to effectively approach and appropriately handle questionable behavior with employees.
  - Becoming knowledgeable in available resources and procedures for referral, such as the Authority's Employee Assistance Program.
  - Learning the critical issues regarding confidentiality and employee rights.

An Authority employee diagnosed with a drug or alcohol addiction and seeks rehabilitation may, at the Authority's discretion, be granted a leave of absence in accordance with the Leave of Absence Policy in order to undergo rehabilitation treatment. Under certain circumstances, employees may be eligible for a longer leave of absence under the Family and Medical Leave Act (FMLA). An employee, who takes a leave of absence under the FMLA, will not be permitted to return to work until a release from treatment is presented to the Human Resources Director certifying that the employee is sufficiently rehabilitated and capable of returning to work and performing the essential functions of their position.

### General

- The use, possession, unlawful manufacture, distribution, dispensation of an illegal drug, controlled substance, intoxicant, or alcohol or medical marijuana by an Authority employee reporting for duty, while on duty or on Authority property is prohibited. New Jersey's recent medical marijuana regulations do not change the Federal laws strictly prohibiting the use of marijuana by CDL drivers or employees performing safety sensitive functions. Employees in violation of this provision of this policy will be terminated.
- An Authority employee will also be subject to disciplinary action, up to and including termination, when the consumption of alcoholic beverages or use of cannabis is at a time proximate to their work time, has an adverse effect on their work performance, causes impairment while on duty or on standby, or creates a risk of harm to self or others, or a risk of damage to Authority or private property.
- Any off-duty Authority employee under the influence of alcohol, cannabis, intoxicants, or controlled substances will not be permitted to remain on Authority property.
- Authority employees must report to a supervisor or to the Authority's Human Resources Director the use of controlled substances, cannabis, and/or alcohol in the workplace.
- All employees in "safety-sensitive positions" (as defined in this Policy) shall participate in the Authority's Random Testing program.
- Employees shall not report for duty under the influence of or use prescribed or over-the-counter medications while on duty that will in any way adversely affect their alertness, coordination, or ability to work safely. The use of prescribed or over-the-counter medications is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Employees using prescription or over-the-counter medications that may affect job performance or safety must notify the Human Resources Director who is required to maintain the confidentiality of any information regarding an employee's medical condition.

not the violation occurred in the workplace. All such reports will be handled confidentially, to the extent practicable and appropriate.

- All random tests for alcohol will be conducted by a certified Breath Alcohol Technician ("BAT") who meets requirements determined by the National Highway Traffic Safety Administration.
- Refusal to submit to a controlled substances and/or alcohol test or to provide the necessary authorization for releasing test results shall be considered just cause for termination.
- Employees are to be transported to and from a testing site by an Authority Supervisor or Program Manager. Following such testing, supervisors shall ensure that any Authority employee discovered to be, or suspected of being, under the influence of a controlled substance and/or alcohol are escorted home.

### **Types of Testing**

#### **Pre-Employment Testing**

- a. All applicants for regular and/or temporary employment with the Authority who are offered a contingent offer of employment must take a Pre-Employment test for controlled substances.
- b. All applicants will be informed of the testing requirements in writing prior to the test being conducted.
- c. An applicant shall not be allowed to commence work nor perform safety-sensitive functions with the Authority until the Authority is in receipt of the controlled substances test results.
- d. If the Pre-Employment Testing for controlled substances is verified negative, the onboarding process can proceed accordingly.
- e. If the Pre-Employment test for controlled substances is verified positive and the split sample, if analyzed, reconfirms the positive result, the contingent offer of employment made to the applicant will be revoked.
- f. Applicants must be notified of the results of the Pre-Employment test for controlled substances if the applicant requests the results within sixty (60) days of being notified of the disposition of the employment application.
- g. Pre-Employment tests for controlled substances shall be conducted each time a driver returns to work after a layoff period when the driver has not

within thirty (30) minutes due to the distance or unavailability, the employee shall be transported to a testing site for controlled substances and/or alcohol screening.

- e. Supervisors that observe behavior constituting reasonable suspicion do not have the option of sending the employee home as an alternative to testing.
- f. Supervisors that observe behavior constituting reasonable suspicion are required to promptly contact the Human Resources Director and the Risk Program Manager to arrange for such testing.
- g. The request to undergo a Reasonable Suspicion test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee. Among other things, such facts and inferences may be based upon:
  - (i) Observable phenomena while at work, such as direct observation of controlled substance use/alcohol use or of the physical symptoms or manifestations of being under the influence of a controlled substance or alcohol.
  - (ii) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - (iii) A report of controlled substance or alcohol use, provided by a reliable and credible source, which has been independently corroborated.
  - (iv) Information that an employee has caused, or contributed to, an accident at work.
  - (v) Evidence that an employee has used, possessed, sold, solicited, or transferred a controlled substance while working or while on Authority property or while operating an Authority vehicle, machinery or equipment.
  - (vi) Evidence that an employee(s) has ingested alcohol while working or while on Authority property or while operating an Authority vehicle, machinery or equipment.
  - (vii) Observable indications of the chronic and withdrawal effects of controlled substances in conjunction with other indicators.
  - (viii) Examples of circumstances/symptoms, although not all-inclusive, which constitute a basis for determining reasonable

## Specimen Results Process

### Controlled Substances

- a. If the Reasonable Suspicion Testing for controlled substances is verified negative, the employee shall return to duty.
- b. If the Reasonable Suspicion Testing for controlled substances is verified positive, the employee shall not be permitted to return to duty. The employee may request the split sample be analyzed. The employee shall be responsible for all costs associated with the analyzation of the split sample.
- c. If the employee elects not to have the split sample analyzed, the verified positive shall be deemed to be confirmed and employment with the Authority shall be terminated.
- d. If the split sample reconfirms the positive result, employment with the Authority shall be terminated.
- e. If the split sample fails to reconfirm the positive result, the employee shall return to duty.

### Alcohol

- a. If the initial screen test indicates an alcohol concentration less than 0.02, the employee shall return to duty.
- b. If the initial screen test indicates an alcohol concentration greater than or equal to 0.02, a confirmation test shall be conducted.
- c. The confirmation test must be conducted after a waiting period of fifteen (15) minutes and within twenty (20) minutes of the initial screening.
- d. If the confirmation test indicates an alcohol concentration greater than or equal to 0.02, the employee shall be removed from duty and employment with the Authority shall be terminated.
- e. If the confirmation test indicates an alcohol concentration less than 0.02, the employee shall return to duty.

### Post-Accident Testing (All employees)

- a. An accident is defined as an occurrence involving an Authority vehicle operating on a public road that results in (1) a fatality; or (2) bodily injury to

accident, the Authority shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not administered.

- (ii) Alcohol tests must be performed within eight (8) hours of the accident.
  - (b) If an alcohol test is not administered within two (2) hours following the accident, the Authority shall prepare and maintain on file a record stating the reasons the test was not promptly administered.
  - (c) If an alcohol test is not administered within eight (8) hours following the accident, the Authority shall cease attempts to administer an alcohol test and shall prepare and maintain on file a record stating the reasons the test was not administered.
- d. Employees subject to Post-Accident Testing shall remain readily available for such testing or they may be deemed by the Authority to have refused to submit to testing.
- e. Employees subject to Post-Accident Testing must refrain from using alcohol for eight (8) hours following the accident or until completing a post-accident alcohol test, whichever comes first.
- f. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- g. The results of an alcohol test using breath or blood specimens and the results of a controlled substances test using urine as the body fluid tested administered by Federal, State, or local officials on an employee involved in an accident shall be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State, or local requirements, and that the results of the tests are obtained by the Authority.
- h. Any Authority employee who refuses to participate in Post-Accident Testing will be subject to termination.
- i. Supervisors must complete a post-accident "Observation/Incident Report" (to include corroborating witness/co-worker observations, if available).

## **Random Testing (Employees in safety-sensitive positions)**

- a. All employees who hold a safety-sensitive position, as defined in this policy, are included in the random controlled substances and alcohol testing program. The selection of safety-sensitive employees for random controlled substances and alcohol testing shall be made by a scientifically valid method. Under the selection process used, each safety-sensitive employee shall have an equal chance of being tested each time selections are made. The random selection of employees shall be coordinated by the Risk Program Manager and/or Human Resources Department and the Authority's third-party administrator for testing services.
- b. Annually, the Authority will at a minimum, randomly test fifty percent (50%) of the average number of all safety-sensitive positions for controlled substances and randomly test ten percent (10%) of the average number of all safety-sensitive positions for alcohol.

### **Driver Notification**

- (i) An Authority employee selected for a random test shall proceed to the test site immediately. Immediately, in this context, means all the safety-sensitive employee's actions, after notification, lead to an immediate specimen collection.
- (ii) The employee selected for a random test shall be relieved from duty with pay for the remainder of their scheduled work time until the specimen is collected.
- (iii) Any Authority employee who refuses to participate in this testing program will be subject to termination.

### **Testing Time Frames**

- (i) An employee in a safety-sensitive position shall be subject to random testing for alcohol only while the employee is performing safety-sensitive functions, just before the employee is to perform, or just after the employee has ceased performing such functions. Performing a safety-sensitive function includes being immediately available to perform such functions.
- (ii) Controlled substances testing may be performed at any time the employee in a safety-sensitive position is at work.



## Confidentiality

- The Authority will maintain confidentiality, to the extent practicable and appropriate, of all test reports containing the results of any controlled substance and/or alcohol tests by limiting the availability of such reports on a "need-to-know" basis.
- All controlled substance and/or alcohol test reports received by the Authority will be maintained by the Authority's Human Resources Department and/or the Risk Program Manager.
- Testing reports shall not be released to any other parties without the express written authorization of the tested individual and/or Power of Attorney unless ordered by means of proper legal procedure and appropriate legal authority, such as court-ordered subpoena, or in connection with an Authority disciplinary proceeding.

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## **NEPOTISM**

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The Authority will accept and give appropriate consideration to applications for employment and/or promotional opportunities when submitted by qualified close family relatives of current employees when personnel vacancies occur. However, some restrictions in job placement will apply to prevent potential problems of supervision, safety, security, and morale.

1. "Close family relatives" include spouse, civil union partner, domestic partner, parents and siblings and children of spouse, of civil union partner, or of domestic partner, children (including biological, foster, adopted or stepchild), grandchildren, parents, legal guardians, grandparents, brothers, stepbrothers, sisters, stepsisters, "in-laws", aunts, uncles, nieces or nephews. Such relatives may not be hired, however, if the employment would:
  - a. Create either a direct or indirect supervisor/subordinate relationship with a family member; or
  - b. Create an actual or the appearance of a conflict of interest, especially with regard to confidentiality, access to sensitive information, or management/personnel considerations.
2. Whenever close family relatives or members of the same household are employed by the CMCMUA, the Authority reserves the right to:

### Applications

All candidates must fully complete a "CMCMUA Application for Employment" form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.

### Interviews

The Director of Training and Development/Employee Relations, the Human Resources Director, Department Manager or Program Manager or their designee will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. All questions must be in accordance with the "NJ Division of Civil Rights Guide on Pre-Employment Inquiries". The CMCMUA will make reasonable accommodations to all applicants with known disabilities, provided that the individual is otherwise qualified to safely and capably perform the essential functions of the job and also provided the accommodation does not impose an unreasonable hardship on the CMCMUA.

### Employment Offers

The final decision regarding employment offers will be made by the CMCMUA's Department Manager, Program Manager, or Executive Director after all reference and other information has been verified. Every effort will be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the CMCMUA.

A written confirmation of the conditional employment offer shall contain: the title of the position; the classification of the position under the terms of this section; a statement regarding the probationary period and the conditions pertaining to that period; the starting wage or salary for that position; the date on which the appointment is effective; a deadline for acceptance of the position; and that employment is contingent upon successful completion of all pre-employment checks. The applicant shall sign a receipt indicating that they have received the written notification which sets forth the requirements of all subparagraphs of this Section. The applicant shall sign an acknowledgement that nothing in the notice creates a contract of employment or creates any enforceable rights on the part of the employee. The applicant shall further acknowledge that the notice does not guarantee employment or the provision of employment, wages, or benefits of any kind for any specified period of time, subject to applicable Law.

### Acceptances and Rejections

If the offer of conditional employment is rejected by the candidate, the Department Manager, the Program Manager or the Executive Director will decide to hire another

\*New Jersey Administrative Code, N.J.A.C. 13:59-1 et seq. authorizes the dissemination of New Jersey criminal history record information by the New Jersey State Police, Identification and Information Technology Section, State Bureau of Identification for noncriminal justice purposes.

### Record Retention

All employment applications, notes made during interviews and reference checks, job offers, and other documents created during the hiring process must be provided to the Human Resources Director. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records, including physical examinations, which must be maintained in a separate file. All records and documents related to other candidates will be retained in accordance with the applicable State of New Jersey Records Retention Schedule. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

### Seasonal Employees

Seasonal employees are not subject to annual monthly work hour limitations and may work thirty (30) or more hours per week as may be necessary to meet business demands. Seasonal employees are limited to annual employment durations of approximately six (6) months and must have an annual break in service of thirteen (13) weeks before being eligible for re-hire.

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## **PROCESSING AND ORIENTATION OF NEW EMPLOYEES POLICY**

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All new regular (not temporary or seasonal) full-time and regular part-time employees will be scheduled to meet with their supervisor on their first workday and with the Director or Training and Development/Employee Relations for orientation within three (3) business days. Copies of all forms and acknowledgements must be returned to the Human Resources Director for inclusion in the employee's official personnel file. Employee orientation will include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- The completion of all pertinent personnel, payroll, insurance and pension forms;
- A review of compensation and employee benefits;
- Distribution of a copy of the Manual and acknowledgement of receipt;

In response to a request by a recognized lending institution for credit information the Authority Human Resources Department will respond as follows:

1. Only employment will be verified by telephone.
2. Requests for additional information must be submitted to the Authority in writing.
3. All requests must be accompanied by a release signed by the employee.

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## **RETIREMENT POLICY**

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Under State law, all full-time employees must enroll in the New Jersey Public Employees Retirement System (NJPERs). The employee's contribution to NJPERs will be deducted from the employee's pay. An employee may retire by notifying their Supervisor in writing. The State retirement plans request six (6) months advance notice to process the application. After giving notice of retirement, employees are expected to assist their Program Manager or Supervisor and/or co-employees by providing information concerning their current projects and help in the training of a replacement.

The Human Resources Director will prepare an Employee Action form showing any pay or other money owed the employee and will conduct a confidential exit interview to discuss benefit options, appropriate retirement issues, and pay due.

The Supervisor and/or Program Manager will conduct an open discussion exit interview with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all Authority keys, Authority IT equipment, Authority tools, Authority clothing, and other Authority issued equipment. The employee's supervisor is responsible for collecting this equipment and documenting its return. At this time, the employee will sign the separation memo listing the returned equipment and this memo will be retained in the official personnel file.

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## **RESIGNATION POLICY**

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Although the CMCMUA hopes that employment with the Authority will be a mutually rewarding experience, it is understood that varying circumstances do cause employees to voluntarily resign employment. Should this time come, employees are asked to follow the guidelines below regarding notice and exit procedures.

Forwarding address and final pay

Departing employees will be asked to confirm their forwarding address to ensure that benefits and tax information are received in a timely manner. Final pay will be mailed to this address by the next payday unless state law or other procedures dictate otherwise. Accrued but unused vacation will be paid out consistent with the CMCMUA Vacation Policy and state law requirements.

P.O. Type: All  
 Range: First to Last  
 Format: Condensed  
 Vendors: All  
 Rcvd Batch Id Range: First to Last

Open: N  
 Rcvd: N  
 Bid: Y  
 State: Y  
 Other: Y  
 Exempt: Y

Paid Date Range: 10/05/23 to 10/18/23  
 Include Non-Budgeted: Y  
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2300106	01/10/23	UNITE050 UNITED ELECTRIC Contract No: C2200056	RBC BUCKETS	Open	115,427.88	0.00	C
M2300111	01/11/23	CASAP005 CASA PAYROLL SERVICE	Payroll Services Contract 1 Yr	Open	302.00	0.00	
M2300285	01/27/23	STEW005 STEWART BUSINESS SYSTEMS	MANAGED PRINT SERVICES	Open	371.25	0.00	
M2300329	01/31/23	MIDAT010 MID ATLANTIC PUMP & EQUIPMENT	WWL-EQUIP-09-22	Open	858,295.00	0.00	
M2300411	02/03/23	MILLE025 MILLER ENERGY CO.	32ND STREET FLOWMETER	Open	13,194.38	0.00	
M2300420	02/03/23	ACOMM005 A+ COMMERCIAL OFFICE CLEANERS	ADMIN BLDG. JANITORIAL SERVICE	Open	3,075.00	0.00	
M2300459	02/07/23	TOILE005 CAPRIONI PORTABLE TOILETS	PORTABLE TOILETS	Open	260.00	0.00	
M2300465	02/08/23	XEROX010 XEROX CORPORATION - LEASE	XEROX COPIERS	Open	2,175.02	0.00	
M2300490	02/09/23	FOLEY005 FOLEY, INC.	12 month rental of Water Truck	Open	2,811.00	0.00	
M2300603	02/22/23	SPRIN010 CRYSTAL SPRINGS	DISTILLED WATER FOR LAB	Open	77.00	0.00	
M2300690	03/03/23	ALLIE045 ALLIED CONSTRUCTION GROUP, INC	32ND ST PIPING & PUMP UPGRADES	Open	134,406.81	0.00	
M2300731	03/07/23	ONECA010 ONE CALL CONCEPTS, INC.	NJ ONE CALL-MARK OUTS 2023	Open	367.51	0.00	
M2300923	03/30/23	SCALF005 SCALFO ELECTRIC Contract No: C2300002	DAMAGED CLARIFIER MCC BUSS	Open	12,265.00	0.00	C
M2300987	04/06/23	AVALO030 AVALON WEED & INSECT CONTROL	Weed Control - All Facilities	Open	3,175.00	0.00	
M2301184	04/28/23	EFFEC005 EFFECTV	2023 tv CAMPAIGN	Open	4,859.38	0.00	
M2301188	04/28/23	WESTB005 WEST BAY CONSTRUCTION, INC. Contract No: C2300022	SM-55-22: SMM BACKFLOW PREV	Open	75,903.87	0.00	C
M2301269	05/10/23	APPLI015 APPLIED INDUSTRIAL TECH.	WDC CH4 ANALYZER PARTS	Open	329.76	0.00	
M2301298	05/12/23	FOLEY005 FOLEY, INC.	RPO Cat 730 Articul. Dump Truc	Open	13,500.00	0.00	
M2301490	06/05/23	MILLE025 MILLER ENERGY CO.	FLOW METER FOR MAYVILLE PS	Open	8,580.45	0.00	
M2301504	06/07/23	THOMA045 THOMAS SCIENTIFIC, INC.	LABORATORY SUPPLIES	Open	238.25	0.00	
M2301636	06/22/23	CM3BU005 CM3 BUILDING SOLUTIONS, INC	ACCESS CONTROL SUPPORT	Open	1,995.00	0.00	
M2301690	06/27/23	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	CATHODIC PROTECTION AVALON PS	Open	8,078.17	0.00	
M2301712	06/28/23	NATIO025 NATIONAL FIRE PRO. ASSOC.	ELEC. EQUIP. MAINT. BOOK	Open	127.45	0.00	
M2301916	07/20/23	MILLE025 MILLER ENERGY CO.	ANNUAL METER CALIBRATIONS	Open	5,550.00	0.00	
M2301992	07/27/23	JOSEP005 JOSEPH GARTLAND, INC.	BLUE SHOP TOWELS	Open	487.50	0.00	
M2301998	07/27/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	ADMIN. BUILDING HVAC MAINT.	Open	450.00	0.00	C
M2301999	07/27/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	ADMIN. BLDG HWH REPAIR	Open	1,729.58	0.00	C
M2302037	08/01/23	SCALF005 SCALFO ELECTRIC Contract No: C2300002	REMOVE DAMAGED MCC2B FEEDER	Open	25,567.24	0.00	C
M2302070	08/03/23	SPRIN010 CRYSTAL SPRINGS	CRYTAL SPRING SPRING WATER 24P	Open	167.76	0.00	
M2302093	08/04/23	HJCAN005 H.J. CANNON GROUP	ROOF INSPECTION AT TS	Open	3,550.00	0.00	
M2302225	08/17/23	APPLI015 APPLIED INDUSTRIAL TECH.	KNOCKOUT POT EXTENSION GAUGES	Open	358.01	0.00	
M2302232	08/17/23	TACPR005 TAC PRINTING	BUSINESS CARDS	Open	472.50	0.00	
M2302249	08/18/23	SAFAB005 S.A. FABRICATION LLC Contract No: C2300014	ALUMINUM FOR O.C CATWALK	Open	10,923.00	0.00	C
M2302250	08/18/23	GRAYB005 GRAYBAR ELECTRIC CO.	2 SMALL EFF VFD WIRING	Open	9,601.09	0.00	
M2302254	08/18/23	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	NONPOT PUMP PARTS	Open	2,387.34	0.00	
M2302297	08/24/23	FOLEY005 FOLEY, INC.	LABOR TO TURN P&B ON D-10	Open	5,952.96	0.00	
M2302341	08/31/23	GENRO005 GENRON FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	Open	113.40	0.00	
M2302352	08/31/23	DUNCA005 DUGMORE & DUNCAN	LOCKS/KEYS FOR DOORS & GATES	Open	1,077.00	0.00	
M2302356	09/01/23	UNITE100 UNITED RENTALS	MANLIFT FOR WWL SCUM PROJECT	Open	908.16	0.00	
M2302368	09/05/23	RACKM005 RACKMOUNT SOLUTIONS	AIR UNIT	Open	1,507.15	0.00	
M2302371	09/06/23	LOWES005 LOWE'S COMMERCIAL SERVICES	PRESSURE WASHER & HOSE	Open	359.56	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2302382	09/07/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	TS CONDENSING UNIT FAN REPAIRS	Open	748.29	0.00	C
M2302399	09/08/23	AMCSG005 AMCS GROUP INC.	PC SCALE SOFTWARE MAINT	Open	3,338.54	0.00	
M2302408	09/08/23	GRAYB005 GRAYBAR ELECTRIC CO.	LOWER TWP LIGHT & FAN VAULT	Open	1,029.13	0.00	
M2302412	09/11/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - OC	Open	9,583.61	0.00	C
M2302413	09/11/23	GRAIN005 GRAINGER INC.	BUBBLER PANEL PARTS	Open	2,227.89	0.00	
M2302414	09/11/23	GRAIN005 GRAINGER INC.	S/S & COPPER FITTINGS SCUM PRO	Open	3,977.84	0.00	
M2302421	09/12/23	GARTO005 GARTON'S RIGGING INC. Contract No: C2300023	150 TON CRANE	Open	3,600.00	0.00	C
M2302433	09/13/23	HOUPE005 HOUPERT FLEET SERVICES LLC	ALTERNATOR T-13	Open	247.12	0.00	
M2302437	09/13/23	SCHUL005 A. C. SCHULTES	Vibration Analysis on Scrubber	Open	900.00	0.00	
M2302457	09/14/23	MCCAR010 MCCARTHY TIRE SERVICE CO. INC.	TIRES & RIMS FOR TRAILER	Open	680.00	0.00	
M2302460	09/15/23	GEIGE005 GEIGER PUMP & EQUIP. CO.	REPLACEMENTS FOR CLARIFIER DRI	Open	1,522.75	0.00	
M2302466	09/15/23	FOLEY005 FOLEY, INC. Contract No: C2300049	D-10 DOZER OIL DRAIN FITTINGS	Open	1,660.07	0.00	C
M2302467	09/15/23	GRAYB005 GRAYBAR ELECTRIC CO.	SMALL EFFL. VFD INSTALL	Open	551.28	0.00	
M2302468	09/15/23	DAVID005 DAVID WEBER OIL CO.	GREASE PUMPS AT 69TH & 39TH PS	Open	232.93	0.00	
M2302470	09/18/23	GENTI005 GENTILINI FORD, INC.	RIMS FOR TK-11 FUEL TRUCK	Open	438.04	0.00	
M2302472	09/18/23	SERVI005 SERVICE TIRE TRUCK CENTERS	(4) TIRES FOR FLEET VEHICLES	Open	345.16	0.00	
M2302473	09/18/23	APPLI015 APPLIED INDUSTRIAL TECH.	REPLACEMENT OF RBC GEARBOXES	Open	134,038.88	0.00	
M2302479	09/18/23	GRAVE005 TUCKAHOE SAND & GRAVEL	STONE FOR SCRUBBER TANKS	Open	1,517.96	0.00	
M2302481	09/18/23	NAPA0005 SEAVILLE NAPA	SHOP SUPPLIES	Open	2,096.45	0.00	
M2302482	09/18/23	TRSCO005 TRS CONTAINERS, LLC	STORAGE CONTAINERS	Open	16,100.00	0.00	
M2302483	09/18/23	FASTE010 FASTENAL & CON. SUPPLIES	NOVA 3 HELMET PARTS	Open	701.33	0.00	
M2302485	09/19/23	BHFOT005 B&H FOTO & ELECTRONICS COPP	MILESTONE MAINTENANCE RENEWAL	Open	1,064.25	0.00	
M2302487	09/19/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - WW	Open	9,377.64	0.00	C
M2302493	09/19/23	FWWEB005 F.W.WEBB COMPANY	SMM SCUM PROJECT	Open	11,781.72	0.00	
M2302495	09/19/23	DISCO005 DISCOUNT HYDRAULICS	COOLANT HOSE FOR G-07	Open	133.33	0.00	
M2302498	09/20/23	GRAIN005 GRAINGER INC.	TRANSMITTER FOR FRONT GATE	Open	274.50	0.00	
M2302499	09/20/23	DAVID005 DAVID WEBER OIL CO.	MOTOR OIL FOR TRUCKS	Open	1,494.10	0.00	
M2302502	09/20/23	WECAR005 WECARE DENALI, LLC	COMPOST FOR TERRAGRO	Open	487.50	0.00	
M2302506	09/20/23	GRAIN005 GRAINGER INC.	RFP BEARINGS	Open	1,456.04	0.00	
M2302508	09/20/23	KELLA005 CHRIS KELLAWAY	EDUCATIONAL REIMBURSEMENT	Open	224.00	0.00	
M2302509	09/20/23	PEDRO005 PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	1,766.50	0.00	
M2302510	09/20/23	GRAIN005 GRAINGER INC.	FIRST AID KIT, EYE WASH	Open	507.54	0.00	
M2302511	09/20/23	IDEXX005 IDEXX DISTRIBUTION INC.	LAB SUPPLIES	Open	229.20	0.00	
M2302516	09/21/23	APPLI015 APPLIED INDUSTRIAL TECH.	REPLACEMENT OF RBC BEARINGS	Open	65,350.52	0.00	
M2302517	09/21/23	GRAIN005 GRAINGER INC.	GLASSES, GLOVES	Open	227.32	0.00	
M2302521	09/21/23	ENGIN015 SCS ENGINEERS,PC Contract No: C2200053	EMISSION STATEMENT ASSISTANCE	Open	435.00	0.00	C
M2302522	09/21/23	GRAIN005 GRAINGER INC.	SHOVELS, PLACARDS	Open	689.59	0.00	
M2302523	09/21/23	CARBO015 CARBON INDUSTRIAL SERVICES LLC Contract No: C2300019	tire recycling	Open	4,686.40	0.00	C
M2302531	09/21/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	832.51	0.00	
M2302534	09/21/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	605.46	0.00	
M2302539	09/21/23	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2300037	EMULSION POLYMER ZETAG 8848FS	Open	8,120.64	0.00	C
M2302544	09/22/23	SOUTH050 SOUTH JERSEY WELDING	YEARLY GAS CYLINDER LEASE	Open	3,030.48	0.00	
M2302547	09/22/23	CUSTO040 CUSTOM BANDAG, INC. Contract No: C2200069	1, ON-HIGHWAY RECAP	Open	193.06	0.00	C
M2302552	09/25/23	HACHC005 HACH COMPANY	PH BUFFER	Open	358.90	0.00	
M2302553	09/25/23	TACPRO05 TAC PRINTING	SEPTAGE FORMS	Open	774.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2302556	09/25/23	FOLEY005 FOLEY, INC. Contract No: C2300049	SPROCKET SEGMENTS & HARDWARE	Open	958.48	0.00	C
M2302560	09/25/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - WW	Open	9,468.50	0.00	C
M2302561	09/25/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - WW	Open	9,555.89	0.00	C
M2302562	09/25/23	APPLI015 APPLIED INDUSTRIAL TECH.	BELT REPAIR KIT BAR SCREEN	Open	243.97	0.00	
M2302563	09/26/23	GRAIN005 GRAINGER INC.	TRAFFIC CONE CART	Open	205.57	0.00	
M2302565	09/26/23	BARST005 KEVIN L. BARSTOW	REIMBURSE S-1LICENSE	Open	50.00	0.00	
M2302579	09/27/23	NAPA0005 SEAVILLE NAPA	MUD FLAPS	Open	127.80	0.00	
M2302580	09/27/23	JBOLT005 J-BOLTS INDUSTRIAL SUPPLIES	MISC GEJ PLANT SUPPLIES	Open	349.95	0.00	
M2302583	09/27/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - OC	Open	9,640.02	0.00	C
M2302586	09/27/23	JOSEP005 JOSEPH GARTLAND, INC.	RAGS AND GLOVES	Open	645.70	0.00	
M2302588	09/28/23	THEHO005 THE HOME DEPOT PRO	SAFETY	Open	472.88	0.00	
M2302591	09/28/23	APPLI015 APPLIED INDUSTRIAL TECH.	REVERSING STARTER	Open	830.86	0.00	
M2302600	09/29/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - CM	Open	9,651.95	0.00	C
M2302606	09/29/23	QBESP005 QBE SPECIALTY INSURANCE COMPAN	CO-INSURANCE OBLIGATION	Open	1,248.00	0.00	
M2302607	09/29/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE 10/6/23	Open	9,292.94	0.00	C
M2302608	09/29/23	OTIS0005 OTIS ELEVATOR COMPANY	ANNUAL ELEVATOR MAINT. PLAN	Open	4,268.44	0.00	
M2302609	09/29/23	ADVAN040 STAPLES ADVANTAGE	OFFICE SUPPLIES - PLOTTER INK	Open	1,465.15	0.00	
M2302610	10/02/23	LOWES005 LOWE'S COMMERCIAL SERVICES		Open	45.14	0.00	
M2302612	10/02/23	ADVAN035 ADVANTAGE RENTAL CENTER	KNEE PADS AND SHARPIE	Open	40.46	0.00	
M2302613	10/02/23	COLON005 COLONIAL ELECTRIC SUPPLY	CREST HAVEN PUMP STATION	Open	37.95	0.00	
M2302614	10/02/23	LOWES005 LOWE'S COMMERCIAL SERVICES	COUPLINGS FOR PEROXIDE LINE	Open	40.47	0.00	
M2302615	10/02/23	COLON005 COLONIAL ELECTRIC SUPPLY	SMM REFURBISH MIP ROOM	Open	16.59	0.00	
M2302616	10/02/23	YSIIN005 YSI INC.	BOD PROBE	Open	838.16	0.00	
M2302620	10/02/23	ADVAN035 ADVANTAGE RENTAL CENTER	MISC GAS PLANT SUPPLIES	Open	42.61	0.00	
M2302621	10/02/23	GARDN005 GARDNER TRUE VALUE	MISC SITE SUPPLIES	Open	43.95	0.00	
M2302623	10/03/23	LOWES005 LOWE'S COMMERCIAL SERVICES	MISC SITE SUPPLIES	Open	142.48	0.00	
M2302627	10/03/23	ADVAN010 ADVANCE SCALE CO. INC. Contract No: C2300029	LANDFILL LOAD CELL ISSUE	Open	255.00	0.00	C
M2302628	10/03/23	GRAIN005 GRAINGER INC.	SHOP SUPPLIES AND TOOLS	Open	1,327.30	0.00	
M2302632	10/04/23	KEVIN025 KEVIN J. WHITNEY	REIMBURSEMENT-TRAVEL EXPENSES	Open	1,009.65	0.00	
M2302636	10/04/23	FLEET025 FLEETPRIDE,INC	STEEL RIMS FOR TRAILER TIRES	Open	2,720.00	0.00	
M2302646	10/04/23	TREAS010 TREASURER, STATE OF NEW JERSEY	ANNUALRECYCLING CENTER REG FEE	Open	8,792.00	0.00	
M2302647	10/04/23	MIDDL035 MIDDLE TOWNSHIP POLICE ALARM	MIDDLE TWP POLICE ALARM FEES	Open	650.00	0.00	
M2302648	10/05/23	RIZZU005 JOSEPH RIZZUTO	REIMBURSEMENT-TRAVEL EXPENSES	Open	1,303.08	0.00	
M2302649	10/05/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - WW	Open	9,539.92	0.00	C
M2302651	10/05/23	ADVAN010 ADVANCE SCALE CO. INC. Contract No: C2300029	TRUCK SCALE INSPECTIONS TS 3Q	Open	480.00	0.00	C
M2302654	10/05/23	GILMA005 GILMAR 25, LLC	8/21/23 Pickup Slip	Open	22.47	0.00	
M2302662	10/06/23	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL DEL 2/29/23	Open	7,139.41	0.00	
M2302663	10/06/23	COLON005 COLONIAL ELECTRIC SUPPLY	BACKFLOW PREVENTOR REPLACEMENT	Open	16.96	0.00	
M2302665	10/06/23	GARDN005 GARDNER TRUE VALUE	PC MAINTENANCE	Open	45.96	0.00	
M2302667	10/06/23	OMNIR005 OMNI RECYCLING LLC Contract No: C2300012	September OMNI processing fee	Open	124,331.35	0.00	C
M2302670	10/06/23	ADVAN035 ADVANTAGE RENTAL CENTER	SCALEHOUSE TOILET INSTALL PART	Open	46.88	0.00	
M2302671	10/06/23	DISCO005 DISCOUNT HYDRAULICS	REPAIR HYDRAULIC LEAK S-11	Open	1,148.98	0.00	
M2302672	10/06/23	SOUTH010 SOUTHERN NEW JERSEY NIGP	OCTOBER PURCHASING MEETING	Open	140.00	0.00	



PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2302674	10/10/23	EPIC0005 EPIC Contract No: C2300056	SLUDGE DISPOSAL SEPT 2023	Open	24,352.70	0.00	C
M2302678	10/10/23	ATLAN090 ATLANTIC CO. UTIL. AUTHORITY Contract No: C2300043	SLUDGE DISPOSAL FOR SEPT 2023	Open	87,101.75	0.00	C
M2302681	10/10/23	FORDS005 FORD,SCOTT & ASSOCIATES, LLC Contract No: C2200064	PROFESSIONAL SERVICES: AUDIT	Open	33,998.00	0.00	C
M2302686	10/11/23	PALOM005 JOSH PALOMBO	WEFTEC EXPENSES	Open	1,730.62	0.00	
V2300757	09/29/23	NJDIV010 NJ DIVISION OF PENSIONS	PENSION W/H-SEPTEMBER 2023	Open	99,725.80	0.00	
V2300758	09/29/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	1,770.24	0.00	
V2300759	10/03/23	ABCOP005 ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	550.26	0.00	
V2300760	10/03/23	NATIO045 NATIONWIDE RETIREMENT SOLUTION	DEFERRED COMPENSATION W/H	Open	18,035.00	0.00	
V2300761	10/03/23	NEWJE050 NEW JERSEY FAMILY SUPPORT	GARNISHMENTS	Open	684.00	0.00	
V2300762	10/03/23	ANDRE010 ANDREW J. GREEN, COURT OFFICER	WAGE ATTACHMENT	Open	350.56	0.00	
V2300763	10/03/23	HEALT005 HEALTH EQUITY	EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,629.20	0.00	
V2300764	10/03/23	DUES0005 TEAMSTERS LOCAL 331 DUES	UNION DUES	Open	3,386.00	0.00	
V2300765	10/03/23	POLIT005 TEAMSTERS LOCAL 331 POLITICAL	POLITICAL ACTION FUND	Open	15.00	0.00	
V2300766	10/03/23	SOCIA005 TEAMSTERS LOCAL 331 SOCIAL	UNION SOCIAL FUND	Open	4.00	0.00	
V2300767	10/03/23	DEPAR015 DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	117,279.83	0.00	
V2300768	10/03/23	NJDIV015 NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	19,150.01	0.00	
V2300769	10/03/23	CAPEM055 CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CMCMA	Open	282,185.94	0.00	
V2300770	10/03/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	32,067.69	0.00	
V2300771	10/03/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	490.32	0.00	
V2300772	10/03/23	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES	Open	3,959.62	0.00	
V2300773	10/10/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-GEN LEGAL SEPT 2023	Open	3,427.00	0.00	
V2300774	10/10/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-LABOR NEGOTIATIONS	Open	966.00	0.00	
V2300775	10/10/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-PERSONNEL SEPT 2023	Open	2,242.50	0.00	
V2300776	10/10/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-SW GENERAL SEP 2023	Open	4,715.00	0.00	
V2300777	10/10/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES- WW GEN SEPT 2023	Open	1,253.50	0.00	
V2300778	10/10/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES-ADMIN BUILDING	Open	101.20	0.00	
V2300779	10/10/23	VERIZ030 VERIZON	FIOS INTERNET	Open	239.99	0.00	
V2300780	10/10/23	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES- ADMIN BUILDING	Open	158.97	0.00	
V2300781	10/10/23	COMCA010 COMCAST OF SOUTH JERSEY INC.	UTILITIES- 8/28/23-9/27/23	Open	226.21	0.00	
V2300782	10/10/23	VERIZ010 VERIZON WIRELESS	UTILITIES- 8/29/23-9/28/23	Open	76.02	0.00	
V2300783	10/10/23	NJDIV020 NJ DIV OF TAXATION (SPILL TAX)	SPILL TAX SEPTEMBER 2023	Open	24.47	0.00	
V2300784	10/10/23	VERIZ010 VERIZON WIRELESS	UTILITIES- 8/24/23-9/23/23	Open	195.99	0.00	
V2300785	10/10/23	SPECT025 SPECTROTEL	UTILITIES- OCTOBER 2023	Open	3,758.61	0.00	
V2300786	10/10/23	DAILY005 DAILY JOURNAL	LEGAL ADVERTISING- SEPT 2023	Open	203.19	0.00	
V2300787	10/10/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES- ADMIN BUILDING	Open	16,480.69	0.00	
V2300788	10/11/23	CLEAN030 CLEAN ENERGY	CNG FUEL- SEPTEMBER 2023	Open	2,368.54	0.00	
V2300789	10/11/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	81.28	0.00	
V2300790	10/11/23	CITY0025 CITY OF WILDWOOD WATER UTILITY	UTILITIES	Open	3,863.35	0.00	
V2300791	10/11/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	130,653.31	0.00	
V2300792	10/11/23	STATE030 STATE OF NEW JERSEY	NJ EMPLOYEE TAX 3RD QTR 2023	Open	10,097.83	0.00	
V2300793	10/11/23	ENTER020 ENTERPRISE FM TRUST	VEHICLE LEASE- WASTEWATER	Open	1,621.87	0.00	
V2300794	10/11/23	NJDIV035 NJ DIV. OF TAXATION-RECYCLING	RECYCLING TAX 3rd QUARTER 2023	Open	159,468.00	0.00	
V2300795	10/11/23	STATE035 STATE OF NEW JERSEY - SLT	LF CLOSURE&CONTINGENCY TAX-SEP	Open	7,737.78	0.00	
V2300796	10/11/23	BOROU010 BOROUGH OF WOODBINE	3RD QTR 2023 WATER BILL SLF	Open	833.01	0.00	
V2300797	10/11/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES TS - ACCT#524 SEP	Open	990.58	0.00	
V2300798	10/11/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES -ACCT#312 SEP	Open	6,319.88	0.00	
V2300799	10/11/23	CMCMU020 CMCMA WASTEWATER	LEACHATE DISPOSAL SEP 2023	Open	10,839.78	0.00	
V2300800	10/11/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES-GAS HEAT TS SEP	Open	39.14	0.00	
V2300801	10/12/23	PITNE010 PITNEY BOWES BANK INC RESERVE	POSTAGE METER REPLISHMENT	Open	1,000.00	0.00	
V2300802	10/12/23	UNITE135 UNITED HEALTHCARE INSURANCE CO	Health Insur. Vision Oct 2023	Open	1,737.22	0.00	

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
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Total Purchase Orders:	179	Total P.O. Line Items:	0	Total List Amount:	2,949,495.22	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	3-100	622,703.07	0.00	17,955.52	640,658.59
WASTEWATER OPERATIONS	3-200	419,545.68	0.00	0.00	419,545.68
SOLID WASTE OPERATIONS	3-300	216,813.22	0.00	167,205.78	384,019.00
RENEWAL & REPLACEMENT	3-720	1,505,271.95	0.00	0.00	1,505,271.95
Total of All Funds:		2,764,333.92	0.00	185,161.30	2,949,495.22

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# 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 October 18, 2023.



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Robert P. Donato, CPA  
Chief Financial Officer