

## 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**

**December 20, 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
  - December 6, 2023 Regular Meeting**
  - December 6, 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  
- **December 14, 2023**
  - Solid Waste Program Tonnage and Revenue Report  
- **November 2023**
10. Wastewater Management and Solid Waste Management Programs (Combined)
  - Resolution No. 155-23** Resolution Approving Year 2024 Authority Budget for the Wastewater Management and Solid Waste Management Programs
  - Resolution No. 156-23** Resolution Authorizing the Award of a Fair and Open Contract for Professional Service - Bond Counsel Services for the Cape May County Municipal Utilities Authority (RFP-47-23) to McManimon, Scotland & Baumann (total not to exceed amount of \$50,000.00)

**Resolution No. 157-23** Resolution Authorizing the Continuation of a Fair and Open Contract RFP-58-21 with Acacia Financial Group, Inc. - Extraordinary Unspecifiable Services for Financial Advisor Services pursuant to Resolution No. 156-21 (total not-to-exceed amount of \$25,000.00)

**Resolution No. 158-23** Resolution Authorizing the Continuation of Contract MUA-EQUIP-59-22 (Part B) with Service Tire Truck Center, Inc. – Furnish and Deliver Remanufacturing of Tires and Procurement of Remanufactured Tires Pursuant to Resolution No. 142-22 (total not-to-exceed amount of \$63,118.75)

#### 11. Wastewater Management Program

**Resolution No. 159-23** Resolution Requesting Change in Title, Text or Amount of Appropriation for the CMCMUA Wastewater Management Program Pursuant to N.J.A.C. 5:31-2.8

**Resolution No. 160-23** Resolution Authorizing Contract Change Order No. 1 to Contract SER-37-22 – Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities with Environmental Protection and Improvement Company, LLC.

**Resolution No. 161-23** Resoluution Authorizing a Shared Services Agreement between the Atlantic County Utilities Authority and the Cape May County Municipal Utilities Authority for Sludge Disposal

#### 12. Solid Waste Management

**Resolution No. 162-23** Resolution Requesting Change in Title, Text or Amount of Appropriation for the CMCMUA Solid Waste Management Program Pursuant to N.J.A.C. 5:31-2.8

**Resolution No. 163-23** Resolution Authorizing the Authority's Purchasing Agent to Procure Recycling Services to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches (RFP-45-23) from T.H. Glennon Company, Inc. (total not-to-exceed amount of \$110,000.00)

**Resolution No. 164-23** Resolution Authorizing the Continuation of Contract SW-EQUIP-60-22 with R.J. Sherman & Associates, Inc. dba Vermeer North Atlantic Sales & Services – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Vermeer Recycling Equipment Pursuant to Resolution No. 170-22 (total not-to-exceed amount of \$93,380.00)

**Resolution No. 165-23** Resolution Authorizing the Award of a Non-Fair and Open Contract and the Execution of the Agreement and the Rider to the Agreement to Provide Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program

**Resolution No. 166-23** Resolution Authorizing Contract Change Order No. 1 to Contract MISC-44-23 – Inspection, OEM Maintenance and Equipment Repair Services at the Intermediate Processing Facility with Advanced Design & Control Corp., dba Advanced Equipment Sales

13. Miscellaneous

**Resolution No. 167-23** Resolution Appointing a Public Agency Compliance Officer

**Resolution No. 168-23** Resolution Authorizing the Award of Extraordinary Unspecifiable Services Contract for Risk Management Consultant Services to Marsh & McLennan Agency, LLC. (total contract amount of \$14,000.00)

14. Approval of Vouchers – December 20, 2023

**Administration**

**Wastewater Operations**

**Wastewater Project**

**Solid Waste Operations**

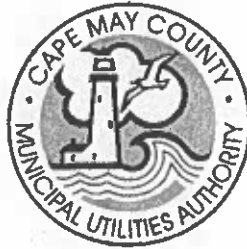
**Solid Waste Project**

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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### MINUTES OF THE REGULAR MEETING

December 6, 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 (Absent/Excused)
William G. Burns	Treasurer
Patricia A. Callinan	Corporate Secretary
Carol A. Heenan	Member
Zeth Matalucci	Member
Carol L. Saduk	Member (Absent/Excused)

#### 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
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.



**Minutes**

Minutes of the November 15, 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: 5-0-0

**Executive Session Minutes**

Minutes of the November 15, 2023 Executive Session 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: 5-0-0

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

None offered.

**Announcements/Special Presentations**

None presented.

**Executive Director's Personnel Report**

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

**Board Reports**

**Treasurer's Report**

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

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

Motion Carried: 5-0-0

**Construction Status Report – November 29, 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. Demolition began on October 23<sup>rd</sup>. By November 8<sup>th</sup>, all major piping components designated for demolition had been removed. Installation of new materials began on October 30<sup>th</sup>, while demolition was ongoing. Currently, approximately 80% of the new piping and pumping equipment is installed. The Contractor is proceeding at a rapid pace and it is very possible that he may be completed by the end of 2023.

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. Tasks recently completed by Garton's as part of the contract's contingency allowance include the removal of three additional RBCs from the Ocean City Wastewater Treatment Facility site on November 3<sup>rd</sup>.

Demolition and Disposal of Various Structures and Equipment at the Sludge Composting Facility - The purpose of this project is to demolish and dispose of structures and equipment at the Sludge Composting Facility that have not been in use since the fire of 2015. The Reactor, Amendment, Operations and Maintenance, Blower, and Storage Buildings, as well as Chemical and Odor Control Facilities with related appurtenances are to be safely removed in accordance with the governing regulations. On November 13<sup>th</sup>, the Contractor began the process of demolishing all the miscellaneous metals, piping and appurtenances that are mounted to the Reactor Building. On November 17<sup>th</sup>, demolition of the concrete at the upper levels of the Reactor Building began. The demolition of Blower Building No. 2 is essentially complete and, on November 29<sup>th</sup>, demolition of O&M Building began.

Secure Sanitary Landfill Leachate Pump Station Control/Power Replacement - The purpose of this contract is to install new controls, utility poles, power feeds and fiber optic communication lines that serve thirteen (13) pump stations that convey leachate from the base of the landfill to the leachate storage tanks, so as to improve operations and enable remote monitoring (SCADA). This Contract was awarded on October 18, 2023. Notice to Proceed was issued effective November 13, 2023. A Preconstructions Meeting was held on November 21, 2023. The Contractor is expected to mobilize onsite during March, 2024. Until that time, the review of technical submittals and material procurement shall proceed.

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

**Resolution No. 145-23** Resolution Authorizing the Award of a Fair and Open Contract for Professional Engineering Services – 2024 General Consulting Services for the Cape May County Municipal Utilities Authority (RFP-36-23) to Buchart Horn

	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: 5-0-0

**Resolution No. 146-23** Resolution Authorizing the Award of a Fair and Open Contract for Professional Engineering Services – 2024 General Consulting Services for the Cape May County Municipal Utilities Authority (RFP-36-23) to Mott MacDonald

	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: 5-0-0

**Resolution No. 147-23** Resolution Authorizing the Award of a Fair and Open Contract for Professional Engineering Services – 2024 Miscellaneous Electrical Engineering for the Cape May County Municipal Utilities Authority (RFP-37-23) to Buchart Horn

	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: 5-0-0

**Wastewater Management Program**

**Resolution No. 148-23** Resolution Authorizing the Award of Contract WW-31-23 – Cape May County Municipal Utilities Authority Wastewater Program Markout Services for Underground Facilities to USIC Locating Services, LLC.

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

Motion Carried: 5-0-0

**Resolution No. 149-23** Resolution Authorizing the Award of Contract WW-42-23 – Cutting and Modification of Existing Concrete Structures at Various Wastewater Treatment Facilities to West Bay Construction, Inc.

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

Motion Carried: 5-0-0

**Resolution No. 150-23** Resolution Authorizing the Award of Contract SER-46-23 (Part I – Biomonitoring)– Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program to Garden State Laboratories, Inc.

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

Motion Carried: 5-0-0

**Resolution No. 151-23** Resolution Authorizing the Award of Contract SER-46-23 (Part II – Other Required Testing)– Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program to Eurofins Environment Testing Philadelphia, LLC.

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

Motion Carried: 5-0-0

**Resolution No. 152-23** Resolution Authorizing Contract Change Order No. 1 to Contract CHEM-53-22 – Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities with Kuehne Chemical Co., Inc.

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

Motion Carried: 5-0-0

**Solid Waste Management Program**

None presented.

**Miscellaneous**

**Resolution No. 153-23** Resolution Authorizing the Continuation of a Fair and Open Contract RFP-65-22 with A+ Commercial Office Cleaners, LLC. – Provide Janitorial Services for the Cape May County Municipal Utilities Authority's Administration Office Building Pursuant to Resolution No. 171-22

	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: 5-0-0

**Approval of Vouchers**

Approval of the Administration Vouchers List dated December 6, 2023.

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

Motion Carried: 5-0-0

Approval of the Wastewater Operations Vouchers List dated December 6, 2023.

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

Motion Carried: 5-0-0

Approval of the Wastewater Project Vouchers List dated December 6, 2023.

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

Motion Carried: 5-0-0

Approval of the Solid Waste Operations Vouchers List dated December 6, 2023.

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

Motion Carried: 5-0-0

Approval of the Solid Waste Project Vouchers List dated December 6, 2023.

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

Motion Carried: 5-0-0

The total of all five (5) approved Vouchers Lists, dated December 6, 2023 was \$3,076,337.21.

**Public Comment**

None offered.

**New Business**

None presented.

**Executive Session**

**Resolution No. 154-23** 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	X			
Mr. Rixey						X
Ms. Saduk						X
Mr. Betts			X			

Motion Carried: 5-0-0

At 6:50 p.m., the Regular Meeting retired to Executive Session for the purpose of discussing general personnel matters.

At 7:24 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		X			
Mr. Rixey						X
Ms. Saduk						X
Mr. Betts			X			

Motion Carried: 5-0-0

**Adjournment**

There being no further business, the Regular Meeting adjourned at 7:25 p.m.

Respectfully submitted,



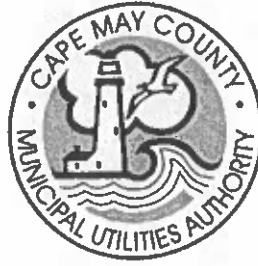
Ann M. McDevitt  
Recording Secretary

12/7/23

DRAFT



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

December 6, 2023

The Cape May County Municipal Utilities Authority held an Executive Session on Wednesday, December 6, 2023 at 6:50 p.m., at the Authority's Office in Swainton, New Jersey, authorized by Resolution No. 154-23.

#### PRESENT:

George W. Betts	Chairman
Richard Rixey	Vice Chairman (Absent/Excused)
William G. Burns	Treasurer
Patricia A. Callinan	Corporate Secretary
Carol A. Heenan	Member
Zeth Matalucci	Member
Carol L. Saduk	Member (Absent/Excused)

#### 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
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 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
N/A			

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

NAME	PROGRAM/POSITION/FACILITY	FROM/TO *DENOTES CHANGE	DISABILITY WITH PAY & WITH BENEFITS	FMLA WITH EARNED LEAVE & WITH BENEFITS	FMLA W/O PAY & WITH BENEFITS	FMLA/NJFLA W/O PAY & WITH BENEFITS	NJFLA W/O PAY & WITH BENEFITS	LEAVE W/O PAY & WITH BENEFITS	LEAVE W/O PAY & W/O BENEFITS
N/A									

**REASSIGNMENTS/NEW HIRES**

<b>NAME</b>	<b>FROM</b>	<b>TO</b>	<b>EFFECTIVE DATE</b>
	<b>PROGRAM/POSITION/FACILITY</b>	<b>PROGRAM/POSITION/FACILITY</b>	<b>DATE</b>
Andrew T. Bevis	Wastewater/Utility Worker/Cape May	Solid Waste/Utility Worker/ Sanitary Landfill	12/4/2023
Jamie L. Leval	New Hire	Administrative/Administrative Services Assistant/Administration	12/11/2023

MEMORANDUM

December 14, 2023

TO: Mr. Joshua Palombo, Wastewater Program Manager

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

RE: Wastewater Program Monthly Report

## 1.0 General

### Pre-Reallocation:

The Authority adjusts the annual charges billed to each Participant for regional wastewater services in April of the succeeding fiscal year, based upon actual flow delivered from each Participant, and audited expenditures from the previous calendar year. While consistent with the Service Agreements executed with each Participant, the April adjustments are untimely for consideration in the municipal budget process. Considering this, the Authority also prepares a letter outlining a preliminary estimate of the adjustments and distributes these to the Participants in November of each year. This letter uses actual flow data from January through October and estimated flow data from November and December to redistribute the share of the user charges throughout the Participants based on their percentage of the total flow. The Authority issued the pre-reallocation letter on November 28, 2023 for the 2023 user charges.

## 2.0 Operational Data

### 2.1 Municipal Flow Report: November 2023

Billing Party	Million Gallons	% of Total
New Jersey American Water	60.537	26.79%
Middle Township	25.264	11.18%
Rio Grande	9.230	4.08%
Cape May Court House	9.909	4.38%
Avalon Manor	0.613	0.27%
Stone Harbor Blvd	0.732	0.32%
Court House South	4.720	2.09%
Harbor Bay Center	0.060	0.03%
City of North Wildwood	20.514	9.08%
City of Wildwood	19.666	8.70%
City of Cape May	20.883	9.24%
Borough of Wildwood Crest	14.148	6.26%
Borough Avalon	24.189	10.70%
City of Sea Isle City	19.899	8.80%
Borough of Stone Harbor	8.334	3.69%
Borough of West Cape May	3.295	1.46%
Borough of West Wildwood	4.496	1.99%
Board of County Commissioners	1.915	0.85%
Borough of Cape May Point	1.586	0.70%
Lower Township MUA	1.241	0.55%
New Jersey Turnpike Authority	0.027	0.01%

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

**Report Month** Nov

Facility	Years <input type="button" value="▼"/>		% Change	Difference
	2022	2023		
Ocean City Peak - Capacity 8.24	2.93	2.92	-	-
Seven Mile Peak - Capacity 7.67	2.99	3.77	26%	▲
Wildwood Peak - Capacity 14.18	3.14	5.95	90%	▲
Cape May Peak - Capacity 3.00	1.19	1.26	6%	▲

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

**Report Month** Nov

Facility	Years <input type="button" value="▼"/>		% Change	Difference
	2022	2023		
Ocean City Average - Capacity 8.24	2.19	2.02	-8%	▼
Seven Mile Average - Capacity 7.67	2.35	2.35	-	-
Wildwood Average - Capacity 14.18	2.14	2.31	8%	▲
Cape May Average - Capacity 3.00	0.84	0.86	2%	▲

**2.2 Laboratory Data: November 2023**

	Average TSS mg/L			Average CBOD mg/L		
	Influent	Effluent	% Removal	Influent	Effluent	% Removal
<b>Cape May</b>	305	5	98	223	6	97
<b>Wildwood</b>	170	7	96	205	11	95
<b>Seven Mile</b>	341	6	98	242	9	96
<b>Ocean City</b>	129	5	96	111	6	95

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

	Public Access (gallons)	In-House (gallons)
November 2023	0*	0*
November 2022	0	42,717


\*The system is currently offline for maintenance (See pages 20 and 21 for more information).

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


	Septage (gallons)	Leachate (gallons)
November 2023	861,070	714,000
November 2022	850,360	744,000

### 2.5 Sludge Transfer Facility

#### Sludge Disposal Report for October

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
<b>675</b>	<b>130.02</b>	<b>Cost</b>
<b>\$ 35,284.25</b>	<b>\$ 18,172.90</b>	<b>\$ 53,457.15</b>

#### Sludge Disposal Report for January to October

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
<b>10650</b>	<b>1464.83</b>	<b>Cost</b>
<b>\$ 536,533.50</b>	<b>\$ 204,739.29</b>	<b>\$ 741,272.79</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.

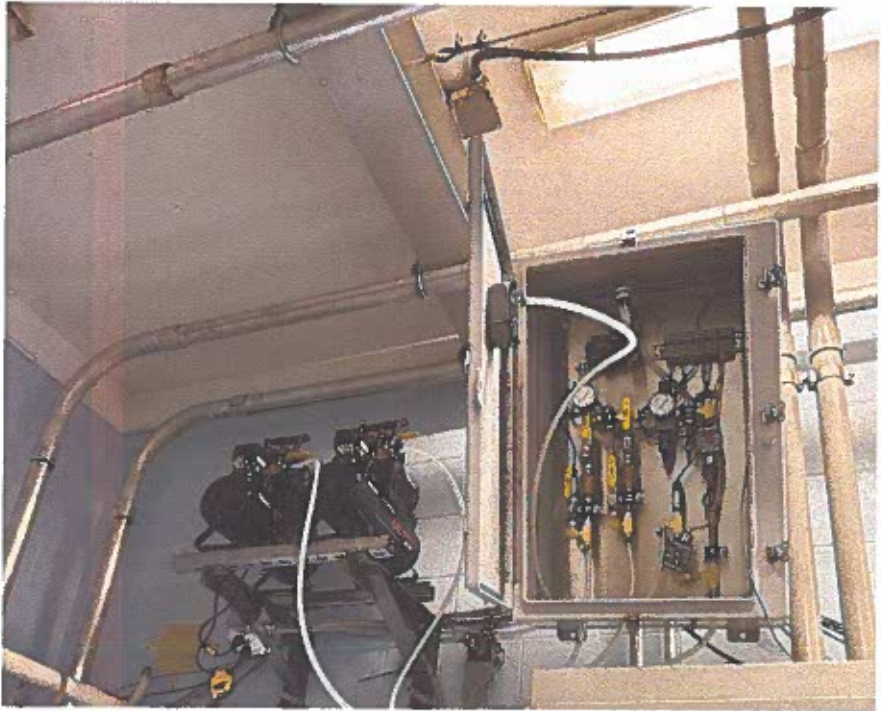
Contractor:	PCMG (Avanceon)
Contract Amount:	\$3,687,516.42
Amount Expended:	\$2,991,392.95 (81.3%)

###### Construction Contracts

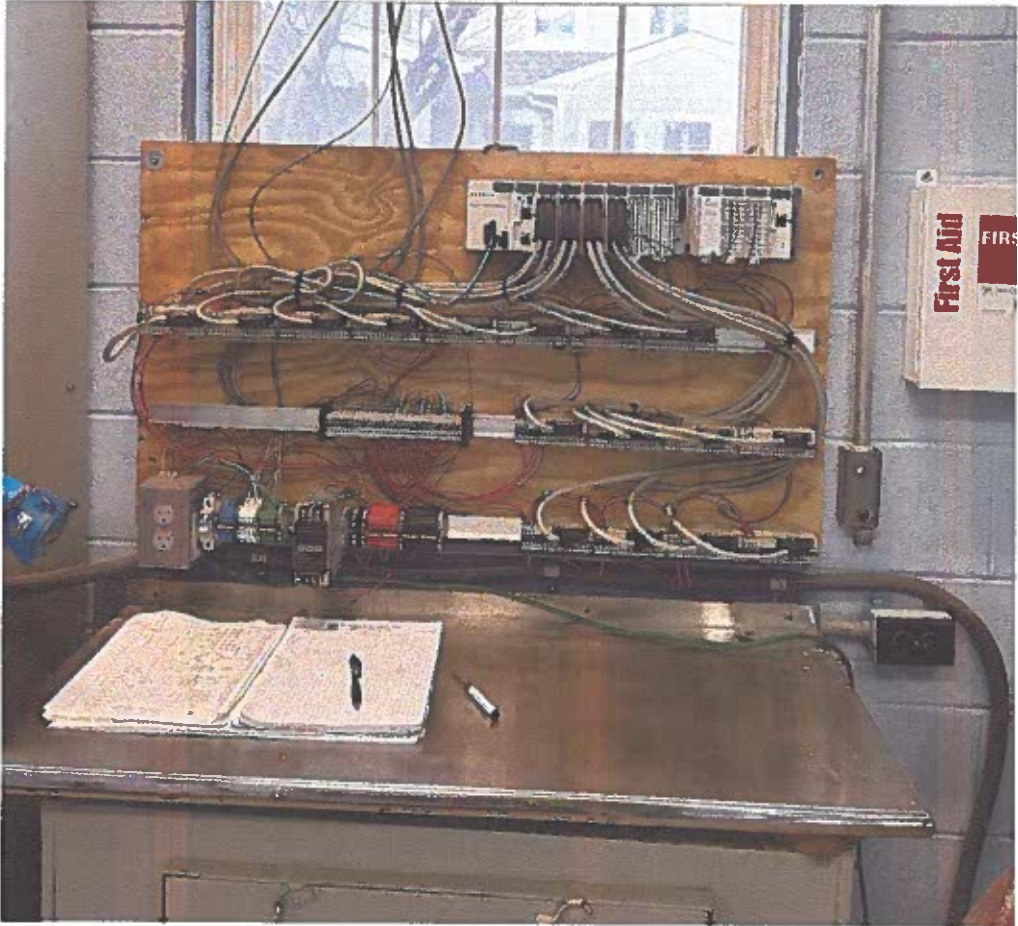
Contract WW-13-23 SCADA OC, WW/L & CM was approved and executed. The notice to proceed for contract WW-13-23 was issued on August 21, 2023 with the contract duration ending on November 18, 2025. Work has started in the Cape May Region.

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

Construction at Madison Ave Pump Station started in November. Scalfo electrically connected and wired the temporary PLC system to critical equipment at the station. This temporary PLC will be used to control the pumps at the station while Scalfo demolishes the legacy PLC and controls equipment and installs all new equipment. On December 5th CMCMUA Staff successfully commissioned the temporary PLC. In addition, a new bubbler cabinet that works in unison with the temporary PLC was hung and commissioned. (See pictures on the following pages.)

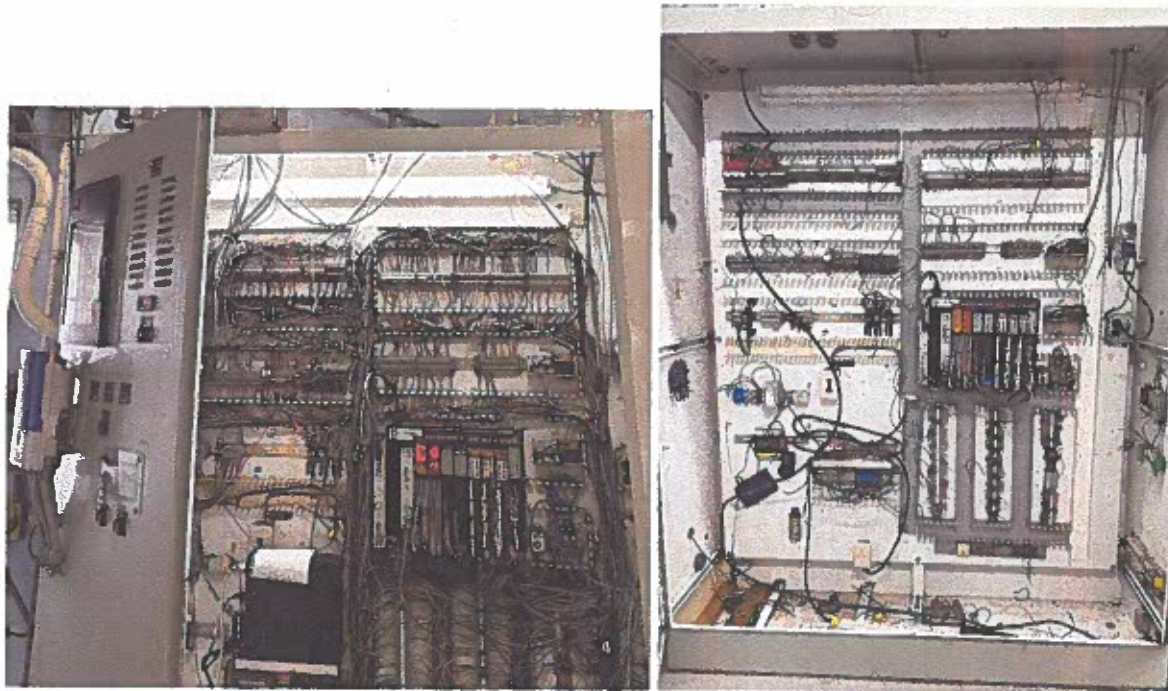


**New Bubbler cabinet**



**Temporary PLC setup**





**Legacy equipment demolition (Before and After)**

Cape May Staff placed the four (4) new VFDs for the Primary Sludge Pumps at the Wastewater Treatment Plant. This is in preparation of electrical construction of the CM Plant SCADA system.



### **RBC and RBR Replacement at the Ocean City Wastewater Treatment Facility:**

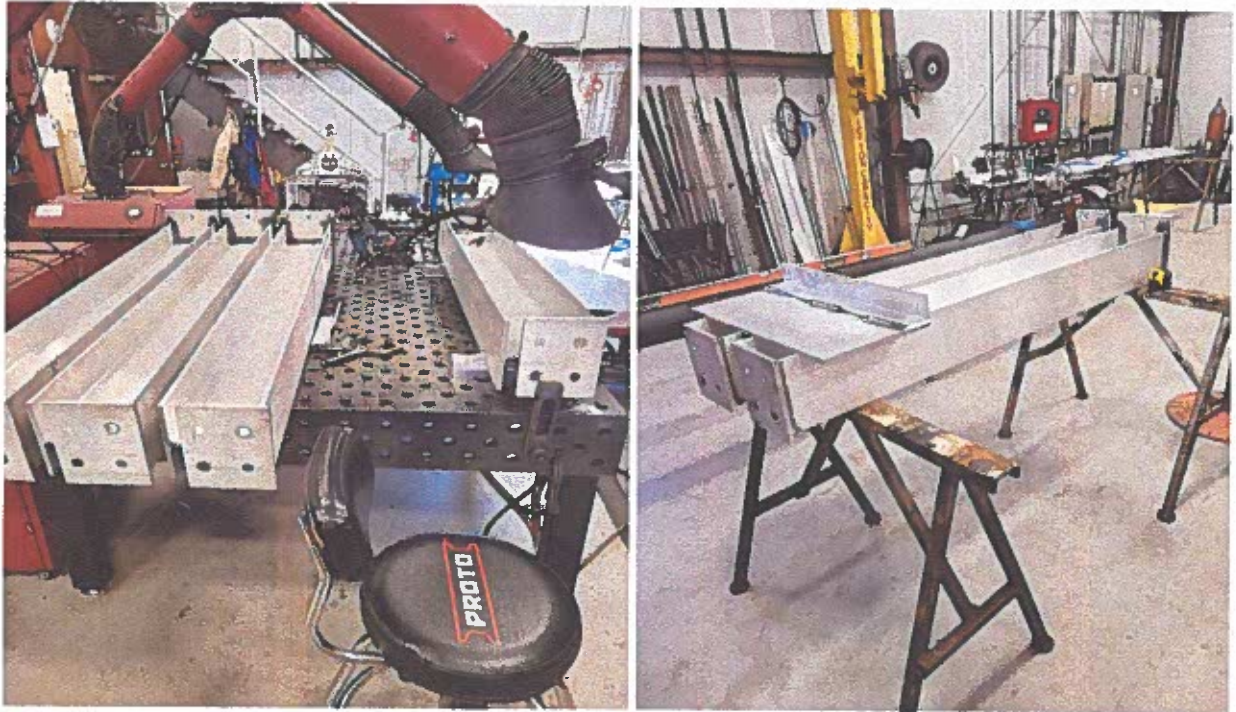
As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the replacement of Rotating Biological Contactor (RBC) media and shafts as well as the rehabilitation of the Rotating Biological Reactor (RBR) shafts project is being completed during the 2023 and 2024 off season.

The OC operations staff took delivery of the last 44 skids of RBR media that will be used in the new RBR that will be arriving during the month of December. This new RBR unit will be filled with 300,000 pieces of plastic media modules before it is put in service.

Bay #3 is the last remaining RBC Bay to be replaced in Ocean City. The Project Crew (PC) removed the RBC shafts from RBC Bay #3 during the month of October for ultimate disposal. The PC along with OC operations vacuumed and removed all debris from the RBC bay. The aluminum catwalks were then inspected by the Chief Engineer and parts were identified for replacement. Fortunately, not all of the aluminum components were beyond their lifecycle. Repairs to the catwalks will be made prior to receiving the new RBCs. The PC has the base plates mounted and finished for the shaft bearings. (See pictures below and on the following pages.)

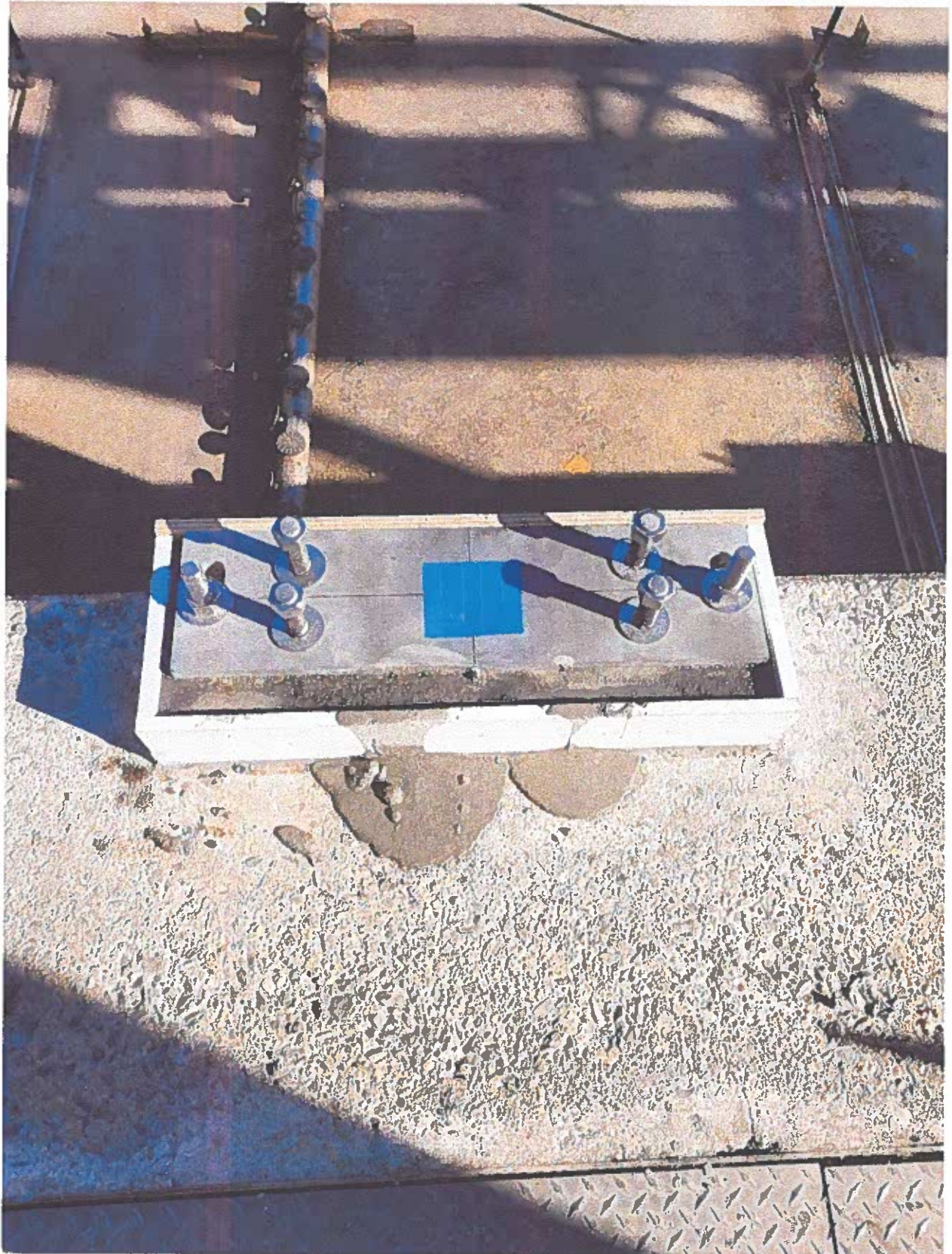






**Catwalk demolition and fabrication**





**RBC shaft baseplate**



### **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. The scum transfer pumps have been received for both SMM and WW/L. Procurement of glass lined ductile iron pipe and CPVC pipe is under way and awaiting delivery to continue with the project.

### **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 2023.

While the contractor worked on the pump and pipework installation, Paul Larsen, Plant Electrician, worked diligently to electrically connect the new pump motors and flow meters for startup on December 11th.



**Paul Larsen, Plant Electrician**

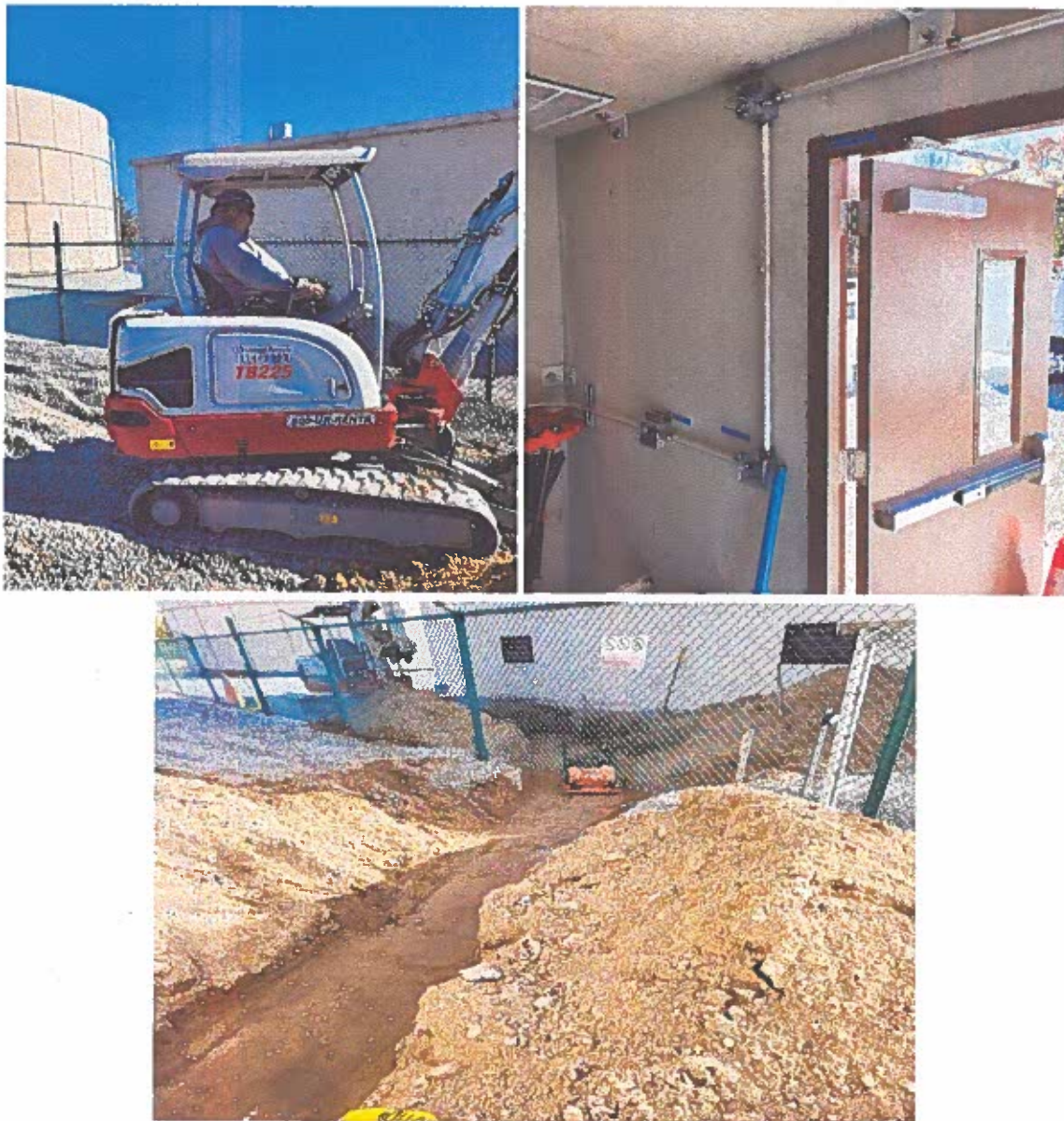


**Structure to hold the electrical wires**

### **Backflow Preventer Building Installation**

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the Authority is replacing the existing backflow preventers throughout the Seven Mile Region that are at the end of their useful lives. This project is to replace all of these devices with one backflow preventer. This will reduce maintenance costs as well reduce the number of permits needed from four (4) to one (1).

The Project Crew Electricians have installed the electrical components in the Backflow building. The building is now equipped with heat, fans and other monitoring equipment. All permits have been inspected by the township and are closed.



**SMM Backflow building electrical installation**



### **Clarifier sludge collection system replacement**

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the Authority is replacing clarifier sludge collection flights and chains at Wildwood/Lower WTF and Seven Mile Beach/Middle WTF. The flights and chain move settled sludge to the sludge collection point to allow pumping to the sludge thickeners which wear over time. Wildwood has 24 clarifier tanks. Four secondary tanks were refurbished in 2022. At the completion of this phase, Wildwood/Lower WTF will have 12 tanks worth of new flights and chains.

The Contractor measured the Wildwood/Lower and Seven Mile Beach/Middle facilities during the week of November 13th. This project will replace: flight and chains on four primary clarifier tanks and four secondary clarifier tanks at Wildwood/Lower WTF. Upon completion of work at Wildwood/Lower WTF, flights and chains on a primary clarifier and a secondary cross collector will be performed at Seven Mile Beach/Middle WTF.



**WWL equipment previously installed July 2022**



**Shawcrest pump station pump and riser replacement**

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the Shawcrest pump station was placed on bypass using one of the Program's bypass pumps. The station was successfully bypassed without issue and Project Crew removed the old pumps and risers. The Project Crew then began to reinstall new risers and the new pumps. This project is complete. (See pictures below and on the following pages.)



**Shawcrest demolition and refurbishment**







### **3.2 Repair and Maintenance Projects**

#### **Truck Maintenance**

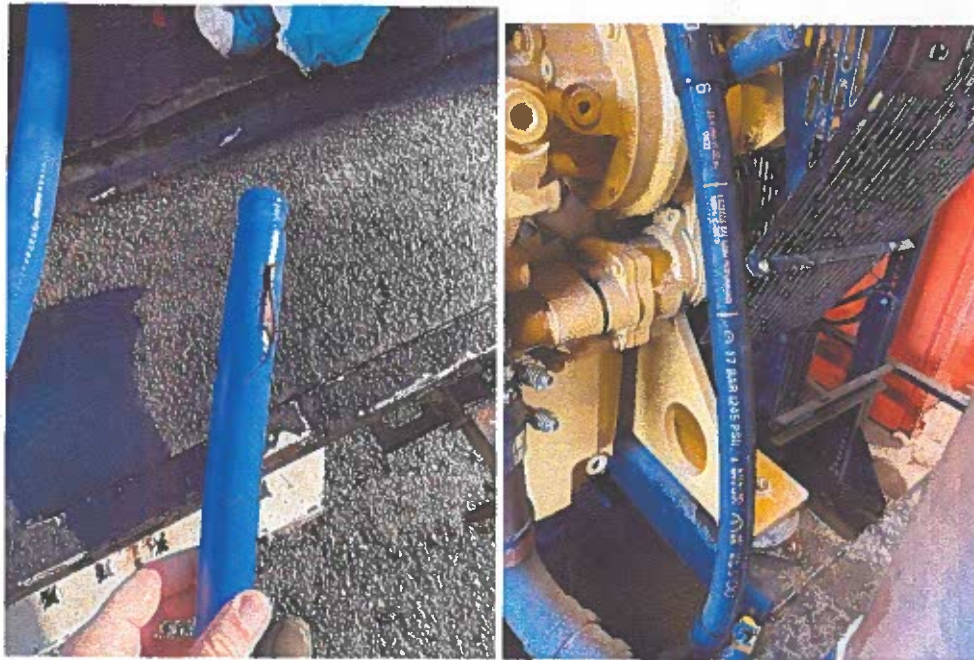
Project Crew continues to conduct routine maintenance and repairs on the sludge transportation vehicles. This month they were tasked with replacing brakes on T-13 and the F-350 crane truck.



#### **Ocean City Emergency Generator Maintenance**

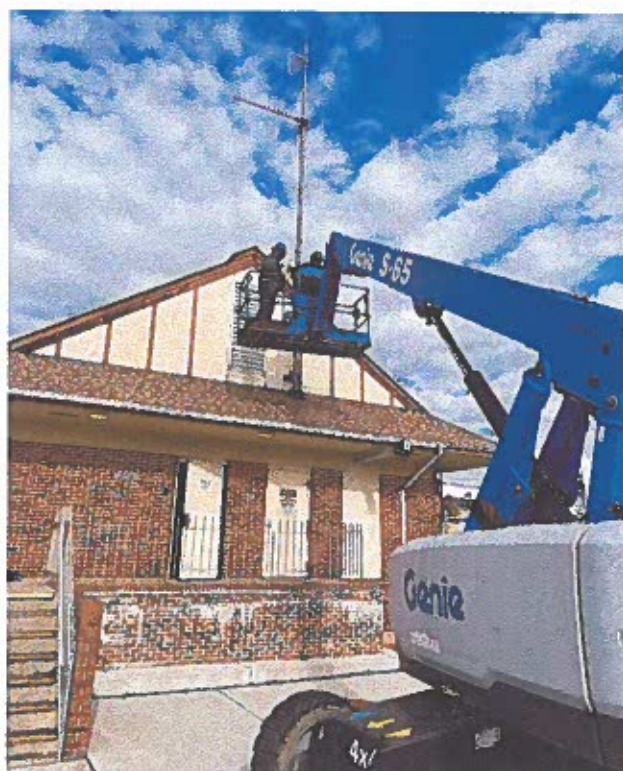
The maintenance crew tested the plant generators throughout the month of November. During one of the test runs, a cooling hose was found to be failing causing the generator to fail on an overtemp alarm. The maintenance staff procured new hoses and installed them right away on both facility generators. Both generators are back in normal operation. (See picture on the following page.)





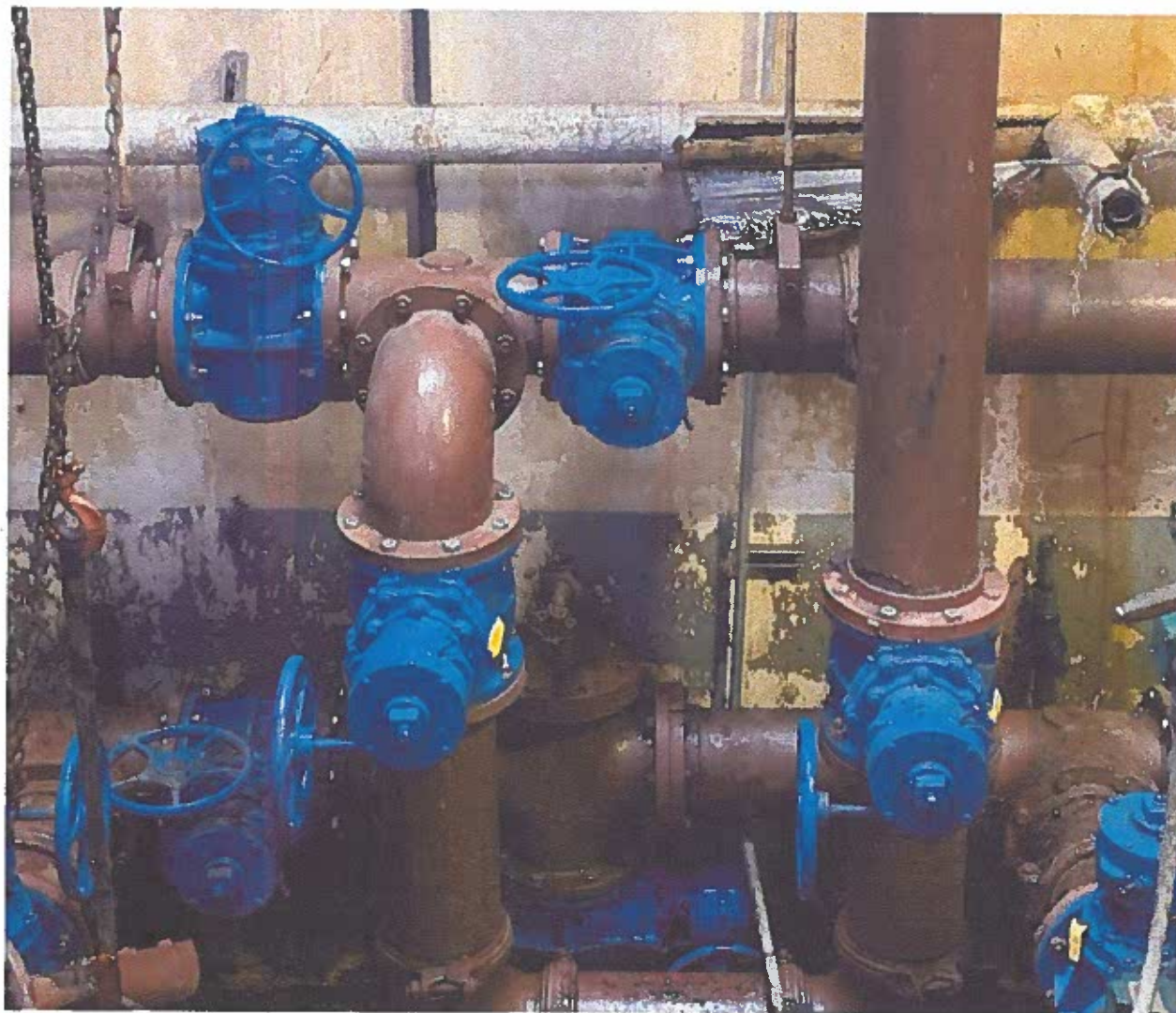
**Relocation of communications antenna at the 3rd Street Pump Station:**

Paul Larsen, OC Electrician, worked with the IT Department on relocating the communication antenna located at the 3rd Street Pump Station to the top of the mast located on the outside of the building. To accomplish this, an articulating boom lift was borrowed from the Solid Waste Program. Since the raising of the antenna, communication losses have been reduced, but not eliminated.



### **Seven Mile Beach/Middle Sludge Thickener Replacements**

The Sludge Thickener Gallery piping and valve installation was completed. A total of 13 valves were replaced. Maintenance Worker, Harry Cowan, worked with multiple members of the Operations team to wrap up this tedious, but much-needed project. Operations will now apply a fresh coat of paint on all of the sludge piping and new valves to freshen up the aesthetics of the gallery and protect the piping and valves. (See pictures below and on the following page.)









### **Reclaimed Water for Beneficial Reuse (RWBR) Refurbishment**

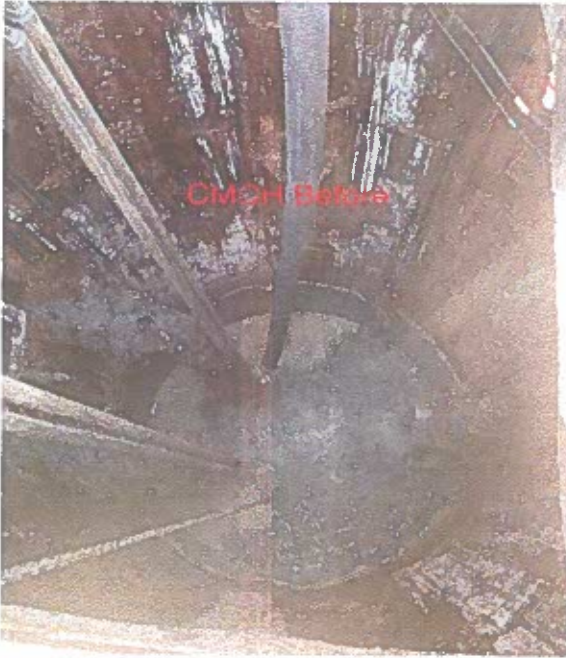
Work continued on the Water Reuse Denitrification Filter by Utility Workers, Mark Loper, Sam Bakley, and Jim Knox. Final cleaning of the tank was completed, pressure washing of all the metal was performed, and a rust converter was sprayed onto the metal to prepare the metal for paint. A two-part epoxy paint will be applied in the coming weeks to prepare the filter for new media installation.



### **Seven Mile Beach/Middle Region Pump Station wet well cleaning**

Burleigh, Mayville, and Cape May Court House Pump Stations were given a cleaning with the assistance of the Vac Truck and Project Crew Vac Truck Operator, Nick Schepis. Utility Workers, Sam Bakley and Jim Knox coordinated and completed this task. In addition to the three stations named above, the pump station at the Administration building was inspected and it was determined that it did not need to be cleaned at this time. (See pictures on the following page.)







MEMORANDUM  
December 14, 2023  
Page 21

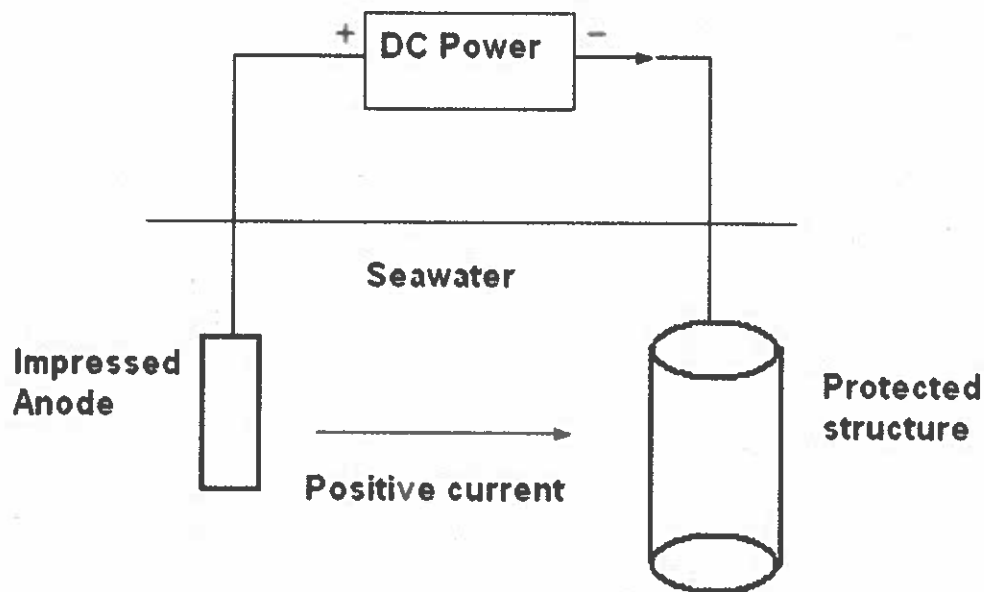
**Seven Mile Beach/Middle Region Pump Station Stair Repair**

It was reported that a stair tread was broken in the dry well of the 81st Street Pump Station. Utility Workers Chris Burner and Mark Loper completed this repair.



## Seven Mile Beach/Middle WTF Effluent Force Main Cathodic Protection Repairs:

Plant Electrician, Chris Kellaway, and Utility Worker, Mark Loper, began the repair of the cathodic protection system on the Effluent Force Main. In this case, an Impressed current cathodic protection system is used. Impressed current cathodic protection uses electricity and a transformer to apply a d.c. voltage between the anode and cathode. External voltage is used to drive the protection current and ensures that the pipe surface is always the cathode.



The wire that powers the cathodic protection anode bed was compromised. This project required the digging of a trench to lay conduit and the pulling of wire. Final connections will be made and tested in early December.







### **81st Pump Station Street Dry Well Maintenance**

Utility Workers Matt Cruz and Chris Burner did some housekeeping of the 81st Street dry well after the Maintenance Department worked aggressively for 3 days dealing with leaking and clogged pumps. This station is planned for a fresh coat of paint in 2024.



### **Wildwood/Lower Regional Wastewater Treatment Facility - Hydrogen Peroxide**

The concept of a bulk tank for Hydrogen Peroxide is finally completed. All planning, procurement, installation, as well as internal and external safety checks of all materials and equipment were performed in-house. The first bulk delivery of Hydrogen Peroxide was received during the month of November. (See picture on the following page.)



**Wildwood/Lower Wastewater Treatment Facility Effluent VFD installation:**

Bob Allamong, Wildwood/Lower WTF Plant Electrician began removing effluent pump VFDs #1 & #2 in order to install the new VFDs. The old dilution water VFDs pictured below are slated for future removal.





**10th Avenue Pump Station Pump Rebuild:**

The maintenance team began repairs to a 10th Avenue Pump Station pump rotating assembly. Old motor couplings from Spicer Avenue Pump Station motors were sent out for modifications. The motors from Spicer Spicer Avenue Pump Station will be used to replace old motors at 10th Avenue.



**New impeller**



**Michael Papale, Plant Mechanic and Matt Rucci, Maintenance Worker**



### Cape May Pump Maintenance

The Maintenance team rebuilt a spare vertical turbine pump for the Effluent Pump Station and two (2) centrifugal style pumps for Claghorn and Madison Avenue Pump Stations.



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

Unaudited

COMPARISON TO 2023 BUDGET

COMPARISON TO PREVIOUS YEAR

Solid Waste Type	1	2	3	4	5	6	7	8	9	COMPARISON TO PREVIOUS YEAR				
	Annual Budgeted Tons	November Budgeted Tons	November 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 %	2022 Budgeted Tons	November 2023 vs November 2022 Actual Tons	November 2023 vs November 2022 %	YTD 2023 vs YTD 2022 Actual Tons	YTD 2023 vs YTD 2022 %
10 - Municipal	93,000	5,790	5,493	297	-5.1%	87,642	85,049	-2,593	-3.0%	93,000	-3	-0.1%	133	0.2%
13 - Dry Bulky	4,300	262	256	6	2.3%	4,101	4,106	5	0.1%	4,200	-90	-10.5%	-963	-19.0%
13C - Construction & Demolition	58,500	5,455	7,667	2,212	40.5%	53,249	77,693	24,444	45.9%	58,500	-986	-11.4%	-2,232	-2.8%
23 - Vegetative	550	14	47	33	235.7%	546	253	-293	-53.7%	250	35	291.7%	-824	-76.5%
25 - Animal and Food Processing	750	64	45	-19	-29.7%	709	947	238	33.6%	548	-75	-62.5%	-171	-15.3%
27 - Dry Industrial	150	33	180	147	445.5%	511	893	382	74.8%	500	143	385.5%	125	15.3%
27A - Asbestos	631	66	235	169	256.1%	555	1,033	478	86.1%	629	129	119.6%	196	23.4%
<b>Total</b>	<b>150,281</b>	<b>11,684</b>	<b>13,923</b>	<b>2,239</b>	<b>19.2%</b>	<b>147,313</b>	<b>169,974</b>	<b>22,661</b>	<b>15.4%</b>	<b>157,627</b>	<b>-791</b>	<b>-5.4%</b>	<b>-3,736</b>	<b>-2.2%</b>
<b>Recycling Type</b>														
15R - Tires	94	5	1	-2	-40.0%	89	76	-13	-14.6%	94	-3	-50.0%	-31	-29.0%
13T - Oversized Tires	50	3	1	-2	-66.7%	44	37	-7	-15.9%	50	-1	-50.0%	-12	-24.5%
23B - Bed Cleanout	3,600	690	1,131	441	63.9%	3,117	6,936	3,819	122.5%	2,000	113	11.1%	2,106	43.6%
23H - Brush, Branches	3,500	247	223	-24	-9.7%	3,208	3,367	159	5.0%	3,500	-65	-2.6%	-729	-17.8%
23C - Leaves & Grass	3,250	186	365	179	96.2%	3,074	4,272	1,198	39.6%	2,700	105	40.4%	541	14.7%
23S - Stumps	3,250	212	271	59	27.8%	2,970	2,562	-408	-13.7%	1,700	-23	-7.8%	-3,776	-59.6%
<b>Total</b>	<b>13,744</b>	<b>1,343</b>	<b>1,994</b>	<b>651</b>	<b>48.5%</b>	<b>12,457</b>	<b>17,200</b>	<b>4,748</b>	<b>38.1%</b>	<b>10,044</b>	<b>126</b>	<b>6.7%</b>	<b>-1,901</b>	<b>-10.0%</b>

## Overall Tonnage to Date:

Waste and Recycling	172,025	13,027	15,917	2,890	22.2%	159,765	187,174	27,409	17.2%	167,671	-665	-4.0%	-5,637	-2.9%
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# Revenue Through November 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 Revenue	November Budgeted Revenue	November Actual Revenue	Current vs. Budgeted Month Revenue	Current vs. Budgeted Month %	Year to Date Budgeted Revenue	Year to Date Actual Revenue	YTD Actual vs. Budgeted Revenue	YTD Actual vs. Budgeted %	Budgeted Revenue	November 2023 vs November 2022 Revenue	November 2023 vs November 2022 %	YTD 2023 vs YTD 2022 Revenue	YTD 2023 vs YTD 2022 %
10 - Municipal	\$7,585,000	\$472,232	\$448,009	-\$24,223	-5.1%	\$7,148,082	\$6,936,596	-\$211,485	-3.0%	\$7,436,280	\$8,549	1.9%	\$146,713	2.2%
13 - Dry Bulky	\$350,708	\$21,369	\$20,879	-\$489	-2.3%	\$334,478	\$334,885	\$408	0.1%	\$335,832	-\$1,990	-0.7%	-\$70,432	-17.4%
13C - Construction & Demolition	\$5,945,215	\$917,079	\$726,755	-\$209,675	40.5%	\$5,047,473	\$7,364,519	\$2,317,047	45.9%	\$5,344,560	-\$63,768	-1.1%	\$62,571	0.9%
23 - Vegetative	\$44,858	\$1,142	\$3,833	\$2,691	235.7%	\$44,532	\$20,635	-\$23,897	-53.7%	\$19,990	\$2,873	14.4%	-\$65,482	-76.0%
25 - Animal and Food Processing	\$61,170	\$5,220	\$3,670	-\$1,550	-29.7%	\$57,826	\$77,237	\$19,411	33.6%	\$43,818	-\$5,925	-13.5%	-\$12,158	-13.6%
27 - Dry Industrial	\$43,538	\$2,612	\$14,249	\$11,637	445.5%	\$40,451	\$70,690	\$30,239	74.8%	\$38,150	\$11,426	40.4%	\$12,092	20.6%
27A - Asbestos	\$87,867	\$9,191	\$32,724	\$23,533	256.1%	\$77,284	\$145,845	\$68,562	86.1%	\$84,424	\$17,960	21.1%	\$31,503	28.0%
<b>Total</b>	<b>\$13,718,436</b>	<b>\$1,028,845</b>	<b>\$1,250,119</b>	<b>\$221,274</b>	<b>21.5%</b>	<b>\$12,750,124</b>	<b>\$14,948,408</b>	<b>\$2,198,284</b>	<b>17.2%</b>	<b>\$13,303,054</b>	<b>-\$30,890</b>	<b>-0.2%</b>	<b>\$104,808</b>	<b>0.7%</b>
<b>Recycling Type</b>														
13SR - Tires	\$35,250	\$1,875	\$1,125	-\$750	-40.0%	\$33,375	\$28,500	-\$4,875	-14.6%	\$35,250	-\$1,125	-3.2%	-\$11,625	-29.0%
13TL - Oversized Tires	\$21,250	\$1,275	\$425	-\$850	-39.6%	\$18,700	\$15,725	-\$2,975	-15.9%	\$21,250	-\$425	-2.0%	-\$5,100	-24.5%
23BC - Red Cleanout	\$136,800	\$26,220	\$42,978	\$16,758	63.9%	\$118,446	\$263,568	\$145,122	122.5%	\$74,000	\$5,312	7.2%	\$84,858	47.5%
23H - Brush, Branches	\$133,000	\$9,386	\$8,474	-\$912	-9.7%	\$121,904	\$127,946	\$6,042	5.0%	\$129,500	-\$2,182	-1.7%	-\$23,606	-15.6%
23C - Leaves & Grass	\$45,500	\$2,604	\$5,110	\$2,506	96.2%	\$42,336	\$59,108	\$16,772	39.6%	\$35,100	\$1,730	4.9%	\$11,255	23.5%
23S - Stumps	\$123,500	\$8,056	\$10,298	\$2,242	27.8%	\$112,860	\$97,356	-\$15,504	-13.7%	\$25,500	\$5,888	23.1%	\$2,286	2.4%
<b>Total</b>	<b>\$495,300</b>	<b>\$49,416</b>	<b>\$68,410</b>	<b>\$18,994</b>	<b>38.4%</b>	<b>\$407,621</b>	<b>\$592,203</b>	<b>\$184,582</b>	<b>32.3%</b>	<b>\$330,600</b>	<b>\$9,198</b>	<b>2.8%</b>	<b>\$58,068</b>	<b>10.9%</b>

## Overall Revenue to Date:

Waste and Recycling \$14,213,736 \$1,078,261 \$1,318,529 \$240,268 22.3% \$13,197,745 \$15,540,611 \$2,342,866 17.8%

\$13,623,654 -\$21,692 -1.6% \$162,876 1.1%

**2024 ADOPTED BUDGET RESOLUTION**

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**

(Name)

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

**WHEREAS**, the Annual Budget and Capital Budget/Program of the Cape May County Municipal Utilities Authority for the fiscal year beginning January 1, 2024 and ending December 31, 2024 has been presented for adoption before the Commissioners of the Cape May County Municipal Utilities Authority at its open public meeting of December 20, 2023; and

**WHEREAS**, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

**WHEREAS**, the Annual Budget as presented for adoption reflects Total Revenues of \$62,716,014.00, Total Appropriations, including any Accumulated Deficit, if any, of \$62,716,014.00, and Total Unrestricted Net Position utilized of \$-0-, and

**WHEREAS**, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$34,328,900.00, and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$-0-, and

**NOW, THEREFORE BE IT RESOLVED**, by the governing body of the Cape May County Municipal Utilities Authority, at an open public meeting held on December 20, 2023, that the Annual Budget and Capital Budget/Program for the Cape May County Municipal Utilities Authority for the fiscal year beginning January 1, 2024 and ending December 31, 2024 is hereby adopted and shall constitute appropriations for the purposes stated; and

**BE IT FURTHER RESOLVED**, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

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

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

**Governing Body**

**Member**

**Aye**

**Nay**

**Recorded Vote**

**Abstain**

**Absent**

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 155-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 2023.

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 156-23

### RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR PROFESSIONAL SERVICE - BOND COUNSEL SERVICES FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY (RFP-47-23) TO MCMANIMON, SCOTLAND & BAUMANN

**WHEREAS**, a need exists for professional services of a legal nature, as Bond Counsel, on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority"); and,

**WHEREAS**, to comply with the fair and open requirements under N.J.S.A. 19:44A:20-4 et seq., the Local Unit Pay-to-Play Law, the CMCMUA, on November 9, 2023, advertised a Request for Proposals, RFP-47-23, Professional Service - Bond Counsel Services ("RFP"); and,

**WHEREAS**, on November 30, 2023, three (3) Proposals were received in response to said RFP; and,

**WHEREAS**, following review of the Proposals, it was the recommendation of the Authority's Chief Financial Officer and Executive Director that McManimon, Scotland & Baumann submitted the Proposal that best responded to RFP-47-23; and,

**WHEREAS**, McManimon, Scotland & Baumann, 75 Livingston Avenue Second Floor, Roseland, NJ 07068 is a firm of licensed attorneys, having submitted a response to the Authority's Request for Proposals pursuant to the fair and open process under the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.4); and,

**WHEREAS**, the Authority desires to retain McManimon, Scotland & Baumann for the purpose of providing legal services as its Bond Counsel; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, this Contract will be awarded without competitive bidding as a "Professional Service" and, as such, the Contract itself and the authorizing Resolution will be available for public inspection; 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 incorporated herein by reference and made a part hereof.
2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute an Agreement for Professional Services with the law firm of McManimon, Scotland & Baumann for legal services as Bond Counsel to the Authority. The Agreement shall be consistent with the Authority's Request for Proposals dated November 9, 2023 and the Proposal submitted on November 30, 2023 by McManimon, Scotland & Baumann.
3. Compensation to McManimon, Scotland & Baumann for Bond Counsel Services provided to the Authority will be based on the hourly rates and fees contained in the Proposal submitted by this firm on November 30, 2023, in a not-to-exceed Contract Amount of \$50,000.00.

4. The term of this Contract shall be one (1) year upon execution.
5. This Contract is awarded without competitive bidding as a professional service pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, since the Contract involves services performed by persons authorized by law to practice a recognized profession.
6. This Contract is awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq. of the Local Unit Pay-to-Play Law.
7. A copy of this Resolution, or notice thereof, shall be published in an official Authority newspaper.
8. The Contract executed by the Authority of this Resolution shall be made available for public inspection.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for Bond Counsel Services under Contract RFP-47-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$50,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **156-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of **December 2023**.

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

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

**PROJECT INFORMATION**

**Project Name:** Professional Services - Bond Counsel

**Purpose and Scope of Contract:** The Authority solicited Proposals from qualified and experienced firms to provide legal services on specialized matters not otherwise undertaken by the Authority's General Counsel, specifically services typically provided by Bond Counsel. The Authority currently has outstanding six (6) wastewater-related New Jersey Environmental Infrastructure Trust bonds and two (2) solid waste-related New Jersey Environmental Infrastructure Trust bonds. The Authority will call upon Bond Counsel from time to time to discuss and seek guidance on any and all matters involving and arising from current bond indebtedness and potential future bond indebtedness.

**PROCUREMENT INFORMATION**

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

**Contract Number:** RFP-47-23 **Term of Contract:** One (1) Year **Option to Renew:**  No  Yes:

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

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

**Engineer's Estimate:** \$50,000.00

**Advertisement Date:** November 9, 2023 **Opening Date:** November 30, 2023

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

**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:** McManimon, Scotland & Baumann **Address:** 75 Livingston Avenue  
Second Floor  
Roseland, NJ 07068

**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

**Funding:**

Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$50,000.00

**Contract Spending Previous Contract Year:** WW: \$0; SW: \$0; AD: \$0

  
\_\_\_\_\_  
Kevin W. McGahey, Purchasing Agent Date 12-14-2023

  
\_\_\_\_\_  
Robert P. Donato, CPA, Chief Financial Officer Date 12/14/2023

  
\_\_\_\_\_  
Joseph V. Rizzuto, Executive Director Date 12/12/23

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 157-23

### RESOLUTION AUTHORIZING THE CONTINUATION OF A FAIR AND OPEN CONTRACT RFP-58-21 WITH ACACIA FINANCIAL GROUP, INC. - EXTRAORDINARY UNSPECIFIABLE SERVICES FOR FINANCIAL ADVISOR SERVICES PURSUANT TO RESOLUTION NO. 156-21

**WHEREAS**, on December 15, 2021, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 156-21 awarding Acacia Financial Group, Inc. Contract RFP-58-21 - Extraordinary Unspecifiable Services for Financial Advisor Services ("Contract"); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and Acacia Financial Group, Inc. 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 second 12-month extension of the Contract with Acacia Financial Group, Inc. without change in price, terms or conditions and, therefore, the Authority wishes to continue the Contract; and,

**WHEREAS**, compensation to Acacia Financial Group, Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the compensation contained in the Proposal submitted on December 7, 2021, by Acacia Financial Group, Inc., for a total not-to-exceed amount of \$25,000.00 based on the services rendered to the Authority; 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 RFP-58-21 is extended through January 5, 2025.
3. The total not-to-exceed budget for this extended 12-month term for all services provided by Acacia Financial Group, Inc. under Contract RFP-58-21 is \$25,000.00 based upon the compensation contained in Acacia Financial Group Inc.'s Proposal submitted on December 7, 2021, subject to Year 2024 and Year 2025 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 for Extraordinary Unspecifiable Services for Financial Advisor Services under Contract RFP-58-21 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 \$25,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **157-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **20<sup>th</sup>** day of **December 2023**.

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

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

**PROJECT INFORMATION**

**Project Name:** Extraordinary Unspecifiable Service Financial Advisor for the Cape May County Municipal Utilities Authority

**Purpose and Scope of Contract:** The Authority currently has outstanding six (6) wastewater-related New Jersey Environmental Infrastructure bonds, and two (2) solid waste-related New Jersey Environmental Infrastructure Trust bonds. The Authority may call upon the Financial Advisor to discuss and seek guidance on any and all matters involving and arising from current bond indebtedness and potential future bond indebtedness. Other services for which the Financial Advisor may be called upon by the Authority are as follows: provide related analysis regarding proposed capital projects; develop cash flow models regarding alternate financing strategies for proposed projects; review/evaluate/recommend innovative financing and/or investment strategies; advise on maintaining and/or upgrading current credit ratings; assist Authority staff regarding the issuance of debt and preparation of official statements and evaluation of proposals; and advise as to the timing of required arbitrage calculations, and evaluation regarding same.

**PROCUREMENT INFORMATION**

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

**Contract Number:** RFP-58-21 **Term of Contract:** One (1) Year **Option to Renew:**  No  
 Yes: Two (2), One (1) year extensions

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

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

**Contract Estimate:** \$25,000.00

**Advertisement Date:** November 18, 2021 **Opening Date:** December 7, 2021

**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: January 6, 2024 through January 5, 2025 ; Options to Renew remaining: 0  
 Reject, Basis:

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** Acacia Financial Group, Inc. **Address:** 6000 Midlantic Drive  
 Suite 410 North  
 Mount Laurel, NJ 08054


**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

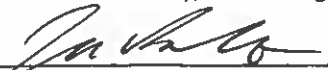
**Funding:**  
 Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund


**Contract Value, Not-To-Exceed:** \$25,000.00


**Contract Spending Previous Contract Year:** WW: \$0; SW: \$0; AD: \$3,037.50

  
 Kevin W. McGahey, Purchasing Agent Date 12-14-2023

  
 Robert P. Donato, CPA, Chief Financial Officer Date 12/14/2023

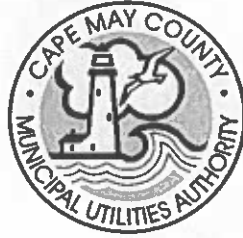
  
 Joshua Palombo, WW Program Manager Date 12/14/23

  
 John Conturo, SW Program Manager Date 12/14/2023

  
 Joseph V. Rizzuto, Executive Director Date 12/12/23



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

## 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: December 6, 2023

Ms. Kim M. Whelan  
Co-President  
ACACIA FINANCIAL GROUP, INC.  
6000 Midlantic Drive  
Suite 410 North  
Mount Laurel, New Jersey 08054

RE: RFP-58-21 - Extraordinary Unspecifiable Service - Financial Advisor –  
RENEWAL 2 of Two (2) One (1) Year Renewal Options

Dear Ms. Kim M. Whelan,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend our agreement for RFP-58-21 Financial Advisor Services for an additional one (1) year period subject to the same terms and conditions as the original Agreement; a copy of the original quote is attached hereto for your use and reference.

If in concurrence of same, Acacia Financial Group, Inc., will provide Financial Advisor Services for an additional one (1) year period, from January 6, 2024 through January 5, 2025, at the same terms and conditions as set forth in the original Agreement, dated January 6, 2022, for a total Contract not to exceed amount of \$25,000.00.

Pursuant to New Jersey Public Law 2022, c. 3, "any person or entity that submits a bid or otherwise proposes to enter into or renew a contract..." must complete the enclosed Disclosure of Investment Activities in Iran certification form. Please complete this form and return it with the original signed copy of this letter.

In addition, you will need to provide updated certificate(s) of insurance, with endorsements.

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

Kim M. Whelan 12/6/23  
Kim M. Whelan (Dec 6, 2023 16:15 EST)  
Signature Date

Kim M. Whelan  
Name (Please Print or Type)

KWM:

Attachments; Two (2)

c: 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>Kim M. Whelan</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): Acacia Financial Group, Inc.  
Signature: Kim M. Whelan Title: Co-President  
Print Name: Kim M. Whelan



# RFP-58-21-RENEWAL 2 - Acacia Financial - fillable

Final Audit Report

2023-12-06

Created:	2023-12-06
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0BuAmCRIWm0HVulKHBv_teH5NX6cSSRJ

## "RFP-58-21-RENEWAL 2 - Acacia Financial - fillable" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)  
2023-12-06 - 8:20:44 PM GMT- IP address: 108.11.5.202
-  Document emailed to kwhelan@acaciafin.com for signature  
2023-12-06 - 8:21:28 PM GMT
-  Email viewed by kwhelan@acaciafin.com  
2023-12-06 - 8:21:53 PM GMT- IP address: 172.173.175.203
-  Signer kwhelan@acaciafin.com entered name at signing as Kim M. Whelan  
2023-12-06 - 9:15:32 PM GMT- IP address: 50.203.26.154
-  Document e-signed by Kim M. Whelan (kwhelan@acaciafin.com)  
Signature Date: 2023-12-06 - 9:15:34 PM GMT - Time Source: server- IP address: 50.203.26.154
-  Agreement completed.  
2023-12-06 - 9:15:34 PM GMT



Adobe Acrobat Sign

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 158-23

### **RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT MUA-EQUIP-59-22 (PART B) WITH SERVICE TIRE TRUCK CENTERS, INC. – FURNISH AND DELIVER REMANUFACTURING OF TIRES AND PROCUREMENT OF REMANUFACTURED TIRES PURSUANT TO RESOLUTION NO. 142-22**

**WHEREAS**, on October 19, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 142-22 awarding Service Tire Truck Centers, Inc. Contract MUA-EQUIP-59-22 (Part B) – Furnish and Deliver Remanufacturing of Tires and Procurement of Remanufactured Tires ("Contract"); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and Service Tire Truck Centers, Inc. to continue the Contract, by mutual consent, without change in price, terms or conditions, for one (1) additional 12-month period; 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 Service Tire Truck Centers, Inc. without change in price, terms or conditions and, therefore, the Authority wishes to continue the Contract; and,

**WHEREAS**, compensation to Service Tire Truck Centers, Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the allowances contained in the Proposal submitted on October 4, 2022, by Service Tire Truck Centers, Inc., for said Contract (total not-to-exceed amount for Part B \$63,118.75); 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-EQUIP-59-22 Part B is extended through January 9, 2025.
3. The total not-to-exceed budget for this extended 12-month term for all services provided by Service Tire Truck Centers, Inc. under Contract MUA-EQUIP-59-22 Part B is \$63,118.75 based upon the allowances contained in Service Tire Truck Centers, Inc.'s Proposal submitted on October 4, 2022, subject to Year 2024 and Year 2025 Wastewater and Solid Waste 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 Remanufacturing of Tires and Procurement of Remanufactured Tires under Contract MUA-EQUIP-59-22 (Part B) 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 for Part B \$63,118.75.

	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. 158-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 2023.

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



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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver Remanufacturing of Tires and Procurement of Remanufactured Tires

**Purpose and Scope of Contract:** The purpose and scope of this contract is to secure a vendor who will provide recapping, retreading and remanufacturing of both highway and off-road tires on vehicles and heavy equipment used by Solid Waste and Wastewater Operations. Part A of this Contract is to provide tire recapping services (reconditioning/retreading/remanufacturing) for existing serviceable on-highway truck tire casings and to provide additional remanufactured/recap tires as needed. Part B of this Contract is to provide recapping/retreading/remanufacturing of off-road tire casings to be supplied by the Authority.

**PROCUREMENT INFORMATION**



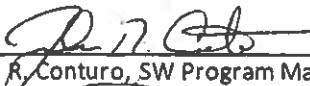


<b>Contract Type:</b> <input checked="" type="checkbox"/> Procurement (Goods and Services) <input type="checkbox"/> Construction		<input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Non-Professional Services	
<b>Contract Number:</b> MUA-EQUIP-59-22 Part B – Procurement of Remanufactured Tires	<b>Term of Contract:</b> One (1) Year	<b>Option to Renew:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: Two (2) – One (1) year renewal options	
<b>Bid Guarantee:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Consent of Surety:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
<b>Liquidated Damages:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: ,Basis:			
<b>Engineer's Estimate:</b> Part A; \$85,000.00; Part B: \$75,000.00			
<b>Advertisement Date:</b> September 16, 2022		<b>Opening Date:</b> October 4, 2022	
<b>Contract Award Basis:</b> <input checked="" type="checkbox"/> Lowest Responsible Bidder <input type="checkbox"/> Best Value <input type="checkbox"/> Cooperative Pricing System <input type="checkbox"/> Highest Ranking Score <input type="checkbox"/> Negotiated			
<b>Recommendation:</b> <input type="checkbox"/> Award <input checked="" type="checkbox"/> Exercise 1 year option to renew under original Contract Terms and Conditions, Option Dates: January 10, 2024 through January 9, 2025; Options to Renew remaining: 1 <input type="checkbox"/> Reject, Basis:			

**CONTRACTOR/VENDOR INFORMATION**

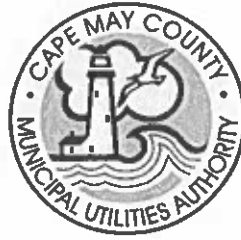
<b>Contractor/Vendor:</b> Service Tire Truck Center, Inc.	<b>Address:</b> 716 N. Wade Boulevard Millville, NJ 08332
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**BUDGET INFORMATION**

<b>Program:</b> <input checked="" type="checkbox"/> Wastewater <input checked="" type="checkbox"/> Solid Waste <input type="checkbox"/> Administration
<b>Funding:</b> <input checked="" type="checkbox"/> Operating Budget <input type="checkbox"/> Capital <input type="checkbox"/> SW Building & Site Maintenance <input type="checkbox"/> SW Equipment Fund
<b>Contract Value, Not-To-Exceed:</b> Part B; \$63,118.75
<b>Contract Spending Previous Contract Year:</b> SW - \$16,750.00; WW - \$0

 _____ Kevin W. McGahey, Purchasing Agent	12-14-2023 Date	 _____ Joshua Palombo, WW Program Manager	12/14/23 Date
 _____ John R. Conturo, SW Program Manager	12/14/2023 Date	 _____ Robert P. Donato, Chief Financial Officer	12/14/2023 Date
 _____ Joseph V. Rizzuto, Executive Director	12/12/23 Date		

Joseph V. Rizzuto, Executive Director



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

## Cape May County Municipal Utilities Authority

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

Date: December 5, 2023

Mr. James C. Lockard  
Branch Manager  
SERVICE TIRE TRUCK CENTER, INC.  
716 N. Wade Boulevard  
Millville, NJ 08332

RE: Contract MUA-EQUIP-59-22 (Part B) - Furnish and Deliver Remanufacturing of Tires and Procurement of Remanufactured Tires – Off Road Heavy Equipment Tires  
RENEWAL 1 of Two (2) One (1) Year Renewal Options

Dear Mr. Lockard,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend Contract MUA-EQUIP-59-22 (Part B) 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, Service Tire Truck Center, Inc., will Furnish and Deliver Remanufacturing of Tires and Procurement of Remanufactured Tires – Off Road Heavy Equipment Tires, for an additional one (1) year period, from January 10, 2024 through January 9, 2025, at the same terms and conditions as set forth in the original Agreement, dated January 10, 2022, for a total Contract not to exceed amount of \$63,118.75.

Pursuant to New Jersey Public Law 2022, c. 3, "any person or entity that submits a bid or otherwise proposes to enter into or renew a contract..." must complete the enclosed Disclosure of Investment Activities in Iran certification form. Please complete this form and return it with the original signed copy of this letter.

You will need to update your Certificate of Employee Information Report. A copy of your expired document is included herein. In addition, would you please have your insurance accord with endorsements pages sent to the attention of Ms. Ann McDevitt, 609-465-9026, [mcdevittam@cmcmua.com](mailto:mcdevittam@cmcmua.com). If you would like I will send you our example documents.

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

James Lockard

12/11/23

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

James Lockard

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

KWM:

Attachments: Three (3)

c: Mr. John Conturo  
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>James Lockard</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): Service Tire Truck Center  
Signature: James Lockard Title: Branch Manager  
Print Name: James Lockard









# MUA-EQUIP-59-22-RENEWAL 1 - letter of concurrence - STTC

Final Audit Report

2023-12-11

Created:	2023-12-06
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGw4HC-5xyKqHUfLzUjF2b7kdpGLEUeD

## "MUA-EQUIP-59-22-RENEWAL 1 - letter of concurrence - STTC" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)  
2023-12-06 - 6:45:47 PM GMT- IP address: 108.11.5.202
-  Document emailed to jlockard@sttc.com for signature  
2023-12-06 - 6:46:52 PM GMT
-  Email viewed by jlockard@sttc.com  
2023-12-11 - 5:33:05 PM GMT- IP address: 204.186.112.215
-  Signer jlockard@sttc.com entered name at signing as James Lockard  
2023-12-11 - 9:10:32 PM GMT- IP address: 204.186.112.215
-  Document e-signed by James Lockard (jlockard@sttc.com)  
Signature Date: 2023-12-11 - 9:10:34 PM GMT - Time Source: server- IP address: 204.186.112.215
-  Agreement completed.  
2023-12-11 - 9:10:34 PM GMT

Cape May County Municipal Utilities Authority

RESOLUTION NO. 159-23

RESOLUTION REQUESTING CHANGE IN TITLE, TEXT OR AMOUNT  
OF APPROPRIATION FOR THE  
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
WASTEWATER MANAGEMENT PROGRAM  
PURSUANT TO N.J.A.C 5:31-2.8

WHEREAS, N.J.A.C. 5:31-2.8 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of an Authority or District, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any such Authority or District.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.A.C. 5:31-2.8, the Cape May County Municipal Utilities Authority hereby requests the Director of the Division of Local Government Services to make the following addition/adjustment in the Wastewater Operations Budget for the year 2023.

	<u>Adopted Budget</u>	<u>Adjustment</u>	<u>Amended Budget</u>
<u>Anticipated Revenues (F-2)</u>			
Other Operating Revenues	\$ 3,886,198	\$ 855,000	\$ 4,741,198
Interest Earned	\$ 600,000	\$ 2,600,000	\$ 3,200,000
Total Anticipated Revenues	<u>\$41,880,710</u>	<u>\$ 3,455,000</u>	<u>\$45,335,710</u>
<u>Net Appropriations (F-4)</u>			
Renewal and Replacement Reserves	\$15,524,000	\$ 3,455,000	\$18,979,000
Total Net Appropriations	<u>\$41,880,710</u>	<u>\$ 3,455,000</u>	<u>\$45,335,710</u>

and,

BE IT FURTHER RESOLVED that the foregoing additions/adjustments are, in the opinion of the governing body, warranted and authorized by the statute above referred to, and are necessary for the orderly operation of the Authority for the general reasons hereinafter set forth:

1. Total operating expenditures are relatively the same amount originally budgeted.
2. Total revenues will be higher than budgeted. Higher than anticipated amounts of septage and sludge were received for treatment/disposal. Interest income will be higher than budgeted due to higher interest rates than originally projected.
3. The additional revenues described above will be transferred to the Renewal and Replacement Fund.

	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. 159-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 2023.

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

Approved \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Director, Division of Local Government Services

MEMORANDUM

December 12, 2023

TO: Joseph V. Rizzuto, Executive Director

FROM: Joshua Palombo, MBA Wastewater Program Manager *TP*

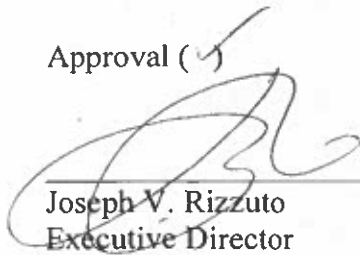
RE: Wastewater Program Budget Amendment

I have reviewed the Wastewater Program's revenues and expenses through November 2023 and have concluded that the total operational expenditures for 2023 will likely be close to the amount originally budgeted, while actual revenues for 2023 will exceed the 2023 projected revenues. The increase in revenue is due in part to the increase of volume of septage and sludge received compared to projected volumes. Interest income will be higher than budgeted due to higher interest rates than originally projected.

I have shared this information with Mr. Robert P. Donato, CPA, CFO, who has prepared a budget amendment resolution to reflect the increase in revenue from the receipt of increased volumes of septage and sludge, along with corresponding changes to related revenue accounts. The amendment will reflect the additional revenues to be transferred into Renewal and Replacement Fund which is the source of funds for the Authority's Capital Improvement Plan (CIP).

Since overall revenues are expected to be higher than originally budgeted, I recommend an amended 2023 Wastewater Management Program Budget be prepared and adopted by resolution by the Authority Board, to be submitted to the New Jersey Department of Community Affairs, Division of Local Government Services.

Approval (✓)

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

*12/13/23*  
\_\_\_\_\_  
Date

cc: Mr. Robert P. Donato, CPA



Cape May County Municipal Utilities Authority

RESOLUTION NO. 160-23

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 TO CONTRACT SER-37-22 – LOADING, HAULING AND DISPOSAL OF DEWATERED BIOSOLIDS FOR VARIOUS CMCMUA FACILITIES WITH ENVIRONMENTAL PROTECTION AND IMPROVEMENT COMPANY, LLC.

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 Wastewater Program Manager, regarding Contract SER-37-22 – Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities with Environmental Protection and Improvement Company, LLC. is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: No Change.

Time extension of 2022 Contract to cover the sixty (60) day period that the CMCMUA will require to bid a new contract for this service, and also cover the ten (10) day period the Board of County Commissioners require to review the new 2024 contract.

Impact on Contract Schedule: Increase Sixty (60) 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. 160-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 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:** Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities (SER-37-22)

**Original Purpose and Scope of Contract:** The work to be done under this contract includes the furnishing of all labor, materials, equipment, facilities, tools, transportation, supervision, lands and all things necessary to provide mobile (trailer or trailer mounted) approved registered containers and to perform all operations required to haul and dispose of dewatered Biosolids from the CMCMUA's Sludge Transfer Station. This contract is for the hauling and disposal of 10,000 wet tons of dewatered Biosolids on an "if and when directed" basis when the CMCMUA's primary disposal location (ACUA) of Biosolids becomes unavailable. A Work Utilization Plan shall be submitted by the contractor and approved by Wastewater Staff.

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** Environmental Protection & Improvement Company, LLC.

**Address:** 227 US Highway 206  
Bldg. 1, 2<sup>nd</sup> Floor  
Flanders, NJ 07836

**CHANGE ORDER INFORMATION**

**Change Order Number:** 1

**Change Order Scope:** Extend the Contract completion date from February 15, 2024 to April 16, 2024 for the continued loading, hauling and disposal of dewatered biosolids for various CMCMUA facilities.

**Change Order Description:** Allow the Wastewater Program to continue to procure the above referenced services while the contract for these services is rebid.

**Original Contract Value:** \$1,447,700.00

**Value of this Change Order:** \$0

**Cumulative Change Order Value, including this Change Order:** \$0

**New Contract Value, including this Change Order:** \$1,447,700.00

**Contract Completion Date Prior to this Change Order:** February 15, 2024

**Time Extension, this Change Order:** 60 Calendar Days

**Total Change Order Contract Time Extension/Completion Date:** 60 Calendar Days / April 16, 2024

**Cumulative Change Order % of Original Contract:** 0%

  
 \_\_\_\_\_ / 12-14-2023  
 Kevin W. McGahey, Purchasing Agent      Date

  
 \_\_\_\_\_ / 12/14/23  
 Joshua Palombo, WW Program Manager      Date

  
 \_\_\_\_\_ / 12/14/2023  
 Robert P. Donato, Chief Financial Officer      Date

  
 \_\_\_\_\_ / 12/14/23  
 Joseph V. Rizzuto, Executive Director      Date

**CHANGE ORDER**

Cape May County MUA      SER-37-22      Change Order # 1

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

1. SCOPE OF WORK:

Extend the Contract completion date from February 15, 2024 to April 16, 2024 for the continued loading, hauling and disposal of dewatered biosolids for various CMCMUA facilities.

2. REASON FOR THIS CHANGE ORDER:

Allow the Wastewater Program to continue to procure contract services while a new contract for these services is bid.

3. REFERENCES:

4. CONTRACT AMOUNT:

Contract Amount Prior to this Change Order :..... \$1,447,700.00  
(Increase) (Decrease) Lump Sum Dollars:..... \$ 0.00  
New Contract Amount Including this Change Order:..... \$1,447,700.00

5. CONTRACT TIME:

Contract Completion Date Prior to this Change Order ..... February 15, 2024  
(Increase)(Decrease) Calendar Days..... 60 Calendar Days  
New Contract Completion Date Including this Change Order..... April 16, 2024

This change order constitutes full mutual accord and satisfaction for all time and 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:

Environmental Protection and  
Improvement Company, LLC.  
227 US Highway 206  
Bldg. 1, 2<sup>nd</sup> Floor  
Flanders, NJ 07836

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, NJ 08210

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

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 161-23

### RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE ATLANTIC COUNTY UTILITIES AUTHORITY AND THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SLUDGE DISPOSAL

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") generates domestic dewatered sewage at its Regional wastewater treatment facilities; and,

**WHEREAS**, the Atlantic County Utilities Authority ("ACUA") has sufficient incinerator capacity to dispose of this dewatered sewage sludge; and,

**WHEREAS**, the Authority and the ACUA desire to enter into an Agreement for the disposal of this dewatered sewage sludge; and,

**WHEREAS**, the Authority desires to memorialize each party's responsibilities in a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and,

**WHEREAS**, a Shared Services Agreement for Sludge Disposal setting forth the terms and understandings related to the disposal of dewatered sewage sludge has been negotiated and prepared; and,

**WHEREAS**, the Authority's Staff has recommended the approval of said Shared Services Agreement; 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 WHEREAS clauses set forth above shall be incorporated herein as if set forth in full and made part of this Resolution.
2. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement Between the Atlantic County Utilities Authority and the Cape May County Municipal Utilities Authority for Sludge Disposal", in substantially the same form as currently on file with the Authority's Office Manager, with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
3. The term of the Shared Services Agreement authorized by this Resolution is for a one-year term, with four (4) one-year renewal options by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The term of this Agreement shall be January 1, 2024 through December 31, 2024.
5. The Executive Director, or Deputy Director, is hereby authorized and directed to execute said Agreement.



**BE IT FURTHER RESOLVED** in accordance with N.J.A.C 5:30-5.5(b)2, no amount of funds for the Shared Services Agreement between the Atlantic County Utilities Authority and the Cape May County Municipal Utilities Authority and the Sludge Disposal shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Agreement, 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 for the first twelve months of the contract shall not exceed \$1,000,000.00. Expenditures in subsequent fiscal years will be subject to annual budget appropriation.

	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. **161-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of **December 2023**.

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

MEMORANDUM

November 29, 2023

TO: Mr. Joseph V. Rizzuto, Executive Director

FROM: Joshua Palombo, Wastewater Program Manager 

RE: Shared Services Agreement with Atlantic County  
Utilities Authority for the Disposal of Sewage Sludge

Resolution No. 46-21 authorized a Shared Services Agreement between the Authority and the ACUA for the Disposal of the Authority's Sludge (Agreement). The Agreement was for one (1) year, with four (4) one (1) year renewal options commencing on May 1, 2021. The Agreement provides for rate increases for each one-year extension not to exceed the percentage increase in CPI-U Philadelphia SMSA of December of the contract year over December of the preceding year. The Agreement also outlines a per cubic yard tiered rate structure that is based on percent sludge solids (cake). The theory being that, the higher the percent solids, the less expensive it is to process the cake in the ACUA's incineration process.

The Authority requested that the ACUA revisit the current tiered rate structure because it does not currently recognize cake production above 24%. Since the installation of the Rotary Fan Press sludge dewatering equipment, the Authority regularly delivers sludge cake to the ACUA above 28% solids.

The request spurred a discussion between both parties and the Authority approved Resolution No. 82-23 authorizing an Addendum to and the Continuation of a Shared Services Agreement Between the Authority and the ACUA for the Disposal of CMCMA Sewage Sludge under Resolution No. 46-21. The addendum stayed the rates for the time period of May 1, 2023, through December 31, 2023 keeping all other terms of provisions of the current Agreement intact. This allowed representatives from the Authority and the ACUA to negotiate a new shared service agreement.

Attached is a new agreement between the Authority and the ACUA. The agreement is similar in structure in that, it is for one (1) year, with four (4) one (1) year renewal options commencing on January 1, 2024. The new agreement also outlines a per cubic yard tiered rate structure that is based on percent sludge solids that now recognizes three (3) additional tiers for sludge solids production above 24%. The rate structure is as follows:

*New tier* - \$40.00 per cubic yard for all dewatered sewage sludge > 30% total solids  
*New tier* - \$44.00 per cubic yard for all dewatered sewage sludge 28.1 – 30% total solids  
*New tier* - \$47.00 per cubic yard for all dewatered sewage sludge 26.1 – 28% total solids  
\$50.00 per cubic yard for all dewatered sewage sludge 24.1 -- 26% total solids  
\$61.00 per cubic yard for all dewatered sewage sludge 20.1 – 24% total solids  
\$72.00 per cubic yard for all dewatered sewage sludge 18.1 – 20% total solids  
\$88.00 per cubic yard for all dewatered sewage sludge 16 – 18% total solids  
\$130.00 per cubic yard for all dewatered sewage sludge <16% total solids

The Agreement provides for rate increases for each one-year extension not to exceed the percentage increase in CPI-U Philadelphia SMSA of August of the contract year over August of the preceding year.

MEMORANDUM  
November 29, 2023

Typically, the Authority produces a product in the tiers at or above the \$50.00 per cubic yard range. This price is significantly better than the ACUA's proposed 2024 gate price of \$55.19 per cubic yard. It is also noteworthy to consider the following breakdown of equivalent cost per wet ton:


Cost per cubic yard	Equivalent cost per wet ton.
\$ 50.00	\$ 78.13
\$ 47.00	\$ 73.44
\$ 44.00	\$ 68.75
\$ 40.00	\$ 62.50

These figures are significantly lower than the \$139.77 per wet ton price supplied by EPIC in Contract SER-37-22 for transportation and disposal.

It is anticipated that approximately \$1,000,000.00 will be required for the ACUA sludge disposal services for the period of January 1, 2024, through December 31, 2024. All funds required for this operation were anticipated and budgeted for in the Wastewater Annual Operating Budget.

I, therefore, recommended the attached Shared Services Agreement with the ACUA be approved at the next regularly scheduled Authority Board meeting.

With the concurrence of:

  
\_\_\_\_\_  
Kevin McGahey, QPA  
Purchasing Agent

12-14-2023  
\_\_\_\_\_  
Date

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

11/30/23  
\_\_\_\_\_  
Date

JP:amm  
cc: Mr. Robert P. Donato, CPA  
Ms. Ann M. McDevitt

SHARED SERVICES AGREEMENT  
BETWEEN  
THE ATLANTIC COUNTY UTILITIES AUTHORITY  
AND  
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
FOR SLUDGE DISPOSAL

This Agreement, made as this \_\_\_ day of December, 2023 by and between the ATLANTIC COUNTY UTILITIES AUTHORITY (ACUA), a body corporate and politic duly organized under the laws of the State of New Jersey, with offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey and a mailing address of P.O. Box 996, Pleasantville, New Jersey 08232, hereinafter referred to as the ACUA and, Cape May County Municipal Utilities Authority (CMCMUA), (a body corporate and politic duly organized under the laws of the State of New Jersey), 1523 US Route 9, North Cape May, NJ 08210; hereafter referred to as THE CUSTOMER.

WITNESSETH:

WHEREAS the CUSTOMER, CMCMUA, wishes to dispose of domestic dewatered sewage sludge through ACUA and ACUA wishes to accept this material for disposal in reliance on the representations and undertakings of the CUSTOMER as set forth in this Agreement; and

WHEREAS the Uniform Shared Services Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers the ACUA and the CUSTOMER to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

1. Sludge Defined. For purposes of this Agreement, 'sludge' shall be defined as the dewatered product as a result of the processing of domestic sewage through a properly operated wastewater treatment plant. "Dewatered Sewage Sludge" shall be defined as sludge having a minimum concentration of 13.1 % dry solids by weight and not less than 75% total volatile solids.

2. Duration of Agreement. This Agreement shall commence on January 1, 2024 and terminate on December 31, 2024. This agreement allows for up to (4) four additional periods of one year, at an increase in cost not greater than the percentage increase in CPI-U Philadelphia SMSA of October of the contract year over October of the preceding year. At no point shall the CPI adjustment result in a reduction in sludge disposal cost (i.e. negative CPI-U). The renewal options must be agreed upon by both parties and shall be subject to the same terms and conditions of the original agreement.

3. Minimum Disposal Quantity

During the term of this Agreement, the CMCMUA agrees to provide, at a minimum, 16 wet tons per day or 25 cubic yards per day (excluding Saturday, Sunday and Holidays) during winter season and 32 wet tons per day (excluding Saturday, Sunday and Holidays) or 50 cubic yards during the summer season. The winter season is defined as the period of October 1st through June 14th. The summer season is defined the period of June 15th through September 30th. ACUA agrees to reserve at least sufficient capacity to process this quantity of dewatered sludge,



4. Manner of Delivery. a) If the CUSTOMER will be delivering sludge to the Authority, they shall, on its own behalf and at its sole cost and expense, arrange for the delivery of all sludge to be processed hereunder to the ACUA's facility located at 1801 Absecon Boulevard, Atlantic City, New Jersey. The CUSTOMER shall ensure that all deliveries shall be made in vehicles licensed by the New Jersey Department of Environmental Protection or other appropriate State licensing agency.

b) A delivery schedule shall be determined between the CUSTOMER and the ACUA upon commencement of this agreement.

c) The CUSTOMER shall adhere the ACUA notification policy regarding sludge pick-up/deliveries which reads as follows:

- Each Tuesday prior to 3:00pm, the customer is responsible to contact the ACUA to schedule / request their Sludge Schedule for the following Monday thru Saturday.
- On Thursday prior to 3:00 pm, the ACUA Shift Supervisor or Relief Supervisor will notify each Sludge CUSTOMER of the weekly sludge schedule for the following week.
- In the event of a cancellation request, it is the responsibility of the CUSTOMER to notify /call the ACUA following the contact list below prior to 2:00 pm the day before any scheduled delivery / pick-up depending on arrangement.
- Contact Numbers: (try each number in sequence until you reach someone)
  1. 609-343-7722 (Control Room Primary phone)
  2. 609-343-7753 (Control Room Secondary phone)
  3. 609-780-5819 (Control Room Cell Phone)
  4. 609-780-5818 (Shift Supervisor Cell Phone)
  5. 609-839-7477 (Relief Supervisor Cell Phone)
  6. 609-343-7728 (609-573-0528 Director of Operations Cell Phone)
  8. 609-343-7732 (Vice- President Office)
- Cancellation must be followed with an email to shift-Supervisor@acua.com
- Should ACUA not receive adequate notice as detailed above the Customer will be charged 100% of the pick / delivery cost.

d) The delivery shall take into account scheduled maintenance shutdowns of the ACUA incinerator; in the event of these shutdowns, presently anticipated to be approximately 2-4 times per year, the CUSTOMER shall divert or store sludge for approximately 14 days.

e) The CUSTOMER warrants that it will provide only domestic sewage sludge to ACUA for disposal. ACUA reserves the right to refuse any sludge if in its sole judgment the delivery does not appear to be entirely composed of domestic dewatered sewage sludge, or if for any other reason the material appears to be detrimental to ACUA's processing operations.

f) The parties agree that all delivery personnel and vehicles are the responsibility of the CUSTOMER and do not for any purposes operate on ACUA's behalf or as its agents.

5. Quality Assurance and Sampling,

a) The CUSTOMER will provide to ACUA, complete and up-to-date Sludge Quality Assurance Reports (SQAR) as they are submitted to the New Jersey Dept. of Environmental Protection.

b) ACUA will sample and test any delivery of sludge to determine content and solids concentration, at no charge to CUSTOMER.

6. Charges.

a) The CUSTOMER agrees to pay ACUA a charge for each shipment of sludge delivered to ACUA's facility pursuant to this Agreement based upon the unit cost set forth below:

The following rate schedule for 2024 (1<sup>st</sup> Year Disposal Fee) is as follows:

Sludge Cake >30.1 – Cubic yard	\$40.00 per cubic yd.
Sludge Cake 28.1 to 30.0 – Cubic yard	\$44.00 per cubic yd.
Sludge Cake 26.1 to 28.0 – Cubic yard	\$47.00 per cubic yd.
Sludge Cake 24.1 to 26.0 - Cubic yard	\$50.00 per cubic yd.
Sludge Cake 20.1 – 24% - Cubic yard	\$61.00 per cubic yd.
Sludge Cake 18.1 – 20% - Cubic yard	\$72.00 per cubic yd.
Sludge Cake 16. – 18% - Cubic yard	\$88.00 per cubic yd.
Sludge Cake < 16. % - Cubic yard	\$130.00 per cubic yd.

b) The ACUA reserves the right to refuse any loads of Sludge Cake that are less than 13.1 16% Total Solids.

c) The ACUA will bill the CMCMUA on a calendar month basis. The CUSTOMER agrees that it shall pay all bills within 30 days of presentation and that payments not made within 60 day of presentation shall bear interest from the date of presentation at the rate of 1 1/2% per month (18% per annum). In the event of a disputed bill, the CMCMUA shall be obligated to pay the undisputed balance in accordance with the provisions of this subsection. The Parties shall act in good faith to expedite the resolution of any billing dispute.

7. Compliance with Law and Jurisdiction. The CUSTOMER and ACUA agree to comply with all applicable Federal, State, and local statutes and regulations in the performance of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed in this State. Any and all disputes under this Agreement filed by the CUSTOMER shall be venued in the Superior Court of New Jersey in Atlantic County. Atlantic County.

8. Termination by ACUA.

a) If the CUSTOMER shall materially breach this Agreement, ACUA shall upon such breach have the immediate right to terminate this Agreement. Waiver by ACUA of any specific breach of this Agreement by the CUSTOMER shall not be deemed to be assent to any subsequent breach, In addition and without regard to any breach of this Agreement by the CUSTOMER, ACUA may, within its sole discretion terminate this Agreement by providing written notice to the CUSTOMER at least sixty (60) days prior to the effective date of termination.

b) ACUA may suspend deliveries from the CUSTOMER if any bill rendered by ACUA is more than 60 days overdue, and it may thereafter refuse to accept any delivery unless accompanied by a certified or cashier's check for the anticipated charge.

c) The CUSTOMER may terminate this Agreement with or without cause upon sixty (60) days' written notice by certified mail to ACUA.

#### 9. Indemnification & Insurance

a) The CUSTOMER hereby agrees to indemnify and keep indemnified, and hold and save harmless ACUA, its Directors, Officers, Board Members, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefor, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence of or in connection with any act or omission of the CUSTOMER in connection with its rights and obligations pursuant to this Agreement. The obligation of the CUSTOMER to indemnify ACUA shall also extend to any and all regulatory fines or penalties, which may proximately result from the processing by ACUA of sludge delivered by the CUSTOMER containing substances which by kind and/or concentration are not normally found in domestic sewage sludge. ACUA's undertaking to test sludge delivered by the CUSTOMER shall not relieve the CUSTOMER of its obligation to ensure that only domestic sludge is delivered to ACUA.

b) ACUA hereby agrees to indemnify and keep indemnified, and hold and save harmless the CUSTOMER, its Directors, Officers, Board Members, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefor, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence of or in connection with any act or omission of ACUA in connection with its rights and obligations pursuant to this Agreement.

c) CUSTOMER agrees to maintain in full force and effect: a) Comprehensive General Liability insurance written including personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000. each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability; b) Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000. each accident, combined single limit for bodily injury and property damage; and c) Worker's Compensation insurance, in accordance with New Jersey statutory limits. CUSTOMER agrees to furnish Certificate of Insurance to ACUA upon execution of this Agreement, and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability insurance, name ACUA as an additional insured and, with respect to all policies shall state that in the event of cancellation, nonrenewal, or material change in the scope of any coverage, written notice shall be given to ACUA at least thirty (30) days in advance of such cancellation, nonrenewal, or change. Each policy shall be primary and not excess as to ACUA.

10. Damage to ACUA Equipment. The CUSTOMER shall fully compensate ACUA for all repair costs resulting from damage to ACUA equipment and facilities arising from foreign and/or unapproved substances contained in the CUSTOMER's sludge (including matter which by kind and/or concentration is not normally found in domestic sewage sludge, and rocks, metals or other objects adversely affecting ACUA's mechanical processes), and any and all damages caused by the CUSTOMER's truck or driver. All such repair or other charges shall be itemized by ACUA and shall be added to the CUSTOMER's monthly

bill, said charges shall be due and payable in the same manner as the charges imposed by ACUA for disposal of sludge.

11. Uncontrollable Circumstances. In the event the circumstances beyond ACUA's control including but not limited to plant malfunctions, weather conditions, labor difficulties or similar matters render ACUA unable to process the CUSTOMER's sludge, ACUA shall attempt to provide a minimum of 24 hours' notice to the CUSTOMER. The parties agree that ACUA shall not in any event be liable to the CUSTOMER in any manner whatever for any refusal by ACUA to accept sludge as a result of matters beyond ACUA's control, regardless of whether or not notice has been provided.

12. Amendments. In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the CUSTOMER and the ACUA shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the CUSTOMER and the ACUA, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

13. Severability; Partial Invalidity. This Agreement shall be deemed severable. In the event that any part of this Agreement is declared void by a court of competent jurisdiction or by any regulatory agency, the remaining parts of this Agreement shall remain in full force and effect unless the result of the declaration of invalidity shall be to frustrate the purpose for which this Agreement was entered into.

14. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto and no variance or modification hereto shall be valid or enforceable, except by an amendment or supplemental agreement, in writing, executed or approved in the same manner as this Agreement.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives as of the day and year first above written.

**ATTEST:**

**CAPE MAY COUNTY MUNICIPAL  
UTILITIES AUTHORITY**

\_\_\_\_\_  
Ann M. McDevitt  
Asst. Corporate Secretary

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

**ATLANTIC COUNTY  
UTILITIES AUTHORITY**

\_\_\_\_\_  
Lisa Duffner,  
Authority Board Secretary

\_\_\_\_\_  
Matthew J. DeNafo  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



Cape May County Municipal Utilities Authority

RESOLUTION NO. 162-23

RESOLUTION REQUESTING CHANGE IN TITLE, TEXT OR AMOUNT  
OF APPROPRIATION FOR THE  
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
SOLID WASTE MANAGEMENT PROGRAM  
PURSUANT TO N.J.A.C 5:31-2.8

WHEREAS, N.J.A.C. 5:31-2.8 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of an Authority or District, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any such Authority or District.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.A.C. 5:31-2.8, the Cape May County Municipal Utilities Authority hereby requests the Director of the Division of Local Government Services to make the following addition/adjustment in the Solid Waste Operations Budget for the year 2023.

	<u>Adopted Budget</u>	<u>Adjustment</u>	<u>Amended Budget</u>
<u>Anticipated Revenues (F-2)</u>			
Total Service Charges – Other	<u>\$ 6,633,656</u>	\$ 3,300,000	<u>\$ 9,933,656</u>
Other Operating Revenues	<u>\$ 1,911,800</u>	\$ 600,000	<u>\$ 2,511,800</u>
Interest Earned	<u>\$ 260,000</u>	\$ 990,000	<u>\$ 1,250,000</u>
Total Anticipated Revenues	<u>\$18,257,536</u>	<u>\$ 4,890,000</u>	<u>\$23,147,536</u>
<u>Net Appropriations (F-4)</u>			
Cost of Providing Services – Other	<u>\$ 7,662,408</u>	\$ 480,000	<u>\$ 8,142,408</u>
Renewal and Replacement Reserves	<u>\$ 1,830,000</u>	\$ 4,380,000	<u>\$ 6,210,000</u>
Other Reserves	<u>\$ 160,281</u>	\$ 30,000	<u>\$ 190,281</u>
Total Net Appropriations	<u>\$18,257,536</u>	<u>\$ 4,890,000</u>	<u>\$23,147,536</u>

and,

BE IT FURTHER RESOLVED that the foregoing additions/adjustments are, in the opinion of the governing body, warranted and authorized by the statute above referred to, and are necessary for the orderly operation of the Authority for the general reasons hereinafter set forth:

1. Total operating expenditures are relatively the same amount as originally budgeted.
2. Total revenues are expected to be higher than originally budgeted due mainly to higher than anticipated quantities of construction and demolition waste received for disposal and higher than anticipated quantities of beneficial soils received for use as landfill daily cover material. Also, interest income will be higher than budgeted due to higher interest rates than originally projected.
3. The higher than anticipated amounts of solid waste tons delivered for disposal result in additional expenditures for landfill taxes and host community benefits costs, as reflected above.

4. Excess revenues after providing for the additional expenditures will be transferred into the Future Construction Reserve Fund.

	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. **162-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **20<sup>th</sup>** day of **December 2023**.

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


Approved \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Director, Division of Local Government Services

MEMORANDUM

December 12, 2023

TO: Mr. Joseph V. Rizzuto, Executive Director

FROM: John R. Conturo, P.E., Solid Waste Program Manager 

RE: 2023 Solid Waste Operations Budget Amendment

Upon review of the 2023 Solid Waste Program's revenues and expenses through November 2023, it appears that expenses will be close to the amount originally budgeted, while actual revenues for 2023 will exceed the 2023 projected revenues due mainly to an increase in the volume of construction and demolition solid waste received in 2023. Also, interest income will be higher than budgeted due to higher interest rates than originally projected, and a substantial increase in the amount of Beneficial Soil that was accepted at the Landfill provided additional revenues.

With the increased volumes of solid waste received, the Authority will be required to pay additional solid waste and recycling taxes, fees and host community benefits on the additional solid waste tons. Remaining revenue received from the additional tonnage and any revenue remaining from the actual expenses from the Operations Budget will be transferred to the Authority's Solid Waste Program Future Construction Reserve Fund.

Since overall revenues are expected to be higher than was originally projected, Mr. Robert Donato, CPA, CFO has prepared a budget amendment resolution to reflect the additional revenue from the receipt of an increased volume of solid waste.

I am recommending that an amended 2023 Solid Waste Management Program Budget be prepared and adopted by Resolution by the Authority Board, to be submitted to the New Jersey Department of Community Affairs, Division of Local Government Services.

 Approved

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

12/13/23  
\_\_\_\_\_  
Date

JRC:jrc

cc: Mr. Robert P. Donato, CPA

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 163-23

### **RESOLUTION AUTHORIZING THE AUTHORITY'S PURCHASING AGENT TO PROCURE RECYCLING SERVICES TO FURNISH AND DELIVER CHEMICAL COLORANTS FOR LANDSCAPE WOODCHIP MULCHES (RFP-45-23) FROM T.H. GLENNON COMPANY, INC.**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority"), produces woodchip mulch as by-products of its solid waste and recycling programs; and,

**WHEREAS**, the CMCMUA has a need for chemical colorants for landscape woodchip mulches produced at its Class B Bulky Waste/Recycling Facility; and,

**WHEREAS**, the Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.) encourages the marketing of said products; and,

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(s)) permits the purchase of materials that are used to market recycled materials/products without public bidding; and,

**WHEREAS**, the CMCMUA wishes to comply with N.J.S.A. 19:44A-20.4 et seq., the Local Unit Pay-to-Play Law, and ensure that a fair and open process is utilized during the procurement of budgeted goods and services when the total amount paid to a single vendor exceeds \$17,500 during any Fiscal Year; and,

**WHEREAS**, the CMCMUA, on October 27, 2023, advertised a Request for Proposals to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches (RFP-45-23); and,

**WHEREAS**, CMCMUA RFP-45-23 contained a list of documentation to be provided by each vendor which would be evaluated for the purpose of designating the Responder as a Qualified Vendor to provide goods or services to the CMCMUA; and,

**WHEREAS**, one (1) Proposal was received on November 28, 2023 in response to RFP-45-23; and,

**WHEREAS**, following review of the Proposal received, it is the recommendation of the CMCMUA's Solid Waste Program Manager, that T.H. Glennon Company, Inc., 25 Fanaras Drive, Salisbury, MA 01952 be designated as qualified to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches during the upcoming year; and,

**WHEREAS**, the Authority's Purchasing Agent, Chief Financial Officer and Executive Director concur with said recommendation; 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, that the Authority's Purchasing Agent, under the supervision of the Chief Financial Officer, is hereby authorized to procure Chemical Colorants for Landscape Woodchip Mulches from T.H. Glennon Company, at the unit prices contained in the November 28, 2023 Proposal submitted by said firm in response to RFP-45-23.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of these Chemical Colorants for Landscape Woodchip Mulches shall be chargeable or certified until such time as they are actually ordered or otherwise called for. 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 \$110,000.00.

**BE IT FURTHER RESOLVED** that the designation of Qualified Vendor listed above was developed and established under the "fair and open process", as defined by the Local Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et seq.), and that any procurement of services and/or contract to procure services from said Qualified Vendor will comply with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

	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. 163-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 2023.

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



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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches  
**Purpose and Scope of Contract:** The purpose and scope of this contract is to qualify vendors to supply the chemical colorants necessary to meet all operational, environmental, and sales goals of the existing and current landscape product line, without exception, to produce colored landscaped mulches for sale to the public.

**PROCUREMENT INFORMATION**

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

**Contract Number:** RFP-45-23 **Term of Contract:** Six (6) Months **Option to Renew:**  No  
 Yes: Two (2), Six (6) month renewal options

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

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

**Engineer's Estimate:** \$110,000.00

**Advertisement Date:** October 27, 2023 **Opening Date:** November 28, 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:** T.H. Glennon Company, Inc. **Address:** 25 Fanaras Drive  
Salisbury, MA 01952


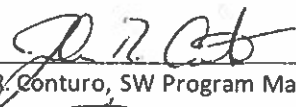


**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

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

**Contract Value, Not-To-Exceed:** \$110,000.00

**Contract Spending Previous Contract Year:** \$71,700.00

 Kevin W. McGahey, Purchasing Agent	12-14-2023 Date	 John R. Conturo, SW Program Manager	12/14/2023 Date
 Robert P. Donato, Chief Financial Officer	12/14/2023 Date	 Joseph V. Rizzuto, Executive Director	12/14/23 Date

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 164-23

### RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT SW-EQUIP-60-22 WITH R.J. SHERMAN & ASSOCIATES, INC. DBA VERMEER NORTH ATLANTIC SALES & SERVICES - FURNISH AND DELIVER OEM REPLACEMENT AND REMANUFACTURED PARTS AND REPAIR SERVICES FOR VERMEER RECYCLING EQUIPMENT PURSUANT TO RESOLUTION NO. 170-22

**WHEREAS**, on December 7, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 170-22 awarding R.J. Sherman & Associates, Inc. dba Vermeer North Atlantic Sales & Services ("Vermeer"), Contract SW-EQUIP-60-22 - Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Vermeer Recycling Equipment ("Contract"); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and Vermeer 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 Vermeer without change in price, terms or conditions and, therefore, the Authority wishes to continue the Contract; and,

**WHEREAS**, compensation to Vermeer under the continuation of said Contract authorized by this Resolution will be provided based upon the allowances contained in the Proposal submitted on November 22, 2022 by Vermeer for said Contract for a total not-to-exceed amount of \$93,380.00; and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract SW-EQUIP-60-22 is extended through December 19, 2024.
3. The total not-to-exceed budget of \$93,380.00 for this extended 12-month term for all services provided by Vermeer under Contract SW-EQUIP-60-22 is based upon the Discount Multiplier/Unit Price contained in Vermeer's Proposal submitted on November 22, 2022, subject to Year 2023 and Year 2024 Solid Waste Management Program Budget appropriations.
4. The Authority's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Vermeer Recycling Equipment under SW-EQUIP-60-22 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this Contract shall not exceed \$93,380.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **164-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of **December 2023**.

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

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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver OEM Replacement Parts and Repair Services for Vermeer Recycling Equipment  
**Purpose and Scope of Contract:** The purpose of this contract is to secure a vendor who will provide on an "as needed" basis, various new and unused OEM replacement parts and components, as well as provide service to maintain equipment manufactured by Vermeer utilized by Solid Waste Operations.

**PROCUREMENT INFORMATION**

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

**Contract Number:** SW-EQUIP-60-22 **Term of Contract:** One (1) year **Option to Renew:**  No  
 Yes: Two (2) - One (1) year renewal options

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

**Liquidated Damages/Penalty:**  No  Yes

**Engineer's Estimate:** \$98,000.00

**Advertisement Date:** November 2, 2022 **Opening Date:** November 22, 2022

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

**Recommendation:**  Award  
 Exercise 12 month option to renew the Contract under original Contract Terms and Conditions, Option Dates: December 20, 2023 through December 19, 2024; Options to Renew remaining: 1  
 Reject, Basis:

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** R.J. Sherman & Associates, Inc.  
 dba Vermeer North Atlantic Sales & Service **Address:** 7 Maple Avenue  
 Lumberton, NJ 08048

**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

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

**Contract Value, Not-To-Exceed:** \$93,380.00

**Contract Spending Previous Contract Year:** \$16,525.39

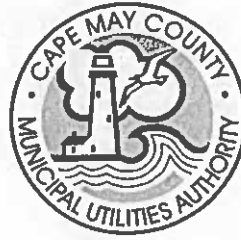
  
 \_\_\_\_\_ / 12/14/2023  
 Kevin W. McGahey, Purchasing Agent Date

  
 \_\_\_\_\_ / 12/14/2023  
 John Conturo, SW Program Manager Date

  
 \_\_\_\_\_ / 12/14/2023  
 Robert P. Donato, Chief Financial Officer Date

  
 \_\_\_\_\_ / 12/13/23  
 Joseph V. Rizzuto, Executive Director Date

Joseph V. Rizzuto, Executive Director



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

## Cape May County Municipal Utilities Authority

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

Date: December 11, 2023

Mr. Carlo Chinosi  
R.J. SHERMAN & ASSOCIATES, INC.  
d/b/a VERMEER NORTH ATLANTIC SALES & SERVICE  
7 Maple Avenue  
Lumberton, New Jersey 08048

RE: Contract SW-EQUIP-60-22 Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Vermeer Recycling Equipment – RENEWAL 1 of Two (2) One (1) Year Renewal Options

Dear Mr. Chinosi,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend Contract SW-EQUIP-60-22 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. The contract amounts have been amended to reflect the Current Index Rate of 1.5% as posted by the Division of Local Government Services.

If in concurrence of same, Vermeer North Atlantic Sales and Service, will provide Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Vermeer Recycling Equipment, for an additional one (1) year period, from December 20, 2023 through December 19, 2024, at the same terms and conditions as set forth in the original Agreement, dated December 20, 2022, for a total Contract not to exceed amount of \$93,380.00. The contract amounts as follows;  
Estimated Quantity of Parts \$69,020.00  
Hourly rate \$162.40 \*\* PLEASE SEE ATTACHED LETTER FOR SERVICE TRUCK AND OVERTIME CHARGES

Pursuant to New Jersey Public Law 2022, c. 3, "any person or entity that submits a bid or otherwise proposes to enter into or renew a contract..." must complete the enclosed Disclosure of Investment Activities in Iran certification form. Please complete this form and return it with the original signed copy of this letter.

In addition, would you please have your insurance accord with endorsements pages sent to the attention of Ms. Ann McDevitt, 609-465-9026, [mcdevittam@cmcmua.com](mailto:mcdevittam@cmcmua.com). If you would like I will send you our example documents.



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

Carlo Chinosi 12/11/23  
Carlo Chinosi (Dec 11, 2023 15:34 EST)  
Signature Date

Carlo Chinosi  
Name (Please Print or Type)

KWM:

Attachments: Two (2)

c: Mr. John Conturo  
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: _____	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): R.J. SHERMAN & ASSOCIATES, INC. DBA VERMEER NORTH ATLANTIC SALES & SERVICE

Signature: *Carlo Chinosi* Title: GM/COO

Print Name: CARLO CHINOSI







# SW-EQUIP-60-22-RENEWAL 1 - letter of concurrence - Vermeer - fillable

Final Audit Report

2023-12-11

Created:	2023-12-11
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA21mfHhHAq_TktHVYis86gB5P4KI0YqhC

## "SW-EQUIP-60-22-RENEWAL 1 - letter of concurrence - Vermeer - fillable" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)  
2023-12-11 - 8:29:49 PM GMT- IP address: 108.11.5.202
-  Document emailed to belbertson@vermeerna.com for signature  
2023-12-11 - 8:30:22 PM GMT
-  Email viewed by belbertson@vermeerna.com  
2023-12-11 - 8:31:37 PM GMT- IP address: 98.110.127.66
-  Signer belbertson@vermeerna.com entered name at signing as Carlo Chinosi  
2023-12-11 - 8:33:59 PM GMT- IP address: 98.110.127.66
-  Document e-signed by Carlo Chinosi (belbertson@vermeerna.com)  
Signature Date: 2023-12-11 - 8:34:01 PM GMT - Time Source: server- IP address: 98.110.127.66
-  Agreement completed.  
2023-12-11 - 8:34:01 PM GMT

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 165-23

### RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT AND THE EXECUTION OF THE AGREEMENT AND THE RIDER TO THE AGREEMENT TO PROVIDE PROCESSING AND MARKETING SERVICES OF SINGLE STREAM RECYCLABLE MATERIALS FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY'S SOLID WASTE MANAGEMENT PROGRAM

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need to acquire processing and marketing services of single stream recyclable materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et. seq.; and,

**WHEREAS**, the CMCMUA's Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

**WHEREAS**, the anticipated term of this contract is five (5) years; and,

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-5), "Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by resolution of the governing body if: (1) The subject matter thereof consists of:...(s) 'The marketing of recyclable materials recovered through a recycling program, or the marketing of any product intentionally produced or derived from solid waste received at a resource recovery facility or recovered through a resource recovery program, including, but not limited to, refuse-derived fuel, compost materials, methane gas, and other similar products'."; and,

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-2(11)), recyclable material is defined to mean those materials which would otherwise become municipal solid waste, and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products; and,

**WHEREAS**, pursuant to Local Public Contracts Law (N.J.S.A. 40A:11-2(13)), "marketing" is defined to mean the sale, disposition, assignment, or placement of designated recyclable materials with, or the granting of a concession to, a reseller, processor, materials recovery facility, or end-user of recyclable material, in accordance with a district recycling plan; and,

**WHEREAS**, Omni Recycling Group, LLC, 408 Lambs Road, Pitman, NJ 08071 has admirably performed hauling, processing and marketing services of single stream recyclable materials for the CMCMUA since 2022; and,

**WHEREAS**, a team of Authority staff has negotiated the terms and conditions of a new Agreement and a Rider to the Agreement with Omni Recycling Group, LLC for the processing and marketing services of single stream recyclables for the CMCMUA's Solid Waste Management Program and the utilization of CMCMUA's Intermediate Processing Facility building and equipment to provide said services; and,

**WHEREAS**, the Authority desires to retain the services of Omni Recycling Group, LLC. for the processing and marketing services of single stream recyclables for the CMCMUA's Solid Waste Management Program and the utilization of CMCMUA's Intermediate Processing Facility building and equipment to provide said services; and,

**WHEREAS**, Omni Recycling Group, LLC. has warranted that it is ready, willing and able to perform all necessary services; and,

**WHEREAS**, Omni Recycling Group, LLC. has completed and submitted a Business Entity Disclosure Certification which certifies that Omni Recycling Group, LLC. has not made any reportable contributions to a political or candidate committee in Cape May County in the previous one year, and that the contract will prohibit Omni Recycling Group, LLC. from making any reportable contributions through the term of the contract; 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 incorporated herein by reference and made a part hereof.
2. The Cape May County Municipal Utilities Authority hereby authorizes a contract with Omni Recycling Group, LLC for the processing and marketing services of single stream recyclables for the CMCMUA's Solid Waste Management Program.
3. The Cape May County Municipal Utilities Authority authorizes the execution of the "Agreement to Provide Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program" and the "Rider to the Agreement to Provide Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program", in substantially the same form as currently on file with the CMCMUA's Office Manager, with such minor revisions as may be determined to be appropriate by the CMCMUA's Executive Director and/or General Counsel.
4. The CMCMUA's Executive Director, or Deputy Director, is hereby authorized to execute said Agreement and said Rider to the Agreement with Omni Recycling Group, LLC.
5. The maximum dollar value of the five (5) year Agreement is \$10,738,800.00, subject to the availability and appropriation of sufficient funds for the services provided pursuant to the Agreement during each Fiscal year.
6. Compensation to Omni Recycling Group, LLC. for services provided to the Authority for the period of January 1, 2024 through December 31, 2024 shall be based upon the per Ton Processing Fee schedule contained in the Agreement in the not-to-exceed amount of \$1,905,000.00.
7. The term of the Rider to the Agreement terminates on the date of termination of the Agreement.

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

	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 Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program for the period of January 1, 2024 through December 31, 2024 in a total not-to-exceed amount of \$1,905,000.00 under the line item appropriation or account number(s) 300-2302-667-75-50. These same funds shall not be certified as available for any other contract.



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Robert P. Donato, CPA  
Chief Financial Officer

I hereby certify the foregoing to be a true and correct copy of Resolution No. **165-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **20<sup>th</sup>** day of **December 2023**.

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Assistant Corporate Secretary

# WADE, LONG, WOOD & LONG, LLC

Attorneys at Law

Howard C. Long, Jr.†  
Daniel H. Long†±  
Christopher P. Long†

John A. Moustakas†

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

†Licensed in New Jersey  
±Licensed in Washington DC  
◊Licensed in Pennsylvania

December 11, 2023

**Via E-Mail Only:** [rizzutojv@cmcmua.com](mailto:rizzutojv@cmcmua.com)

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

**Re: Omni Agreement To Provide Processing And Marketing Services Of Single Stream Recyclable Materials For The Cape May County Municipal Utilities Authority's Solid Waste Management Program and Rider  
Cape May County Municipal Utilities Authority**

Dear Mr. Rizzuto:

I have read and reviewed the final proposed form of the Agreement To Provide Processing And Marketing Services Of Single Stream Recyclable Materials For The Cape May County Municipal Utilities Authority's Solid Waste Management Program ("Agreement") as well as the Rider ("Rider") between Omni Recycling Group, L.L.C. ("Omni") and the Cape May County Municipal Utilities Authority ("Authority" and/or "CMCMUA").

The Agreement is for the processing and marketing services of recyclables received at the Intermediate Processing Facility ("IPF") by Omni. The Rider permits the Property, IPF Building, and IPF Equipment to be utilized by Omni for the purposes of processing and marketing of recyclable materials in accordance with the Agreement, the Local Public Contracts Law, specifically the meaning as set forth in N.J.S.A. 40A:11-5(s), and in accordance with the terms, conditions, and restrictions set forth in the subject documents.

Specifically, I have reviewed and analyzed the following provisions of the Agreement:

1. Article I. SCOPE OF WORK
2. Article II. DEFINITIONS
3. Article III. AGREEMENT TERM, EXTENSION, AND TERMINATION
4. Article IV. UNCONTROLLABLE CIRCUMSTANCES AND CHANGE IN LAW
5. Article V. DEFAULT
6. Article VI. OMNI RESPONSIBILITIES
7. Article VII. AUTHORITY RESPONSIBILITY
8. Article VIII. SCHEDULE OF LANDFILL OPERATION

Joseph V. Rizzuto, Executive Director  
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
December 11, 2023  
Page 2

**Re: Omni Agreement To Provide Processing And Marketing Services Of Single Stream Recyclable Materials For The Cape May County Municipal Utilities Authority's Solid Waste Management Program and Rider  
Cape May County Municipal Utilities Authority**

9. Article IX. DESIGNATED RECEIVING FACILITY
10. Article X. RECEIVING OF RECYCLABLES
11. Article XI. DISPOSAL PROHIBITION
12. Article XII. SCREENING OF INBOUND MATERIALS, REJECTION RIGHTS. . .
13. Article XIII. DISPOSAL OF REJECTS
14. Article XIV. PROCESSING AND MARKETING
15. Article XV. DISPOSAL OF RESIDUE GENERATED FROM PROCESSING ...
16. Article XVI. MIXED GLASS
17. Article XVII. FINANCIAL TERMS
18. Article XVIII. REPORTING
19. Article XIX. PAYMENT
20. Article XX. LIQUIDATED DAMAGES
21. Article XXI. GENERAL CONDITIONS
22. Article XXII. INSURANCE REQUIREMENTS
23. Article XXIII. RECORD RETENTION
24. Article XXIV. OTHER PROVISIONS
25. Article XXV. GENERAL LEGAL PROVISIONS
26. Article XXVI. GUARANTY AGREEMENTS
27. Article XXVII. NEW JERSEY BUSINESS REGISTRATION ACT COMPLIANCE
28. Article XXVIII. EEO, AA, AND ADA
29. Article XXIX. INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS
30. Article XXX. RELATIONSHIP
31. Article XXXI. ENTIRE AGREEMENT AND MODIFICATION
32. Article XXXII. ASSIGNMENT
33. Article XXXIII. NOTICE
34. Article XXXIV. COUNTERPARTS
35. Article XXXV. SEVERABILITY
36. Article XXXVI. WAIVER
37. Exhibit A
38. Merchant Tonnage
39. Exhibit 1
40. Exhibit 2

Specifically, I have reviewed and analyzed the following provisions of the Rider:

1. Demise
2. Licensing Fee
3. Property
4. IPF Building
5. IPF Equipment
6. Term
7. Taxes
8. Utilities

**Re: Omni Agreement To Provide Processing And Marketing Services Of Single Stream Recyclable Materials For The Cape May County Municipal Utilities Authority's Solid Waste Management Program and Rider  
Cape May County Municipal Utilities Authority**

9. Use of Property, IPF Building, and IPF Equipment.
10. Certificate of Occupancy
11. No Improper Use.
12. ADA
13. Aesthetic Characteristics
14. Omni's Responsibilities - General.
15. CMCMA's Responsibilities - General
16. Supervising Care and Maintenance
17. Water damage
18. Alterations
19. Signs.
20. Damage to Property, IPF Building or IPF Equipment.
21. Destruction of Property, IPF Building or IPF Equipment.
22. Force Majeure
23. No Mortgages or Liens
24. CMCMA's Protections
25. Agreement Status Certificate
26. Default
27. Violation, Termination of Use, Re-Entry and Damages.
28. Warranties Regarding Negotiations.
29. Assignment.
30. Parties Bound
31. Notices
32. Construction
33. Applicable Law
35. Counterparts
36. Modification
37. Complete Contract.
38. Signatures.
37. Survival
39. Property Rights.
40. EXHIBIT "A"
41. EXHIBIT "B"
42. EXHIBIT "C"

In forming this opinion and in assisting in drafting the Agreement and Rider, I researched the following:

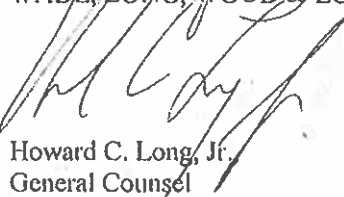
1. Local Public Contracts Law. (N.J.S.A. 40A:11-1 et seq)
2. Local Lands and Buildings Law. (N.J.S.A. 40A:12-1 et seq.)
3. Solid Waste Management Act. (N.J.S.A. 13:1E-1 et seq.)
4. Prior Authority IPF Contracts and amendments.

Joseph V. Rizzuto, Executive Director  
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
December 11, 2023  
Page 4

**Re: Omni Agreement To Provide Processing And Marketing Services Of Single Stream Recyclable Materials For The Cape May County Municipal Utilities Authority's Solid Waste Management Program and Rider  
Cape May County Municipal Utilities Authority**

I have also reviewed the proposed form of Resolution. Based upon a review of the foregoing documents, it is my opinion, as General Counsel to the Cape May County Municipal Utilities Authority, that the Agreement is in the appropriate form, enforceable and fair and just to all concerned parties. Accordingly, it is my recommendation that the Commissioners of the Authority authorize the execution of the Agreement as negotiated and drafted.

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



Howard C. Long, Jr.  
General Counsel

HCLjr/  
cc: Chairman and Commissioners, CMCMUA



**AGREEMENT TO PROVIDE PROCESSING AND MARKETING SERVICES OF SINGLE STREAM  
RECYCLABLE MATERIALS  
FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY'S SOLID WASTE  
MANAGEMENT PROGRAM**

This AGREEMENT TO PROVIDE PROCESSING AND MARKETING SERVICES OF SINGLE STREAM RECYCLABLE MATERIALS FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY'S SOLID WASTE MANAGEMENT PROGRAM is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called "Authority" or "CMCMUA" and Omni Recycling Group, LLC, 408 Lambs Road, Pitman, New Jersey 08071, hereinafter called "Omni", (referred to collectively as the "Parties") hereinafter set forth provides as follows:

**Article I. SCOPE OF WORK**

This Agreement between the Authority and Omni is for the Processing and Marketing Services of Recyclables Received at the Intermediate Processing Facility ("IPF"). Omni is responsible for, including but not limited to, all operations, maintenance, repair, staffing, management, record keeping, reporting, compliance with all Applicable Laws, and other services necessary to meet its obligations to the Authority in accordance with this Agreement. Any and all costs associated with Receiving and Processing Recyclables, including Marketing and transporting Recovered Materials, all of which shall be the responsibility of Omni.

**Article II. DEFINITIONS**

**Acceptable Recyclables:** Materials designated and accepted for recycling in the Cape May County Recycling Program by the Cape May County Solid Waste Management Plan, as amended. Acceptable Recyclables are listed, as follows:

- **Cardboard:** Corrugated cardboard boxes, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and disposed of in the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers.
- **Mixed Paper:** A mixture of various qualities and grades of paper. This includes magazines, catalogs, office paper, junk mail, envelopes, brown paper bags, telephone books, paperback books, non-foil wrapping paper.
- **Newspaper:** Old newspapers, including all paper inserts delivered with the newspaper.
- **Glass Food & Beverage Containers:** Clear, green and colored food and beverage bottles, jugs and jars.
- **Metal Food & Beverage Cans:** Aluminum and steel food and beverage cans. 2 ½ gallons or less in size including empty aerosol cans.
- **Plastic Bottles, Jars, Jugs, and Containers:** Plastic bottles, jars, jugs, and containers 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to: margarine tubs, microwave trays, yogurt containers.

**Allowable Mixed Glass Limit:** The allowable limit of Mixed Glass, expressed as a percentage, as determined by multiplying the total tonnage of Recyclables Received by Omni from the prior Billing Year by twenty-two percent (22%).

**Allowable Residue Limit:** The allowable limit of Residue, expressed as a percentage, as determined by a Residue Audit plus one and one-half percent (1.5%) generated from Processing Recyclables at the IPF.

**Billing Year:** The period of January 1 to December 31 once the Commencement Date occurs. Each subsequent Billing Year shall be for twelve consecutive months beginning the first day after the last Billing Year ends. The last Billing Year shall end concurrently with the termination of the term of the Agreement.

**Change in Law:** The enactment, adoption, promulgation, modification, repeal or written change in interpretation of any Federal, State, or local law, ordinance, code, rule, regulation, standard or policy after the Commencement Date, which are materially more burdensome than the most stringent requirements applicable as of the Commencement Date.

**Commencement Date:** The date when Omni begins providing services according to the provisions of this Agreement, which is January 1, 2024.

**Contract:** This Agreement, together with all exhibits, amendments, and attachments to such agreement.

**Designated Hauler:** The entity and/or contractor identified by the Municipality to transport and deliver Recyclables to the IPF. Designated Hauler shall also include Cape May County Municipal Utilities Authority transfer vehicles originating from the CMCMUA's Transfer Station.

**Hazardous Waste:** Any waste or combination of wastes which pose a present or potential threat to human health, living organisms or the environment including, but not limited to, waste material that is toxic, carcinogenic, corrosive, irritating, sensitizing, biologically infectious, explosive or flammable, and any waste so designated by the United States Environmental Protection Agency or as more specifically defined in N.J.A.C. 7:26G-5. Hazardous waste does not include radioactive waste.

**Infrastructure Impact Fee:** Payment, on a per ton basis as detailed in Exhibit "A", from Omni to the Authority for Authority staffing of weigh scales, Landfill scale infrastructure maintenance, and Landfill road infrastructure maintenance, etc.

**Inbound:** Materials tipped at the IPF prior to any processing, sorting, or mixing.

**Intermediate Processing Facility (IPF):** The Intermediate Processing Facility located in the Daniel C. Riley Environmental Complex, 2050 Dennisville-Petersburg Road (Rt. 610), Woodbine, New Jersey.

**Landfill:** The CMCMUA's Secure Sanitary Landfill located in the Daniel C. Riley Environmental Complex, 2050 Dennisville-Petersburg Road (Rt. 610), Woodbine, New Jersey

**Market/Marketing:** The sale of Recovered Materials to the category of buyers or their agents available to purchase or exchange Secondary Materials for value.

**Merchant Tonnage:** Residential and/or commercial materials originating, generated or collected outside the geographic boundaries of Cape May County, which have been contracted for delivery to the IPF by Omni.

**Mixed Glass:** Recovered container glass not sorted into categories (e.g. color, grade). For acceptance by the Authority as an alternate daily cover at the Landfill, Mixed Glass shall be defined as crushed to a material size of ½ inch or less and contains less than or equal to five percent (5%) of contaminants by volume. Contaminants are non-glass materials including but not limited to, paper, plastic, food waste, rubber or metal.

**Non-Acceptable Recyclables:** Materials that do not meet the definition of Acceptable Recyclables and are collected along with Acceptable Recyclables.

**Notice:** Has the meaning set forth with the provisions in Article XXXIII.

**Outbound:** Materials leaving the IPF either as Recovered Material or Residue. Outbound materials are an aggregate of materials from all sources of Inbound material.

**Party:** The Cape May County Municipal Utilities Authority or Omni Recycling Group, LLC (jointly "Parties").

**Process(ed)/Processing:** Actions taken by Omni after accepting Recyclables to convert Recyclables into Recovered Materials and market Recovered Materials for use as a raw material for manufacturing or other type of beneficial use other than energy recovery, thermal conversion, or disposal.

**Processing Fee:** The fee, as defined in this Agreement, shall be based upon the Tons of Recyclables Received by Omni. The Processing Fee covers the cost for all of Omni's responsibilities under this Agreement, including Hauling, Receiving, and Processing Recyclables, general and administrative expenses, and overhead.

**Receive(d)/Receiving:** The means by which Omni manages unloading and inspecting Inbound materials at the IPF.

**Recovered Material(s):** Outbound materials that have been separated and prepared for sale or distribution and which may include contamination. Recovered Materials includes Scrap Metal.

**Recyclables:** Materials collected by a Cape May County municipality or on behalf of a Cape May County municipality consisting primarily of materials designated for recycling by Cape May County. Recyclables can include Non-Acceptable Recyclables.

**Rejects:** Non-Acceptable Recyclables removed from Recyclables delivered to the IPF from Designated Haulers prior to being Processed at the IPF.

**Residue:** Outbound material that has not been converted into Recovered Materials and which are destined for disposal as solid waste in accordance with the waste plan of the district in which the IPF or MRF is located. Recyclables and Recovered Materials cannot be classified as Residue due to commodity market conditions.

**Ton:** 2,000 pounds.

### Article III. AGREEMENT TERM, EXTENSION, AND TERMINATION

#### Section 3.01 Term

- a) The term of this Agreement shall be effective on the Commencement Date and shall terminate on December 31, 2028.
- b) The Parties represent that they shall commence negotiations on or about two hundred and seventy (270) days from the date of expiration of the Agreement with respect to a new Agreement.

**Section 3.02          Amendment**

- a) This Agreement may not be amended, extended, or modified except by mutual agreement of the Parties in writing. Such amendment(s), when mutually agreed upon by and between the Parties, shall be incorporated into this Agreement by written amendment, and executed in the same manner by the Parties hereto.

**Section 3.03          Termination**

- a) If, through any cause, Omni shall fail to fulfill in a timely and proper manner obligations under the Agreement or if Omni violates any of the requirements of the Agreement, subject to Omni's right to cure as set forth herein, the CMCMUA shall there upon have the right to terminate the Agreement by giving twenty (20) calendar days' Notice to Omni of such termination and specifying the effective date of termination. Such termination shall relieve the CMCMUA of any obligation for balances to Omni of any sum or sums set forth in the Agreement arising after the effective date of termination. The CMCMUA will pay only for services provided prior to the effective date of termination.
- b) Notwithstanding the above, Omni shall not be relieved of liability to the CMCMUA for damages sustained by the CMCMUA by virtue of any breach of the Agreement by Omni and the CMCMUA may withhold any payments to Omni for the purpose of compensation until such time as the exact amount of the damage due the CMCMUA from Omni is determined.
- c) If Omni, without previous written consent from the Authority, assign, transfer, convey, sublet or otherwise dispose of the Agreement, in whole or in part, or of his/her right, title or interest therein, the Agreement may, at the option of the CMCMUA, be canceled and terminated.
- d) Upon receipt of the termination Notice, Omni shall promptly discontinue all affected work as of the effective date of termination, unless the termination Notice directs otherwise and shall deliver or otherwise make available to the Authority all information as may have been required under the terms of the Agreement.

**ARTICLE IV.            UNCONTROLLABLE CIRCUMSTANCES AND CHANGE IN LAW**

**Section 4.01          Uncontrollable Circumstances or Force Majeure**

- a) Neither Party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of the Agreement if the fulfillment of any term or provision of the Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, declared national or State of Emergency imposing restrictions on travel on selected federal or State roadways, strikes, floods, fires, acts of God, or by any cause not within the control of the Party whose performance is interfered with which by the exercise of reasonable diligence such Party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the Agreement is delayed or prevented by any court order, or

action or injunction or other such agreement, the Agreement shall become voidable by the CMCMUA by Notice to Omni.

**Section 4.02**      **Change in Law**

- a) At such time as either Party becomes aware that a Change in Law has or is about to occur, that Party shall provide the other Party with a written report specifying the nature and the extent of the Change in Law impact costs, if any, a plan of remediation and estimated costs of such remedial measures. Each Party shall have the right to recommend modifications to the proposed remedial measures which modifications, approval of which shall not be unreasonably withheld by any Party. Upon approval of such plan by both Parties, Omni or the Authority, as applicable, shall proceed with the remedial measures and amendment of this Agreement in a manner consistent therewith. Neither Party shall be excused from performance of its obligations as a result of the occurrence of a Change in Law unless such renders performance impossible or commercially impracticable, in which event such Party may invoke the Uncontrollable Circumstances termination remedies. In the event Omni makes necessary adjustments to perform the terms of this Agreement in accordance with the Change in Law, Omni shall be entitled to recover all reasonable additional costs incurred with such adjustments.

**Article V.**                      **DEFAULT**

**Section 5.01**      The following events will be considered "Events of Default", with respect to a Party:

- a) If a Party breaches any material term in this Agreement;
- b) If any representations or warranty made by a Party in this Agreement is false or misleading intentionally or otherwise in any material respect when made or when repeated.

**Section 5.02**      In the event that there is an Event of Default:

- a) In the performance of any of its obligations under this Agreement and such Event of Default for either Party continues for a period of ten (10) calendar days (designated the opportunity to cure period) following receipt of Notice,
  - i. if Omni is the non-defaulting Party, then it shall be entitled to all remedies available at law, in equity, or both, and;
  - ii. if the Authority is the non-defaulting Party, then it shall have the rights and remedies available to it under Section 20.01 and Section 20.02 herein.
- b) Notwithstanding the above, the cure period shall be extended past ten (10) calendar days, but not more than twenty (20) calendar days, if the Event of Default cannot be reasonably cured within such time period provided that the defaulting Party is using reasonably diligent efforts to effectuate said cure.

- c) If the defaulting Party is using reasonably diligent efforts to effectuate said cure and the Parties cannot reconcile the Event of Default within twenty (20) calendar days from notification of the Event of Default, this Agreement will automatically terminate;
  - i. if Omni is the non-defaulting Party, then it shall be entitled to all remedies available at law, in equity, or both, and
  - ii. if the Authority is the non-defaulting Party, then it shall be entitled to all remedies available at law, in equity, or both, as well as all remedies set forth under Section 20.01 and Section 20.02 herein up to and through the date of termination Notice.

Section 5.03            The following events will be considered "Events of Default - Receiving", with respect to Omni's obligation:

- a) If Omni materially breaches obligations relating to the Receiving of Recyclables under this Agreement.
- b) In event that there is an Event of Default - Receiving:
  - i. In the performance of any of its obligations under this Agreement and such Event of Default - Receiving continues for a period of five (5) calendar days (designated the opportunity to cure period) following receipt of Notice, the Authority shall be entitled to all remedies available under Section 20.01 and Section 20.02 herein; provided, that, after the first five (5) calendar days of the cure period, the Authority shall be entitled to recover 100% of the additional expense and damage incurred by the Authority outlined under Section 20.01 during such cure period.
  - ii. Notwithstanding the above, the cure period shall be extended past five (5) calendar days, but not more than ten (10) calendar days, if the Event of Default - Receiving cannot be reasonably cured within such time period provided that Omni is using reasonably diligent efforts to effectuate said cure and during such continued cure period, the Authority shall be entitled to all remedies available under Section 20.01 and Section 20.02 herein; provided, that, the Authority shall be entitled to recover 100% of the additional expense and damage incurred by the Authority outlined under Section 20.01 during such cure period.
  - iii. If Omni is using reasonably diligent efforts to effectuate said cure and the Parties cannot reconcile the Event of Default - Receiving within ten (10) calendar days following receipt of Notice of the Event of Default - Receiving, the Authority shall have all rights and remedies available to it, at law or in equity, under the laws of the State of New Jersey and shall be entitled to receive from Omni all costs and expenses, as a result of such Event of Default - Receiving, as well as remedies set forth under Section 20.04 herein.

## **Article VI.            OMNI RESPONSIBILITIES**

### **Section 6.01            General Responsibilities**

- a) Omni shall be responsible for all costs associated with the furnishing of all labor, materials, supplies, and equipment to Receive and Process all Acceptable Recyclables delivered to the IPF.



- b) Upon acceptance of Recyclables at the IPF, Omni shall take title to the Recyclables.
- c) Omni and all its subcontractors, shall, at all times, adhere to the CMCMUA Solid Waste Designated Truck Routes shown in Figure 1 of the "Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities" (hereinafter "CMCMUA Terms and Conditions"). Use of any other routes within Cape May County by Omni, other than those identified in Figure 1 of the CMCMUA Terms and Conditions document, are prohibited.
- d) Omni and all its subcontractors, shall adhere to all traffic signs including posted speed limits, and shall not impede the operations of other Landfill activities while on Authority property.
- e) Omni shall comply with all Local, State and Federal requirements pertaining to this Agreement, and acquire all permits necessary to complete this Agreement.
- f) Omni shall adhere at all times to the CMCMUA Terms and Conditions document. The CMCMUA Terms and Conditions document can be located on [www.cmcmua.com](http://www.cmcmua.com).
- g) Omni shall pay all balances due to the Authority when due.
- h) Omni shall remove Non-Acceptable Materials and Hazardous Waste from Inbound loads delivered to the IPF.
- i) If applicable, pay all Liquidated Damages, as set forth in Article XX, as amended.
- j) Omni may Process Merchant Tonnage at the IPF subject to the terms and conditions set forth in Exhibit A.

**Article VII. AUTHORITY RESPONSIBILITY**

**Section 7.01 General Responsibilities**

- a) The Authority shall operate and maintain the weigh scale system at the Landfill in good working order and such scale system shall be staffed with licensed weighmasters. All Inbound material deliveries, Rejects, and Residue vehicles will be weighed on a calibrated and certified truck scale, recording the vehicle identifier, origin, commodity, weight, time and date. Subject to the foregoing, the Authority shall be permitted to utilize preset tare weights for vehicles hauling Residue/Rejects to CMCMUA's Landfill.
- b) The Authority reserves the right to designate and undesignate Acceptable Recyclables.  
  
The Authority shall provide Notice to Omni at least forty-eight (48) hours in advance of planned, extended or additional hours of weigh scale operation and/or operation of weigh scales on authorized Holidays. In case of emergencies, the Authority will provide Omni with as much advance notice as possible.
- c) The Authority shall pay Omni on a monthly cycle any amount due in accordance with the billing procedures set forth in Article XIX subject to timely receipt of invoices/purchase orders.

- d) The Authority shall provide trucks, roll-off containers, and drivers, as required, to transport Residue/Rejects to the CMCMUA's Landfill for disposal and accept and dispose of the Residue/Rejects under the terms of this Agreement.
- e) The Authority shall act as the Market for Mixed Glass when Omni has no other available secondary material Market for the Mixed Glass which will provide a positive value, considering transportation costs.
- f) The Authority shall supply to Omni, at the end of each day's shift, all scale transaction tickets related to Omni from that day's activity. Scale transaction tickets will be supplied electronically and contain all related and available data fields necessary for Omni to accurately track and report on all inbound and outbound truck activity related to Omni's business activities.
- g) The Authority shall supply to Omni, on a monthly basis, a duplicate of all recycling transactions and an excel file summarizing all scale transactions related to Omni from the previous month.

**Article VIII. SCHEDULE OF LANDFILL OPERATION**

Section 8.01 The truck scales at the Landfill will be available in accordance with the following schedule:

On or about September 15<sup>th</sup> through on or about May 15<sup>th</sup>:

- Monday through Friday - 7:30 am to 4:00 pm
- Saturdays and Identified Holidays, as follows: Columbus Day, Veterans Day (observed), Day after Thanksgiving, Christmas Eve, Martin Luther King Day, Presidents Day and Good Friday - 8:00 am to 12:00 noon.
- Sundays and Identified Holidays, as follows: New Year's Day, Thanksgiving Day, and Christmas Day – Closed

On or about May 15<sup>th</sup> through on or about September 15<sup>th</sup>:

- Monday through Friday - 6:30 am to 4:00 pm
- Saturdays – 6:30 am to 12:00 noon.
- Identified Holidays, as follows: Memorial Day, Juneteenth (observed on third Friday in June), Independence Day and Labor Day – 6:30 am to 1:00 pm
- Sundays – Closed

Section 8.02 The Authority shall provide the exact dates of observance of the Holidays in late December of each year and the Authority reserves the right to modify such dates and hours of operation at its sole discretion.

**Article IX. DESIGNATED RECEIVING FACILITY**

Section 9.01 Location

- a) The Parties agree that the designated Receiving facility for all Recyclables is the IPF.

**Article X. RECEIVING OF RECYCLABLES**

Section 10.01 General

- a) Throughout the term of this Agreement, Omni shall, regardless of the frequency and volume of deliveries, be required to Receive all Recyclables delivered to the IPF.
- b) The Authority does not guarantee the quantity, quality, and composition of Recyclables delivered to the IPF under this Agreement. Omni acknowledges that Recyclables may contain Non-Acceptable Recyclables and may be compacted by the Designated Hauler.
- c) Omni shall Receive Recyclables at the IPF in an efficient manner to minimize traffic impacts at the IPF site and other activities associated with the Landfill.

**Article XI. DISPOSAL PROHIBITION**

Section 11.01 General

- a) Unless Omni has obtained written approval from the New Jersey Department of Environmental Protection, Omni shall not burn, landfill, or otherwise dispose of any Acceptable Recyclables delivered to the IPF or Recovered Material handled under this Agreement. Mixed Glass used in landfill construction or landfill cover will be treated as Marketing of such materials.

**Article XII. SCREENING OF INBOUND MATERIALS, REJECTION RIGHTS, AND REJECTION PROCEDURE**

Section 12.01 General

- a) Omni shall inspect Recyclables delivered by Designated Haulers to the IPF in order to prevent the processing of Non-Acceptable Recyclables and Hazardous Waste. Non-Acceptable Recyclables so removed shall be classified as Rejects.

Section 12.02 Rejection Procedure for Non-Acceptable Recyclables

- a) Omni shall immediately isolate the truckload, document the load by completing a Load Rejection Form and obtain digital photograph or video recording of the load, notify the Designated Hauler of the potential rejection, and contact the Authority Recycling Coordinator or designee.
  - i. The Authority Recycling Coordinator, or designee, shall have the right to inspect the load which shall not unduly impede or interfere with Omni's Receiving operation.

Section 12.03      Screening of Hazardous Waste

- a) Omni shall inspect Recyclables as they are discharged from the vehicle onto the IPF tipping floor for Hazardous Materials.
- b) If such inspection indicates that any material amount of Hazardous Waste has been delivered (it being recognized that immaterial amounts of household Hazardous Waste such as batteries and paint cans do not trigger this requirement), Omni shall:
  - i. Immediately notify the Authority's Recycling Coordinator or designee and the CMCMUA's scale house operator;
  - ii. Take photographs of the load and Hazardous Waste;
  - iii. Direct the Designated Hauler to leave the IPF with the entire load; or, to retrieve that portion of the load which Omni determines is or may be Hazardous Waste; or, direct the Designated Hauler, at the Designated Hauler's expense, to remove or provide for the removal of Hazardous Waste from the IPF.
- c) Should the Designated Hauler fail to comply with Omni's direction, Omni shall:
  - i. Notify the Authority's Recycling Coordinator or designee and Authority's scale house operator of the Designated Hauler's non-compliance;
  - ii. Omni shall obtain and provide to the Authority the identification and/or license plate number of the Designated Hauler vehicle along with photographs and a written report of the incident.
  - iii. The Authority shall take such steps as shall be necessary to require compliance by the Designated Hauler.
- d) If the hauler cannot be identified, the Parties agree to enter into discussions on cost responsibilities to dispose of such Hazardous Waste.
- e) Omni shall be responsible for the disposal (and costs associated therewith) of any Hazardous Waste removed by Omni on its own accord, without the authorization of the Authority, except as specifically permitted herein, and for the disposal (and costs associated therewith) of any Hazardous Waste removed originating from loads of Merchant Tonnage.

**Article XIII.                    DISPOSAL OF REJECTS**

Section 13.01                  General

- a) Omni shall be responsible for the manpower and equipment necessary to place Rejects, as determined in Article XII, in designated roll-off container(s) provided by the Authority.
- b) The Authority shall be responsible to weigh and transport the Rejects to the Landfill for disposal.

**Article XIV. PROCESSING AND MARKETING**

**Section 14.01 Processing**

- a) Omni shall bear all work, responsibilities and costs associated with Processing Recyclables delivered to the IPF by Designated Haulers including Marketing, and transporting Recovered Materials.
- b) Effective the commencement of the Term through the ninetieth (90th) calendar day, Omni shall only Process Recyclables at the IPF.

**Section 14.02 Marketing**

- a) Omni shall be solely responsible for Marketing all Recovered Materials during the term of the Agreement, regardless of fluctuations in prices paid for Recovered Materials.
- b) Omni shall bear all costs associated with Marketing including, without limitation, providing or arranging for transportation of materials to secondary materials Markets.
- c) Omni shall document and provide evidence, upon request by the Authority, regarding the name, location, and contact information of entities to which Recovered Materials are being distributed, marketed, or sold to be recycled.

**Article XV. DISPOSAL OF RESIDUE GENERATED FROM PROCESSING RECYCLABLES AT THE IPF**

**Section 15.01 General**

- a) If Omni Processes Recyclables at the IPF at any point during the Agreement term, once Recyclables are conveyed from the tipping floor of the IPF into the Processing area, all materials that do not become Recovered Materials shall be considered to be Residue.

**Section 15.02** If Omni Processes Recyclables at the IPF at any point during the Agreement term, the Authority shall accept Residue up to the Allowable Residue Limit.

- a) The CMCMUA and Omni shall mutually agree to the protocol under which such weight-based Residue Audit will be conducted, however, the protocol must simulate normal operating conditions. A weight-based Residue Audit shall be conducted for the period of October 1<sup>st</sup> through March 31<sup>st</sup> and for the period of April 1<sup>st</sup> through September 30<sup>th</sup>.

**Section 15.03** Residue from processing Recyclables at the IPF will be calculated based on the weight of all Recyclables received during any Billing Year. For purposes of calculating Residue, Residue shall include that portion of Recyclables which is accepted and Processed at the IPF, but which is not converted into Recovered Materials.

**Section 15.04** Procedure for Disposing of Residue from Processing Recyclables at the IPF

- a) Omni shall be responsible to place and store all Residue in designated roll-off container(s) provided by the Authority. Residue shall be segregated and stored separately from Rejects.
- b) The Authority shall be responsible to weigh and transport the Residue to the Landfill and dispose of it at no charge to Omni for Residue tonnages up to the Allowable Residue Limit.

**Article XVI. MIXED GLASS**

Section 16.01 General

- a) If Omni can demonstrate that Mixed Glass color cullet meets the beneficiation markets specifications, the Authority will accept, on a Billing Year basis with prior authorization, Mixed Glass from Processing Recyclables Received by Omni at the IPF, Omni-owned or operated MRFs, or Merchant Tonnage up to the maximum amount of twenty-two percent (22%) of the total tonnage of Recyclables Received by Omni at the IPF from the prior Billing Year.
- b) If the Allowable Mixed Glass Limit is exceeded during any Billing Year, Omni shall be charged the per Ton Mixed Glass Fee as stated in Section 17.04.
- c) Omni shall be charged a per Ton fee, as stated in Section 17.04, for material Processed by Omni and disposed of at the Landfill that does not meet the definition of Mixed Glass. Continued delivery of excessively Contaminated Mixed Glass may result in revocation of Mixed Glass disposal access at the Landfill.
- d) The Authority, with prior authorization, can accept from Omni owned or operated MRFs or Merchant Tonnage, an additional 500 Tons per month of Mixed Glass. Omni shall be charged a per Ton fee, as stated in Section 17.04, and shall be responsible for all hauling costs associated with the transportation of any additional Tons of Mixed Glass from Omni owned MRFs.

Section 16.02 Procedure for Disposing of Mixed Glass from Processing Recyclables at the IPF

- a) Omni shall be responsible to for the equipment and labor to load Mixed Glass into Authority provided roll-off container(s).
- b) The Authority shall be responsible to weigh and transport Mixed Glass to the Landfill for beneficial reuse purposes.

**Article XVII. FINANCIAL TERMS**

Section 17.01 Processing Fee

- a) The Authority shall pay Omni a Processing Fee based upon the Tons of Recyclables, as determined by the difference between the gross weight and the tare weight of Designated Hauler trucks loaded with Recyclables, as weighed at the Authority's truck scales, Received by Omni. The Processing Fee covers the costs for all of Omni's responsibilities under this Agreement, including Receiving, Processing, and Marketing of Recovered Materials, general and administrative expenses, and overhead.



- b) The Processing Fee from January 1, 2024 through December 31, 2024 shall be \$63.50 per Ton.
- c) The Processing Fee from January 1, 2025 through December 31, 2025 shall be \$63.50 per Ton plus an increase not less than four percent (4%) or greater than six percent (6%) based upon the average of the Employment Cost Index, Private Industry Compensation ("ECI") [<https://www.bls.gov/charts/employment-cost-index/compensation-in-private-industry-and-state-and-local-government-12-month-percent-change.htm>] and the Producer Price Index Commodity Data, Series ID: WPUFD4, Not Seasonally Adjusted ("PPI") [<https://data.bls.gov/cgi-bin/srgate>] for the preceding twelve (12) month period ending August 2024.
- d) The Processing Fee from January 1, 2026 through December 31, 2026 shall be based upon the January 1, 2025 through December 31, 2025 per Ton Processing Fee plus an increase not less than four percent (4%) or greater than six percent (6%) based upon the average of the Employment Cost Index ("ECI") and the Producer Price Index ("PPI") for the preceding twelve (12) month period ending August 2025.
- e) The Processing Fee from January 1, 2027 through December 31, 2027 shall be based upon the January 1, 2026 through December 31, 2026 per Ton Processing Fee plus an increase not less than four percent (4%) or greater than six percent (6%) based upon the average of the Employment Cost Index ("ECI") and the Producer Price Index ("PPI") for the preceding twelve (12) month period ending August 2026.
- f) The Processing Fee from January 1, 2028 through December 31, 2028 shall be based upon the January 1, 2027 through December 31, 2027 per Ton Processing Fee plus an increase not less than four percent (4%) or greater than six percent (6%) based upon the average of the Employment Cost Index ("ECI") and the Producer Price Index ("PPI") for the preceding twelve (12) month period ending August 2027.

Section 17.02      Infrastructure Impact Fee

- a) The Infrastructure Impact Fee is further defined and established in Exhibit "A".

Section 17.03      Rejects Fee

- a) The Authority shall transport and dispose of Rejects at \$0.00 per Ton.

Section 17.04      Residue Fee

- a) If Omni Processes Recyclables at the IPF at any point during the Agreement term, the Authority shall accept and transport Residue, up to the Allowable Residue Limit, at \$0.00 per Ton.
- b) If Omni Processes Recyclables at the IPF at any point during the Agreement term and the weight of Residue disposed of at the Landfill, less all Rejected or Hazardous Materials mutually agreed to between both Parties, exceeds the Allowable Residue Limit during any Billing Year, Omni shall be charged the effective Type 10 – Municipal Waste per Ton fee posted by CMCMUA during that Billing Year.

- c) The Parties agree the calculations of the Residue Fee shall be completed by January 31st of the following Billing Year.
- d) If the Allowable Residue Limit is exceeded in any Billing Year, Omni shall remit payment to the Authority with forty-five (45) calendar days.

**Section 17.05      Mixed Glass Fee**

- a) In accordance with Section 16.01(a), the Authority will accept and transport Mixed Glass at a cost of \$0.00 per Ton.
- b) Omni shall be charged a per Ton fee of \$10.00 for disposing of Mixed Glass in excess of the Allowable Mixed Glass Limit.
- c) Omni shall be charged the effective Type 10 Municipal Waste per Ton fee at the time of disposal for Mixed Glass that does not meet the definition of Mixed Glass.

**Article XVIII.            REPORTING**

**Section 18.01            Omni shall, on or before the fifteenth (15th) day following the end of each month, submit the following data to the Authority:**

- a) the total daily and monthly Tons of Recyclables, as weighed utilizing the Authority's truck scales, Received by Omni;
- b) the calculation of the total payment (Processing Fee multiplied by the Tons of Recyclables Received by Omni) due to Omni.
- c) the weight of Mixed Glass hauled by the Authority from the IPF to the Landfill, if applicable;
- d) the weight of Mixed Glass hauled by Omni from other owned and operated MRF's to the Landfill, if applicable;
- e) the weight of Rejects, in Tons;
- f) the weight of Residue, in Tons, Residue rate (in percentage) and cumulative annual total of Residue, in Tons.

**Section 18.02            Monthly Report Reconciliation**

- a) The Authority shall have an opportunity to review and comment on the contents of the Monthly Report prepared for each month prior to the Monthly Report being deemed complete.
- b) Omni must promptly correct all errors or omissions accurately identified by the Authority.
- c) Any errors or omissions not corrected in a timely manner shall be disputed only in good faith by the Authority and shall not be subject to Authority reimbursement until reconciled. All undisputed portions of the bill shall be paid in accordance with Article XIX.

**Article XIX.            PAYMENT**

**Section 19.01            No payment will be made unless duly authorized by the CMCMUA's authorized**

representative and accompanied by proper documentation.

Section 19.02 Payment will be made in accordance with the procedures detailed in Section 19.04. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this Agreement.

Section 19.03 Public funds may be used to pay only for goods delivered or services rendered. The CMCMUA shall not pay penalties and/or interest on overdue bills unless otherwise required by law. An employee of the CMCMUA is not authorized to sign a Letter of Credit or any other document that represents a legal commitment on the part of the CMCMUA to pay additional fees.

Section 19.04 Regular scheduled meetings of the CMCMUA's Board of Commissioners are held typically on the first and third Wednesday of each month with the exception of July of each calendar year. Please refer to [www.cmcmua.com](http://www.cmcmua.com) for the current meeting schedule. Omni must submit a signed Voucher/Purchase Order with a detailed invoice and all supporting documentation in order to receive payment. Invoices received at least twenty (20) days prior to a regular scheduled meeting will be presented to the Board of Commissioners for approval at said meeting. Within five (5) business days following the meeting of the CMCMUA's Board of Commissioners, a copy of the meeting minutes, which include formal action approving payment of invoices, will be forwarded to the Board of County Commissioners. The Board of County Commissioners then has ten (10) days to veto any action taken by the CMCMUA's Board of Commissioners, including the formal action of approving payment of invoices. If no action is taken by the Board of County Commissioners within said ten (10) days, then the CMCMUA's Board of Commissioners meeting minutes, including the formal action of approving payment of invoices, shall be deemed to be approved. Checks will be mailed within three (3) days after final approval.

Section 19.05 If the CMCMUA challenges or disputes a bill or any portion of a bill presented for payment by Omni, then the CMCMUA will, in prompt and timely manner, provide Notice to Omni what amount is to be withheld, the reasons for the withholding and what steps should be taken to cure the deficiency.

Section 19.06 Separate from the Monthly Reporting and payment requirements set forth in Article XVIII, each month, Omni shall submit payment for Excess Mixed Glass in the form of a check.

## **Article XX. LIQUIDATED DAMAGES**

Section 20.01 The Authority and Omni recognize that this work is essential to the compliance of New Jersey Solid Waste and Recycling regulations and the Authority will suffer significant financial loss if the work is not completed within the terms of this Agreement. Should Omni fail to complete the work subject to this Agreement, or any part thereof, in the time agreed upon in the Agreement, Omni shall reimburse the Authority for the additional expense and damage for each calendar day, Saturdays, Sundays and Holidays included, that the Agreement or any part is uncompleted, or until the effective date of termination of the Agreement.

Section 20.02 Omni recognizes that delays, expenses and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by the Authority if the work is not completed within the term of this Agreement. Accordingly, instead of requiring any such proof the Authority and Omni agree that as liquidated damages for delay (not as penalty), Omni shall pay the Authority one thousand dollars (\$1,000.00) for each calendar day (the "Liquidated Damages") that Omni is unable to perform work within the terms of this Agreement. It is agreed that the amount of additional expenses incurred and further actual, incidental or consequential damages for the incomplete work by Omni is the per-diem rate. The per-diem rate is hereby agreed upon as a reasonable estimate of the losses the Authority will experience in the event that Omni is unable to fulfill the contractual obligations.

Section 20.03 It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as Liquidated Damages. The Authority shall have the right to deduct such damages from any amount due, or that may become due Omni, or the amount of such damages shall be due and collectible from Omni.

Section 20.04 In the event of a material Default, abandonment by Omni or termination of Omni by the Authority for "Events of Default" or "Events of Default – Receiving", Omni shall be liable for Liquidated Damages plus all actual, incidental or consequential damages suffered by the Authority not covered by these Liquidated Damages until the project is completed by another Contractor.

#### **Article XXI. GENERAL CONDITIONS**

Section 21.01 All documents prepared pursuant to this Agreement are considered public documents and no restrictions shall be placed on any such documents, or the use thereof. Such documents shall remain on file with the Authority and be subject to the legal requirements of the New Jersey Open Public Records Act and Common Law Right to Know.

Section 21.02 In the event that Omni fails to furnish and deliver the services set forth under this Agreement, the CMCMUA reserves the right to procure these services, for its needs, in the open market and charge the excess cost above the Processing Fee, as contained in Article XVII, if any, to Omni.

Section 21.03 In case of default by Omni, the CMCMUA may procure the goods or services from other sources and hold Omni responsible for any excess cost. The Authority may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in the Authority's sole opinion shall be required for the completion of the Agreement.

#### **Article XXII. INSURANCE REQUIREMENTS**

Section 22.01 Insurance certificates shall be furnished by Omni to the Authority providing the following minimum coverage, naming the Authority as "additional insured" by Endorsement with primacy coverage. Thirty (30) days written notice shall be provided by the insurance company to the Authority before any Insurance

Coverage is cancelled. Any deductibles required by Omni's insurance shall be the responsibility of Omni.

<u>Coverage</u>	<u>Limits</u>
<b>Commercial General Liability (Occurrence Basis)</b>	
General Aggregate	\$3,000,000
Products-Comp/OP Agg.	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$3,000,000
<b>Automobile Liability (Combined Single Limit)</b>	
Any Auto	\$1,000,000
Hired Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
<b>Environmental Liability (Occurrence Basis)</b>	
Environmental Liability	\$1,000,000

Section 22.02 Other Insurance Requirements

- a) Omni shall provide proof of adequate Worker's Compensation and Employer's Liability Insurance as required by State and Federal laws.

**Workman's Compensation and Employer's Liability Insurance**

<u>Coverage</u>	<u>Limits</u>
Workman's Compensation	Statutory Limits
Employer's Liability – Each Accident	Statutory Limits
Employer's Liability Disease – Policy Limit	Statutory Limits
Employer's Liability Disease – Each Employee	Statutory Limits

**Article XXIII. RECORD RETENTION**

Section 23.01 Pursuant to N.J.A.C. 17.44-2.2, Omni shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request

**Article XXIV. OTHER PROVISIONS**

Section 24.01 The CMCMUA and Omni agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

a) Omni shall:

- i. Not use or disclose protected health information other than as permitted or required by law.
- ii. Use appropriate safeguards to protect the confidentiality of the information.
- iii. Report any use or disclosure not permitted.

Section 24.02      Omni, by execution of the Agreement, shall thereby indemnify and hold the CMCMUA harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of Omni to comply with the requirements of HIPAA or any other statute or case law protecting the privacy of persons using its services.

Section 24.03      Data Security

a) Definitions

- **“Authorized Persons”** means (i) Omni employees who must access Personal or Proprietary Information that is provided by the CMCMUA in order for Omni to provide contracted service; and (ii) Omni’s subcontractors, agents, outsourcers and auditors, etc. who have a need to know or otherwise access Personal or Proprietary Information to enable Omni to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal or Proprietary Information in accordance with the terms and conditions of this Agreement.
- **“Personal Information”** means information that is provided to Omni by the CMCMUA, in the course of Omni’s performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers (including social security number, driver’s license number or state-issued identified number), passwords or PINs, (iii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account; or (iii) biometric or health data of an individual. (The CMCMUA’s business contact information is not by itself deemed Personal Information.)
- **“Proprietary Information”** means confidential information belonging to the CMCMUA such as schematics, user accounts, software information, and any other information that is not deemed as “Personal Information” belonging to the CMCMUA or the CMCMUA’s Employees.
- **“Security Breach”** means any incident that results in the unauthorized use or access of data, applications, services, networks and/or devices, which compromises either the security, confidentiality or integrity of the CMCMUA’s Information or the physical, technical, administrative or



organizational safeguards put in place by Omni or any of Omni's Authorized Persons.

b) Security Breach Notification

- In the event of any actual or suspected Security Breach suffered by Omni or in which Omni learns, with regard to any materials associated with the CMCMUA, that either compromises or could compromise the CMCMUA's Data, CMCMUA's Transaction data, Proprietary Information, or CMCMUA's employee Personal Information has occurred, whether the incident originates with Omni or externally, Omni shall (a) within 24 hours of discovery, notify the CMCMUA with both a written email to [breach@cmcmua.com](mailto:breach@cmcmua.com) and telephone confirmation to Mr. Branden Kelly, IT Director, (609) 465-9026 ext.8888; provided, however, that Omni has not been instructed by legal or regulatory authorities to keep the Security Breach confidential. Except as may be strictly required by law, Omni agrees that it use its best efforts to consult with the CMCMUA prior to informing any third party of any such Security Breach; however, if such disclosure is required by law, Omni agrees to consult with the CMCMUA regarding the content of such disclosure; (b) use continuous, commercially reasonable best efforts to correct the Security Breach; (c) provide the CMCMUA with interim and final written reports as the CMCMUA or the CMCMUA's Security Breach consultant requires; and (d) document the Security Breach and provide the CMCMUA with a detailed incident response log.
- In the event of any Security Breach, the CMCMUA shall have the right to immediately suspend accepting transactions, communications, and data from Omni; provided, however, that the CMCMUA will use commercially reasonable best efforts to limit any such suspension (both in terms of the period of time of the suspension and the scope of transactions impacted) to only that which is reasonably necessary to permit the CMCMUA to investigate the severity of the Security Breach, devise a remedy or otherwise secure the CMCMUA's data.
- The CMCMUA shall have the right to terminate this Agreement immediately upon Notice to Omni, at no cost or liability to the CMCMUA, if Omni fails to notify the CMCMUA of a Security Breach, fails to follow the CMCMUA or the CMCMUA's Security Breach consultant Security Breach remedy and/or data securing procedures, or in the sole determination of the CMCMUA or the CMCMUA's Security Breach consultant that the extent of the Security Breach adversely impacts Omni ability to perform the services of the Agreement.
- Omni will comply and cooperate with any requests made by the CMCMUA to help protect the CMCMUA's Data, CMCMUA's Transaction data, CMCMUA's employee Personal Information and/or Proprietary Information and reduce its liability and as necessary to comply with applicable laws.

**Article XXV. GENERAL LEGAL PROVISIONS**

Section 25.01 It is further mutually agreed by the Parties hereto:

- a) That all claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, may be decided by arbitration, if both Parties mutually agree to use this mechanism to resolve disputes. Either CMCMUA or Omni may initiate a request for such arbitration. No arbitration arising out of or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement. If both Parties mutually agree to use arbitration, then such controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial (or other) Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- b) If the CMCMUA and Omni do not mutually agree to the use of arbitration to resolve any outstanding claims, counterclaims, disputes and other matters in questions arising out of or relating to this Agreement, then resolution of said dispute shall be decided by a court of competent jurisdiction in the State of New Jersey, specifically the Superior Court of New Jersey, Atlantic/Cape vicinage.
- c) That in the event of any action brought by either Party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing Party shall pay the prevailing Party such reasonable amounts for fees including but not limited to counsel fees, expert witness fees and other costs and expenses as may be set by the court hearing the dispute.
- d) That in the event any provisions of this Agreement shall be held to be impossible, invalid, and unenforceable, the remaining provisions shall be valid and binding upon the Parties hereto. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of subsequent breach of the same by the other Party.
- e) That this Agreement is to be binding on the heirs, successors, and assigns of the Parties hereto and is not to be assigned by either Party without first obtaining the written consent of the other, such consent not to be unreasonably withheld, conditioned or delayed. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning Party, and delivers such written assumption to the other original Party to this Agreement.
- f) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CMCMUA and Omni.
- g) This Agreement shall be governed by the laws of the State of New Jersey.
- h) As long as this Agreement is not otherwise terminated in accordance with the terms contained herein, this Agreement shall remain in full force and effect until December 31, 2028.

**Article XXVI. GUARANTY AGREEMENTS**

Section 26.01 Omni shall furnish the CMCMUA with an executed Performance and Payment Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the CMCMUA. The Performance and Payment Bond, as security that guarantees the full, complete, and faithful performance by Omni of all of its obligations under this Agreement, shall comply with N.J.S.A. 2A:44-147. The Performance and Payment Bond shall be submitted at least thirty (30) calendar days prior to the expiration date of the Performance and Payment Bond

then in effect. The amount of the Performance and Payment Bond shall be determined by multiplying the Processing Fee in effect by the prior year's tonnage Received.

Section 26.02 Omni shall require the attorney-in-fact who executes the required Performance and Payment Bond on behalf of the Surety to affix thereto a certified and current copy of the attorney-in-fact power of attorney.

**Article XXVII. NEW JERSEY BUSINESS REGISTRATION ACT COMPLIANCE**

Section 27.01 Omni is required to be registered with the State of New Jersey and shall comply with all requirements of the New Jersey Business Registration Act, as applicable (P.L. 2004, C.57).

**Article XXVIII. EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION AND AMERICANS WITH DISABILITIES ACT**

Section 28.01 Omni shall abide by the provisions of all Federal, State, County and local equal employment opportunity and affirmative action programs, including, but not limited to, the Americans with Disabilities Act of 1990.

**Article XXIX. INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS**

Section 29.01 Each Party (the "Indemnifying Party") shall protect, indemnify, and hold harmless the other Party , its officers, officials, employees, agents and consultants, (collectively, the "Indemnified Parties"), from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the Indemnified Parties in any proceeding or suit, including appeals for personal injury to, or death of, any person or persons, or for loss or damage to property, arising out of the negligent acts or omissions of the Indemnifying Party in its performance (or breach or non-performance) of the Indemnifying Party's obligations under this Agreement. The Indemnifying Party is not, however, required to protect, indemnify or hold harmless any Indemnified Parties for loss or claim resulting from performance (or non-performance) of the Indemnified Parties obligations under this Agreement or the negligence or willful misconduct of any Indemnified Party. The Indemnifying Party's indemnity obligation is for the exclusive benefit of the Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. The protection afforded to the Indemnified Parties by the Indemnifying Party by this paragraph shall not be limited, in any way, by any limitation elsewhere in this Agreement with respect to the other remedies provided herein.

**Article XXX. RELATIONSHIP**

Section 30.01 Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Omni and the Authority.

Section 30.02 Except as may be specifically agreed to in writing, Omni will at all times be an

independent contractor and in no way will it be an employee or agent of the Authority. Omni shall not in any manner whatsoever commit the Authority to any obligation regardless of the nature thereof.

**Article XXXI. ENTIRE AGREEMENT AND MODIFICATION**

Section 31.01 This Agreement and the Exhibits attached hereto constitute the entire understanding and agreement between the Parties and may not be changed, altered or modified except by an instrument in writing signed by all Parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

**Article XXXII. ASSIGNMENT**

Section 32.01 Except as may be expressly provided otherwise in this Agreement, the Authority and Omni shall have no right, power or authority to assign this Agreement or any portion thereof without prior written approval of the other Party, except that the Authority may assign as security its rights hereunder.

Section 32.02 It is understood by all Parties that if, during the life of the Agreement, Omni disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new business Owner(s) will be required to submit all documentation/legal instruments that were required in the Agreement. Any change shall be approved by the CMCMUA.

**Article XXXIII. NOTICE**

Section 33.01 All Notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder given by either Party to the other, shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by United States Certified Mail, return receipt requested, postage prepaid, (3) sent by a national overnight delivery service with return receipt, delivery charge prepaid, or (4) in the case of a facsimile, if sent to the telephone number (s) set forth below during normal business hours of the receiving Party and followed within forty-eight (48) hours by delivery of hard copy of the material sent by facsimile, in accordance with (1), (2), or (3) above. Personal service shall include, without limitation, service by courier service and service by facsimile transmission. Notices sent by United States Certified Mail as set forth above shall be effective three (3) business days after the date deposited with the United States Postal Service, postage prepaid. Notices sent by national overnight delivery service shall be effective one (1) business day after acceptance by such delivery service for delivery, marked for next day delivery. Notices sent by fax shall be effective on the date sent, if prior to 4:00 P.M. (prevailing Eastern Time) on a weekday that is not a federal or state holiday.

If to the CCMUA, the same shall be addressed to:

- (1) Attn: Executive Director  
Cape May County Municipal Utilities Authority  
1523 Route 9 North  
Cape May Court House, New Jersey 08210  
Fax # (609) 465-9025

with a copy to:

- (2) Howard C. Long, Jr., General Counsel  
Wade, Long, Wood & Long, LLC  
1250 Chews Landing Road  
Laurel Springs, New Jersey 08021  
Fax # (856) 346-1910  
Email: [hlong@wlwklaw.net](mailto:hlong@wlwklaw.net)

If to Omni, the same shall be addressed to:

- (3) Omni Recycling Group, LLC  
408 Lambs Road  
Pitman, NJ 08071  
Attn: Kevin F. Carducci, CEO  
Fax# (856) 582-1229

with a copy to:

- (4) Salt Creek Capital  
2055 Woodside Road, Suite 250  
Woodside, CA 94061  
Attn: Bobby Sheth, Managing Director  
Email: [bobby@saltcreekcap.com](mailto:bobby@saltcreekcap.com)

#### **Article XXXIV. COUNTERPARTS**

Section 34.01 This Agreement may be executed in more than one counterpart each of which shall be deemed to be an original.

#### **Article XXXV. SEVERABILITY**

Section 35.01 In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to, this Agreement or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give, effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action remain in full force and effect.

**Article XXXVI.**

**WAIVER**

Section 36.01

The Authority shall not be liable to Omni or its employees for any injuries to Contractor's employees arising out of the performance of the Agreement, provided such injury or injuries did not result from negligence or failure to perform on the part of the Authority or any of the Authority's Subcontractors. Omni agrees to waive any and all rights of recovery from the Authority for worker's compensation claims made by its employees and shall ensure that its worker's compensation insurance policy is endorsed with such a waiver whereby the insurer gives up its right to subrogate claims against the Authority. Furthermore, Omni agrees that the indemnification and hold harmless provisions within this Agreement extend to any claims brought by or on behalf of any employee of Omni.

Section 36.02

Omni shall not be liable to the Authority or any of its employees for any injuries to the Authority's employees arising out of the performance of this Agreement, provided such injury or injuries did not result from negligence or failure to perform on the part of Omni or any of Omni's Subcontractors. The Authority agrees to waive any and all rights of recovery from Omni for workers' compensation claims made by its employees and shall ensure that its worker's compensation insurance policy is endorsed with such a waiver whereby the insurer gives up its rights to subrogate claims against Omni. Furthermore, the Authority agrees that the indemnification and hold harmless provisions within this Agreement extend to any claims brought by or on behalf of any employee of the Authority.

**Article XXXVII.**

**SURVIVAL**

Section 37.01

The Indemnification and Hold Harmless and Waiver provisions set forth in Article XXIX shall survive termination of this Agreement.



WITNESS:

\_\_\_\_\_

Date: \_\_\_\_\_

**OMNI RECYCLING GROUP, LLC**

\_\_\_\_\_  
Kevin F. Carducci  
Chief Executive Officer

WITNESS:

\_\_\_\_\_

Date: \_\_\_\_\_

**CAPE MAY COUNTY MUNICIPAL  
UTILITIES AUTHORITY**

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

## Exhibit A

### Merchant Tonnage

- 1) Omni will have, at its sole discretion, the ability to secure delivery of Merchant Tonnage to the IPF for Processing.
- 2) Omni receiving and processing of Merchant Tonnage shall not impact Omni's ability to efficiently Receive and Process Recyclables subject to the terms and conditions of this Agreement.
- 3) Omni shall compensate the Authority for processing Merchant Tonnage at the IPF, as well as for disposing of Residue from processing Merchant Tonnage that conforms to Exhibit "A" 3(b)ii, in accordance with the following:

- a) Infrastructure Impact Fee

- i) Omni shall be assessed an Infrastructure Impact Fee of \$1.00, on a per Ton basis, for Merchant Tonnage Received and processed at the IPF from January 1<sup>st</sup> through December 31<sup>st</sup> in excess of fifteen thousand (15,000) Tons.

(1) For example, if Omni Receives and processes 17,500 Tons of Merchant Tonnage during the period of January 1<sup>st</sup> through December 31<sup>st</sup>, Omni shall compensate the Authority,

$$(17,500 \text{ Tons} - 15,000 \text{ Tons}) * \$1.00 = \$2,500.00$$

- ii) Omni shall submit payment to the Authority by February 15<sup>th</sup> of the following year.

- b) Residual Disposal

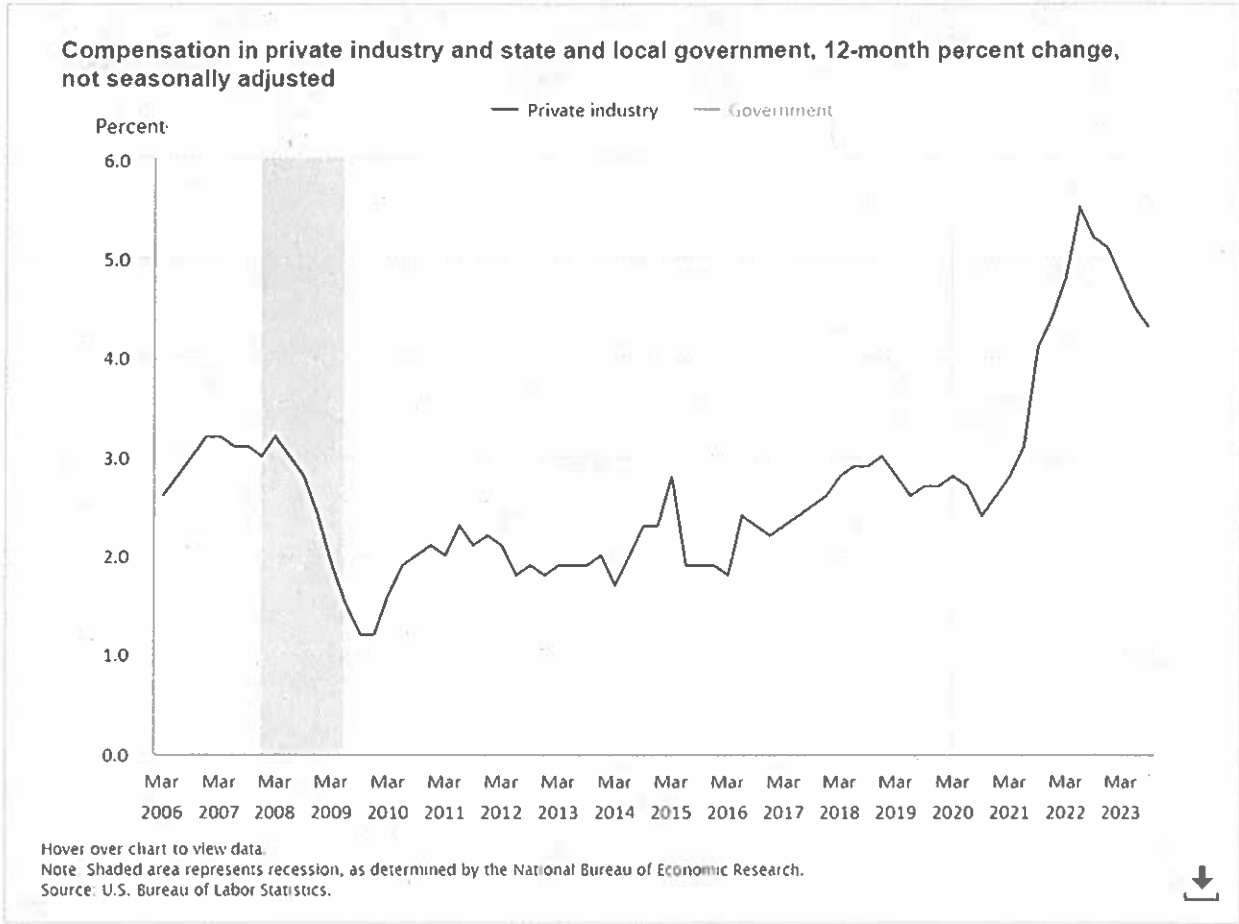
- i) Omni will be responsible for the coordination and disposal of all Residue generated from Merchant Tonnage processed at the IPF.
- ii) If Merchant Tonnage originating from one or more Pinelands municipalities or from one or more non-Pinelands municipalities located within Atlantic, Burlington, or Ocean counties is received and processed at the IPF, Omni will have the option to dispose of the Residue at the Landfill.

(1) The Authority shall transport said Residue at no cost, in accordance with the procedures established in Article XV. Omni shall be charged the Type 10 per ton rate published by the CMCMUA in effect at the time.

- iii) The Authority shall not accept for disposal at the Landfill, any Residue generated from processing Merchant Tonnage at the IPF originating outside of the geographic locations described in Section 3(b)ii above. Omni shall be solely responsible for, including but not limited to, all costs associated with the furnishing of all labor, materials, supplies, equipment, and tipping fees to properly dispose of said Residue.
- iv) The determination of the amount of Residue that is attributed to the Merchant Tonnage shall be determined by a weight-based audit. The protocol for the weight-based audit shall be mutually agreed to by CMCMUA and Omni however, the protocol must simulate normal operating conditions.

### Exhibit 1 – Employment Cost Index (ECI)

[<https://www.bls.gov/charts/employment-cost-index/compensation-in-private-industry-and-state-and-local-government-12-month-percent-change.htm>]



## Exhibit 2 – Producer Price Index (PPI)

[<https://data.bls.gov/cgi-bin/srgate>]

### PPI Commodity Data

Series Id: WPUFD4  
 Not Seasonally Adjusted  
 Series Title: PPI Commodity data for Final demand, not seasonally adjusted  
 Group: Final demand  
 Item: Final demand  
 Base Date: 200911

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	108.3	108.8	109.1	109.0	108.8	109.2	109.5	109.5	109.4	109.7	109.4	109.3
2014	109.7	110.1	110.8	111.0	111.1	111.2	111.6	111.6	111.1	111.4	110.8	110.3
2015	109.7	109.5	109.8	109.8	110.2	110.6	110.8	110.5	109.9	109.8	109.4	109.1
2016	109.7	109.6	109.7	110.0	110.2	110.8	110.8	110.5	110.6	111.0	110.8	111.0
2017	111.6	111.8	112.1	112.7	112.7	112.9	113.0	113.2	113.5	114.1	114.1	113.8
2018	114.5	114.9	115.4	115.7	116.2	116.6	116.8	116.6	116.6	117.6	117.1	116.8
2019	116.7	117.1	117.7	118.5	118.6	118.5	118.7	118.8	118.3	118.8	118.3	118.4
2020	119.0	118.4	118.1	116.7	117.3	117.7	118.4	118.5	118.7	119.5	119.3	119.4
2021	120.9	121.9	123.0	124.3	125.5	126.6	127.824	128.755	129.116	130.097	131.090	131.344
2022	133.074	134.581	137.341	138.179	139.419	140.819	140.284	139.965	140.066	140.740	140.785	139.780
2023	140.713	140.956	140.995	141.303	140.912	141.181	141.990(P)	142.846(P)	143.089(P)	142.619(P)		

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

**RIDER TO THE AGREEMENT BY AND BETWEEN THE CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY AND OMNI RECYCLING GROUP, LLC TO  
PROVIDE PROCESSING AND MARKETING SERVICES OF SINGLE STREAM  
RECYCLABLE MATERIALS FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES  
AUTHORITY'S SOLID WASTE MANAGEMENT PROGRAM**

This Rider to the Agreement By and Between The Cape May County Municipal Utilities Authority and Omni Recycling Group, LLC to Provide Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Cape May County Municipal Utilities Authority**, a body corporate and politic organized under the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1 et seq.), whose present address is 1523 Route 9, North, Cape May Court House, NJ 08210, ("CMCMUA"), and **Omni Recycling Group, LLC**, whose present address is 408 Lambs Road, Pitman, NJ 08071, ("Omni"). CMCMUA and Omni are referred to collectively as the Parties.

**WHEREAS**, the CMCMUA owns property located at 2050 Dennisville-Petersburg Road, also known as the Daniel Riley Environmental Complex ("Environmental Complex"); and

**WHEREAS**, within the Environmental Complex, the CMCMUA has identified Block 123, Portion of Lot 1, ("Property") on the official tax map of the Borough of Woodbine, County of Cape May, State of New Jersey, the Intermediate Processing Facility Building ("IPF Building"), which is situate on the Property, and the IPF Equipment installed inside the IPF Building, as available for use.

**NOW THEREFORE FOR AND IN CONSIDERATION** of the mutual covenants, promises, and agreements set forth herein, the Parties do hereby covenant and agree that:

1. **Demise.** The CMCMUA agrees to permit the Property, IPF Building, and IPF Equipment to be utilized by Omni for the purposes of processing and marketing of recyclable materials in accordance with the Agreement, the Local Public Contracts Law, specifically the meaning as set forth in N.J.S.A. 40A:11-5(s), and in accordance with the terms, conditions, and restrictions as described in this Section.
  - a. **Ownership.** The CMCMUA represents that it is the owner of the Property, IPF Building, and IPF Equipment and has the right and authority to execute and deliver this Rider and authorize the use of the facilities and equipment (including, without limitation, the Property, IPF Building, and IPF Equipment). The Property, IPF Building, and IPF Equipment are and shall be owned by the Authority throughout and following the Term and Omni shall have no ownership interest herein. Omni shall perform the services specified in the Agreement as an independent contractor and shall not have any legal, equitable, tax beneficial or other ownership interest in the Property, IPF Building or IPF Equipment; however, Omni shall have its licensing rights to utilize the IPF Building and operate the IPF Equipment and shall have sole ownership of all equipment and any rolling stock it installs or provides.
  - b. **Use of Property, IPF Building, and IPF Equipment.** During the Term, Omni shall have the exclusive right to enter upon, occupy and use the Property, IPF Building, and IPF Equipment to operate, maintain, repair, replace, manage, design, construct, install, start-up and test its installed and provided equipment, all to provide the services in accordance with the Agreement, and for no other purposes.

- c. **Quiet Enjoyment.** CMCMUA covenants that Omni, upon performing and complying with all the terms, conditions, restrictions, covenants, promises and agreements contained in this Rider, peaceably and quietly shall have, hold and enjoy the Property, IPF Building, and IPF Equipment for the Term.
  - d. **Assignment and Subletting.** Omni may not do any of the following without CMCMUA's written consent: (1) assign this Rider (if Omni is a corporation, the sale of a majority of its shares shall be treated as an assignment) to any third party other than an affiliate of Omni, or (2) permit use of any and all parts of the Property, IPF Building, and IPF Equipment to any third-party other than an affiliate of Omni, who will assume the obligations under this Rider.
  - e. **CMCMUA's Right of Access.** CMCMUA's agents, employees or other representatives may enter upon the Property and enter into the IPF Building for the following purposes at reasonable times and upon twenty-four (24) hour notice, provided that, CMCMUA and its agents, employees or other representatives shall not interrupt, impair, or disturb the business operations of Omni:
    - i. **Inspection.** CMCMUA may inspect the Property, IPF Building, and IPF Equipment.
    - ii. **Repairs.** CMCMUA may enter upon the Property and into the IPF Building to make necessary repairs, alterations or improvements.
    - iii. **Right to Show.** CMCMUA's employees, agents or other representatives may show the Property or IPF Building to persons within three (3) months prior to the date of termination of the Term.
    - iv. **Codes and Keys.** Omni shall receive prior authorization from the CMCMUA to change, re-key, or replace a lock. Omni, at Omni's sole cost and expense, shall immediately give CMCMUA a copy of the key for each lock that Omni changes, re-keys, or replaces. Omni shall provide CMCMUA with a separate and distinct alarm access code to the IPF Building for CMCMUA's sole use.
2. **Licensing Fee.** The Licensing Fee for Omni's utilization of the Property, IPF Building, and IPF Equipment for the Term is one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.
3. **Property.** The CMCMUA hereby grants Omni a license to use, in the performance of services in accordance with the Agreement, the Property which is identified as Block 123, Portion of Lot 1, Borough of Woodbine, County of Cape May, State of New Jersey, commonly known as the Intermediate Processing Facility Site. The Property is further identified in a plan titled "Lease Area – Cape May County Solid Waste", dated January 30, 2023, prepared by Consulting Engineer Services and legal description of the Property titled "Lease Area – Cape May County Solid Waste, Block 123, Portion of Lot 1", dated February 1, 2023, prepared by Consulting Engineer Services. A copy of the survey showing the Property is attached to this Rider as Exhibit "A". A copy of the legal description of the Property is attached to this Rider as Exhibit "B".
- a. **Parking.** Omni may utilize the parking lot/spaces associated with the Property.



- b. Condition of the Property.** Based upon its review, inspection, and other inquiries and investigations made by Omni of the Property prior to the commencement of the Agreement, which Omni acknowledges to be sufficient for this purpose, Omni assumes the risk of the adequacy and sufficiency of the 'as-is' condition of the Property.
- 4. IPF Building.** The CMCMUA hereby grants Omni a license to use, in the performance of services in accordance with the Agreement, the IPF Building which is situate on the Property.

  - a. Loading/Unloading Area.** Omni may utilize the loading/unloading area associated with the IPF Building.
  - b. Condition of the IPF Building.** Based upon its review, inspection, and other inquiries and investigations made by Omni of the IPF Building prior to the commencement of the Agreement, which Omni acknowledges to be sufficient for this purpose, Omni assumes the risk of the adequacy and sufficiency of the 'as-is' condition of the IPF Building except as set forth in this Rider; provided that (i) CMCMUA represents and warrants that all mechanical, electrical, and plumbing components and systems are in good, working and operational condition; (ii) CMCMUA shall provide evidence of the repair and/or replacement of the roof to the reasonable satisfaction of Omni prior to the commencement of the Term (the "Roof Work"), and (iii) representatives of Omni and CMCMUA shall walk through the IPF Building upon the commencement of the Term and shall determine any additional operationally impactful matters requiring corrective action by CMCMUA, at CMCMUA's sole cost and expense; and (iv) the fire suppression system to be in good working order and certified by all applicable governmental agencies.
- 5. IPF Equipment.** The CMCMUA hereby grants Omni a license to use, in the performance of services in accordance with the Agreement, the IPF Equipment, as identified in the "Equipment List" of the Machinery & Equipment Appraisal Report (Exhibit "C") with the exception of the Mitsubishi Forklift Model # FD35N, and equipment as procured by the CMCMUA due to Catastrophic Failure from commencement of the Term through the ninetieth (90<sup>th</sup>) calendar day. IPF Equipment means machinery, apparatus, articles, materials, and thing of any kind that are operated to process, sort, and bundle recyclables as of the commencement of the Agreement.

  - a. Condition of the IPF Equipment.** Based upon its review, inspection, and other inquiries and investigations made by Omni of the IPF Equipment prior to the commencement of the Agreement, which Omni acknowledges to be sufficient for this purpose, Omni assumes the risk of the adequacy and sufficiency of the 'as-is' condition of the IPF Equipment; provided that, notwithstanding anything to the contrary herein, CMCMUA shall at its sole cost and expense, cause (i) all IPF Equipment to be in good, working and operational condition, and (ii) all applicable IPF Equipment able to run in both manual and automatic mode and shall process 20 tons per hour (collectively, the "IPF Work").
  - b. Operation and Maintenance.** Omni shall be solely responsible for IPF Equipment operation and maintenance in accordance with the terms and conditions of this Rider and Agreement, and in accordance with the Original Equipment Manufacturer ("OEM") Operations & Maintenance Manual for each piece of IPF Equipment.

- c. IPF Equipment Repair.** All IPF Equipment repair(s) subject to the terms and conditions of this Rider and the Agreement, shall not apply to any repair(s) that are the result of negligence or fault on the part of Omni to properly maintain the IPF Equipment, to which Omni shall be solely financially responsible for all IPF Equipment repair(s) or replacement.
- i. Omni shall de-energize, lockout, and give prompt notice to the CMCMUA of inoperable IPF Equipment.
  - ii. "Catastrophic Failure" means the sudden and unexpected failure of any IPF Equipment where (i) such failed IPF Equipment has been maintained in accordance with the OEM Operations & Maintenance Manual and all other applicable requirements of this Rider in all material aspects, and (ii) such failure cannot reasonably be expected, in accordance with industry-based practices, to be corrected with the repair or refurbishment of such failed IPF Equipment within three (3) months after the occurrence of such failure using commercially reasonable efforts.
  - iii. The CMCMUA's total maximum budget over the Term for IPF Equipment repair(s) or replacement of IPF Equipment due to Catastrophic Failure is the IPF Equipment Fair Market Value, "Total M&E Value", with the exception of Storage Bunkers BB-01 – BB-07 and the Mitsubishi Forklift Model # FD35N, of \$1,317,159 ("IPF Equipment Budget") as contained in GCF Business Valuation's "Machinery & Equipment Appraisal" report, dated February 22, 2023.
    1. The CMCMUA shall have the sole and exclusive right to the IPF Equipment Budget.
  - iv. Effective the commencement of the Term through the ninetieth (90<sup>th</sup>) calendar day ("Period #1"), the CMCMUA shall be financially responsible for one hundred percent (100%) of all IPF Equipment repair(s) or IPF Equipment replacement due to Catastrophic Failure. Omni shall be financially responsible for one hundred percent (100%) of all IPF Equipment repair(s) due to Omni's negligence or fault as stated in Section 5c.
    1. The total cost of all IPF Equipment repair(s) or IPF Equipment replacement due to Catastrophic Failure during Period #1 shall be deducted from the IPF Equipment Budget.
      - a. If the IPF Equipment Budget balance is insufficient to pay for IPF Equipment repair(s) or IPF Equipment replacement due to Catastrophic Failure during Period #1, the Parties shall meet and negotiate, in good faith, the efficacy of repair and/or replacement of the identified IPF Equipment.
  - v. Effective the commencement of the Term plus ninety-one (91) calendar days until Termination of the Agreement ("Period #2"), the CMCMUA shall be financially responsible for fifty percent (50%) and Omni shall be financially responsible for fifty percent (50%) of all IPF Equipment repair(s).

1. Omni shall be responsible to reimburse the CMCMUA their 50% share for IPF Equipment repairs as invoiced and performed by the CMCMUA's procured qualified third-party contractor within 45 calendar days.
  2. The total dollar value of the CMCMUA's fifty percent (50%) share of all IPF Equipment repair(s) during Period #2 shall be deducted from the remaining balance of the IPF Equipment Repair Budget from Period #1.
    - a. If the IPF Equipment Repair Budget balance is insufficient to pay for the IPF Equipment repair, Omni, in addition to their fifty percent (50%) share, shall be financially responsible for the balance.
      - vi. If at any time during the Term the IPF Equipment Budget has been fully depleted, Omni shall bear one-hundred percent (100%) of the financial responsibility for all repair(s) and/or replacement(s) of IPD Equipment until Termination of the Agreement.
- d. **Design/Build of Processing Equipment.** Omni shall have the sole and exclusive responsibility and liability for the design, construction, and performance of any and all processing equipment that replaces IPF Equipment. Omni shall pay directly all costs and expenses to acquire and install processing equipment, machinery, apparatus, articles, materials, and things of any kind, and for the safe removal and placement, at the CMCMUA's direction, of IPF Equipment. Omni shall be responsible for obtaining and maintaining all local building permits necessary to construct and/or install processing equipment, and hereby assumes the risk of maintaining such approvals. Title to the processing equipment shall be retained by Omni.
- i. Omni shall provide the CMCMUA with one Hundred and twenty (120) days prior Notice of any removal of IPF Equipment, with the exception being forty-eight (48) hours' Notice due to Catastrophic Failure of IPF Equipment. The CMCMUA shall provide prior written consent, which will not be unreasonably withheld, to Omni of the removal of any and all IPF Equipment.
  - ii. The CMCMUA shall provide Omni with one hundred and twenty (120) days prior Notice to the date of Termination of the Agreement of the CMCMUA's intent to have an appraisal performed on Omni-purchased and installed processing equipment for purchasing consideration. If Omni decides to sell processing equipment pursuant to a bona fide offer from a third-party purchaser, the CMCMUA retains the first right to purchase processing equipment before Omni may sell processing equipment to a third-party purchaser. The CMCMUA will select an independent appraiser that is mutually agreeable to Omni and the CMCMUA. The Parties agree that the purchase price of the processing equipment shall be the Orderly Liquidation Value established by the certified appraiser. If, within fifteen (15) business days after receiving the appraisal from the certified appraiser, the CMCMUA does not provide to Omni Notice of CMCMUA's intent to purchase the processing equipment ("Intent to Purchase Notice") at the

Orderly Liquidation Value, then Omni may proceed with the sale of the processing equipment to the third-party purchaser. If the CMCMUA provides Omni a timely Intent to Purchase Notice, the CMCMUA shall have the sole and absolute right to purchase the processing Equipment at the Orderly Liquidation Value determined by the certified appraiser.

6. **Term.** The term of this Rider (the "Term") commences on \_\_\_\_\_ day of \_\_\_\_\_, 2024 and terminates on the date of termination ("Termination") of the Agreement.
- a. **Surrender of Property, IPF Building, and IPF Equipment.** On the date of Termination of the Agreement, Omni shall vacate the Property and IPF Building and leave the Property, IPF Building, and IPF Equipment in the same condition as existing on the commencement of the Term, reasonable wear and tear appropriate to the permitted use excepted; and shall remove, at its sole cost and expense, all Omni's personal property from the Property and IPF Building; and if requested by CMCMUA, shall remove all improvements made to the Property and IPF Building by Omni (which are not considered permanently attached fixtures and shall become the property of the CMCMUA) and repair all damage done by or in connection with such removal. All property of Omni remaining in the IPF Building after the date of Termination of the Agreement shall be conclusively deemed abandoned and may be removed by CMCMUA, and Omni shall reimburse CMCMUA for the cost of such removal.
- b. **Extension.** The Parties agree that this Rider is not subject to an Extension.
- c. **Final Evaluation of the Property, IPF Building, and IPF Equipment.** Approximately one-hundred and twenty (120) days prior to the expiration of the Agreement, the CMCMUA will deliver a written report to the Omni which evaluates the Property, IPF Building, and IPF Equipment in terms of overall condition in accordance with the provisions of this Rider. The report will set forth any action that may be required to repair the Property, IPF Building, and IPF Equipment. Within fifteen (15) days of delivery of the written report, Omni and the CMCMUA shall mutually agree on the necessary repairs in accordance with the terms of this Rider. All repairs to the Property, IPF Building, and IPF Equipment shall be completed by Omni within sixty (60) days of the agreement on the necessary repairs, but in no event beyond the Termination of the Agreement.
7. **Taxes.** The Property and IPF Building, as owned by the CMCMUA, is exempt from real estate property taxes. If the exemption of the Property and IPF Building from real estate property taxes is lost because of Omni's use of the Property or IPF Building, then Omni shall be solely responsible therefore and promptly pay all the real estate property taxes imposed as a result of Omni's use.
8. **Utilities.** During the Term, Omni shall promptly pay for: exterminator services, janitorial services, electric, gas and/or oil service, telephone, water charges, other utility charges, security alarm/burglar alarm monitoring services, fire alarm/fire alarm monitoring services, and other similar charges attributable to the Property and IPF Building when due.
- a. Electric service to the IPF Building is currently provided by the CMCMUA utilizing renewable energy generated at the Environmental Complex whenever such renewable energy is available. Atlantic City Electric Company shall provide such



of any public authority relating to the safety of persons on the Property and in the IPF Building or their protection from damage, injury or loss; and (d) designate a qualified and responsible member of Omni whose principal place of employment is the IPF Building whose duties shall include safety and the prevention of fires and accidents at the IPF Building and the Property and to coordinate such activities as shall be necessary with Federal, State, local, and municipal officials.

- c. **Written Notice of Incident.** Omni shall promptly repair, provide Notice, and give full details in writing to the CMCMUA of any incidents arising out of its performance of the Agreement which cause injury to persons or damage to the Property, IPF Building, or IPF Equipment or processing equipment.
- d. **Loss Control Inspections.** The CMCMUA shall have the right, but not the duty, to have its own representative visit the Property and IPF Building, without Notice to Omni, for the purpose of conducting safety inspections. Omni shall cooperate in all material respects with the CMCMUA's representative during such inspections, provide access to the Property and IPF Building, provide access to and furnish information reasonably requested which is related to Omni's safety program, and promptly correct any safety hazards that may be identified during such inspections.

Omni shall promptly furnish the CMCMUA with copies of any memorandums, notes, letters, or reports documenting loss control or safety inspections Omni performed on the Property or the IPF Building, or has performed on its behalf.

- 10. **Certificate of Occupancy.** If a Certificate of Occupancy is required, then CMCMUA shall apply for and obtain a Certificate of Occupancy at CMCMUA's sole cost and expense. CMCMUA agrees to cooperate and assist in the process to the extent needed.
- 11. **No Improper Use.** Omni shall not permit the Property, IPF Building, or IPF Equipment to be used for any unlawful purpose other than for its obligations contained in the Agreement.
  - a. Omni shall not use the Property, IPF Building, or IPF Equipment in any manner that results in an increase in the rate of fire or liability of insurance or cancellation of any fire or liability insurance policy on the Property, IPF Building, or IPF Equipment. Omni shall comply with all requirements of insurance companies insuring the Property, IPF Building, or IPF Equipment.
  - b. Omni shall not abandon the Property or IPF Building during the Term or permit it to become vacant for extended periods, provided that Omni may cease operations at the Property or IPF Building from time to time, for any reason and for indeterminate periods of time, and may transfer materials from the IPF Building at Omni's discretion.
  - c. If Omni permanently discontinues the operation of Omni's business in the IPF Building or any part of the IPF Building for any reason not permitted by this Rider, then CMCMUA may terminate this Rider.
- 12. **ADA.** If any use of the Property or IPF Building by Omni triggers the provisions of Americans with Disabilities Act (ADA) or any other federal, state, county or local regulations, rules, codes, ordinances, statutes, laws, orders, decrees, decisions, and other requirements including all amendments and successor or replacement laws now or hereafter in effect, as well as all regulations and interpretations issued under the foregoing governing accessibility by persons with physical disabilities, then Omni shall be solely responsible for complying with those provisions.



- 13. Aesthetic Characteristics.** Omni understands and agrees that the aesthetic characteristics and appearance of the Property and IPF Building are of significant importance to CMCMUA and, therefore, Omni shall ensure consent is received from the CMCMUA prior to any improvements are installed and that any and all improvements will be as unobtrusive as possible and shall not deviate from the drawings or plans submitted to CMCMUA.
- 14. Omni's Responsibilities - General.** Omni shall:
- a. Promptly comply with all laws, orders, and rules, insurance carriers, board of fire underwriters, or similar groups, but only to the extent such laws, orders, rules and requirements apply to the use of the Property, IPF Building, and IPF Equipment by Omni.
  - b. Maintain the Property, IPF Building, IPF Equipment, and processing equipment and all equipment and fixtures in it in good working order consistent with industry standards and practices for similar facilities, reasonable wear and tear and casualty excepted, as cited in Section 21.
  - c. Make all reasonably necessary repairs to the Property, IPF Building, and IPF Equipment and all equipment and fixtures in it caused by the actions of Omni in accordance with New Jersey prevailing wage laws, as applicable.
  - d. Maintain the Property and the IPF Building in a neat, clean, safe and sanitary condition.
  - e. Use all electric, HVAC, plumbing, and other facilities in the IPF Building safely.
  - f. Do nothing to destroy, deface, damage, or remove any part of the Property, IPF Building, or IPF Equipment.
  - g. Keep nothing on the Property or in the IPF Building, other than those chemicals that are used in the ordinary course to satisfy Omni's responsibilities as contained in the Agreement, that is inflammable, dangerous, or explosive or which might increase the danger of fire or other casualty.
  - h. Notify CMCMUA when there are conditions that need repair promptly.
  - i. Not encumber or obstruct the sidewalks, driveways, yards, entrances, hallways or stairs nor suffer same to be encumbered or obstructed, and shall keep and maintain them in a clean condition and free from trash, debris, refuse, snow and ice.
  - j. Consistent with the traffic pattern established for the Environmental Complex by the CMCMUA, maintain signs that adequately identify the IPF Building and enforce traffic patterns established to avoid interference with traffic related to the Environmental Complex. All signage displayed on the Property shall be approved by the CMCMUA and shall not include Omni's name, logo or other identification, unless approved in writing by the CMCMUA.
  - k. Provide janitorial services for the IPF Building. Janitorial services shall be provided to all personnel areas (e.g. locker rooms, washrooms, restrooms, lunch rooms etc.) and for any and all areas routinely accessed by visitors, including the visitor's gallery.

- I. Be solely responsible for security of the Property and IPF Building, and at a minimum, shall include locking of all access gates to the Property and all doors to the IPF Building.
- 15. CMCMUA's Responsibilities – General.** CMCMUA shall:
- a. Maintain the roof and exterior walls of the IPF Building in good condition.
  - b. Make all structural repairs unless these repairs are made necessary by the act or neglect of Omni or Omni's employees.
  - c. Be responsible for transporting trash emanating from the IPF Building as deposited in the CMCMUA dumpster. CMCMUA shall pay expenses involved in complying with the provision.
  - d. Be responsible for procuring and making available the services of a qualified third-party contractor for the purposes of performing repairs to IPF Equipment.
- 16. Supervising Care and Maintenance.** Although the everyday care, maintenance, and safety of the Property, IPF Building, and IPF Equipment are the sole responsibility of Omni, if Omni does not attend to the everyday care, maintenance, and safety of the Property, IPF Building, and IPF Equipment, then CMCMUA may take such actions as CMCMUA deems necessary and charge Omni with the cost of such actions. Omni shall have fifteen (15) days after receipt of Notice from the CMCMUA within which to effectuate such actions as are necessary for the care, maintenance, and safety of the Property, IPF Building, and IPF Equipment; if Omni does not take such actions as are necessary within such time period, CMCMUA may take such actions and charge Omni as aforesaid. In the event of an immediate or imminent threat to the care, maintenance, and safety of the Property, IPF Building, and IPF Equipment, CMCMUA may act as aforesaid without Notice to Omni. This provision shall not be construed as a covenant or an obligation of any kind whatsoever on the part of CMCMUA.
- 17. Water damage.** The CMCMUA shall not be liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the Property or IPF Building. If the water damage is caused by the act or neglect of Omni or Omni's employees, Omni shall pay for all repairs and other damage.
- 18. Alterations.** Omni may not make any additions, alterations, changes, or improvements to the Property or IPF Building without CMCMUA's prior written consent. Notwithstanding the prohibition on Alterations, Omni may undertake minor projects on the Property and at the IPF Building provided that such projects or any group of projects undertaken together do not have a value in excess of Twenty Thousand dollars and Zero cents (\$20,000.00) and also do not involve drainage, electrical, HVAC, plumbing, or structural systems, unless otherwise agreed to by the Parties.
- a. All Alterations shall become the property of CMCMUA upon the date of Termination of the Agreement or Surrender of Property, IPF Building, and IPF Equipment. Alterations shall remain as part of the Property and IPF Building at the end of the Term. CMCMUA may demand that Omni remove any Alterations at the end of the Term. If CMCMUA elects to retain any improvements made by Omni, Omni shall not be entitled to any credit or offset to amount due or other payment to CMCMUA.

- b. Omni shall promptly pay for all costs of any permitted Alterations. Omni shall not allow any mechanic's lien or other claim to be filed against the Property, IPF Building, or IPF Equipment. If any lien or claim is filed against the Property, IPF Building, or IPF Equipment then Omni shall have it promptly removed.
  - c. If any Alterations trigger the provisions of Americans with Disabilities Act (ADA) or any other federal, state, county, or local regulations, rules, codes, ordinances, statutes, laws, orders, decrees, decisions, or other requirements including all amendments and successor or replacement laws now or hereafter in effect, as well as all regulations and interpretations issued under the foregoing governing accessibility by persons with physical disabilities, then Omni shall be solely responsible for complying with those provisions.
  - d. Any change that materially alters the Property, IPF Building, or IPF Equipment must be reviewed and approved, in writing, by the CMCMUA in advance.
19. **Signs.** Omni shall obtain CMCMUA's written consent before placing any sign on or about the Property or IPF Building. CMCMUA's consent shall not be unreasonably withheld. Signs shall conform with all applicable municipal ordinances and regulations.
20. **Damage to Property, IPF Building or IPF Equipment.** Omni shall promptly notify the CMCMUA of any damage, fire or other casualty on the Property, at the IPF Building, or involving IPF Equipment or processing equipment. If the damage, fire or other casualty is caused by the act or neglect of Omni or Omni's employees, Omni shall be liable for all costs. If the Premises or IPF Building is partially damaged by fire or other casualty at no fault of Omni, CMCMUA shall repair it as soon as possible. This duty includes damage to the Premises, IPF Building, and IPF Equipment and fixtures installed by CMCMUA. CMCMUA need not repair or replace nor be financially liable for anything installed by Omni. Either Party may cancel this Rider if the Property or IPF Building or IPF Equipment is so damaged by fire or other casualty that it cannot be repaired within one hundred and twenty (120) days. If the Parties cannot agree, the opinion of a contractor chosen by CMCMUA and Omni will be binding on both Parties.
21. **Destruction of Property, IPF Building or IPF Equipment.** If the Property, IPF Building, or IPF Equipment is destroyed totally by fire, flood, storm or other similar happening, then Omni may, at its option, cancel this Rider and such cancellation shall work to render null and void all the covenants, promises, agreements and obligations, which it has undertaken herein.
22. **Force Majeure.** If the CMCMUA is delayed or hindered in or prevented from making the Property, IPF Building, or IPF Equipment available by reason of a Force Majeure Event, then the CMCMUA may cancel this Rider, at any time, without penalty. A "Force Majeure Event" means any of the following events: (1) war, riot, acts of a public enemy, insurrection, acts of terrorism or civil disturbance; (2) acts of God, including but not limited to storms, flood, lightening, earthquake, hailstorms, ice storms, tornados, hurricanes, landslides, fires (whether deliberately set or otherwise), sabotage and destruction caused by a third party; (3) strikes, walkouts, lockouts or similar labor actions or disputes; (4) epidemics, pandemics, quarantines, stay-at-home orders or similar health or environmental emergencies; governmental laws, regulations, orders, restrictions; and (5) other reasons whether of a like nature or not that is beyond the control of the party affected.

**23. No Mortgages or Liens.** Omni shall not assign, mortgage, encumber or pledge this Rider, in whole or in part without CMCMUA's consent, and any such assignment, mortgage, encumbrance or pledge shall be null and void. At all times during the Term, Omni shall keep the Property, IPF Building, and IPF Equipment free from any and all liens and encumbrances arising out of or in connection with (1) the services Omni is to provide under the terms and conditions of the Agreement, or (2) any acts, omissions or debts of Omni and its Affiliates and its Subcontractors.

**24. CMCMUA's Protections.**

**a. Environmental Inspection.** Except as set forth in this Rider and except for any rights of inspection reserved in this Rider and any improvements or repairs being made by CMCMUA under this Rider, Omni agrees to accept the Property, IPF Building, and IPF Equipment in 'as-is' condition, where is with all faults, in its current condition, subject to normal wear and tear. Omni acknowledges and agrees: (1) that neither CMCMUA nor any agent or representatives of CMCMUA have not made, and (2) that CMCMUA is not liable or responsible for or bound in any manner by, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Condition of the Property, IPF Building, and IPF Equipment (as hereinafter defined) or any part of it. Omni acknowledges that the CMCMUA does not assume any responsibility or liability to Omni because of any existing condition. Omni acknowledges, agrees, represents and warrants that:

- (1) Omni, its agents and representatives have had or will have had access to information and data relating to all matters respecting the Property, IPF Building, and IPF Equipment as Omni has considered necessary, prudent, appropriate, or desirable for the purposes of this transaction.
- (2) Omni, its agents and representatives have had or will have had the opportunity to inspect the Property, IPF Building, and IPF Equipment.
- (3) Omni, its agents and representatives have independently inspected, examined, analyzed, and appraised all matters respecting the Property, IPF Building, and IPF Equipment, and is fully cognizant of the Condition of the Property, IPF Building, and IPF Equipment.

The term *Condition of the Property, IPF Building, and IPF Equipment* means the title and physical condition the Property, IPF Building, and IPF Equipment, including all environmental matters, its quantity, character, fitness, quality, merchantability, fitness for particular purpose, income, expenses of operation, value and profitability, permitted uses, the structural and mechanical condition of the Property, IPF Building, and IPF Equipment, structures and improvements situate thereon, the plumbing, heating, electric and ventilating systems serving the Property, IPF Building, and IPF Equipment, and any other matter or thing whatsoever with respect thereto.

This provision shall survive: (1) termination, cancellation or expiration of the Agreement; and (2) any future transfer of the Property, IPF Building, or IPF Equipment by Omni and their successors, and assigns; and shall be binding upon

Omni and its heirs, executors, successors and assigns of the Property, IPF Building, or IPF Equipment.

- b. Indemnification.** As part of the consideration given for this Rider, Omni ("Indemnitor") shall be solely liable for Indemnitor's conduct, and the conduct of Indemnitor's administrators, commissioners, directors, officers, members, assigns, successors, agents, employees, servants, licensees, invitees, visitors, guests, consultants, experts, contractors, sub-contractors, and independent contractors ("Co-Indemnitors"). Indemnitor shall without limitation defend, hold and keep harmless, indemnify, protect, and save CMCMUA, their respective parent corporations, subsidiaries, affiliates, administrators, directors, officers, receivers, trustees, members, volunteers, assigns, successors, agents, employees, servants, licensees, invitees, visitors, guests, consultants, experts, contractors, sub-contractors, and independent contractors ("Indemnitees") from and against any and all causes of action, claims, costs, demands, direct and/or consequential damages, illness, death, expenses, fees, fines, liabilities, losses, obligations, penalties, personal injury, property damage, suits, or violations of laws, foreseen or unforeseen ("Indemnified Claims") which Indemnitees may incur, be exposed to, become responsible for, and/or pay out to the extent resulting from Indemnitor's and/or Co-Indemnitor's activities or omissions in any manner connected with this Agreement, or as a result of Indemnitor's and/or Co-Indemnitor's activities or omissions occurring on the Property or in the IPF Building. Indemnitors shall pay without limitation any and all reasonable expenses and/or costs, including but not limited to: attorneys' fees, court costs, discovery costs, experts' fees, and investigation costs associated in any manner with the Indemnified Claims (*Indemnified Costs*). Indemnitee shall notify Indemnitor of the existence of any Indemnified Claims as soon as Indemnitee is aware of same, but in no event later than ten (10) days after such claim is made against Indemnitee. Indemnitor shall assume the investigation, defense, and expense of all Indemnified Claims with investigators and attorneys acceptable to the Indemnitee. The provisions of this paragraph will survive confirm the cancellation, expiration or termination of the Agreement for any reason whatsoever. This provision shall not apply to CMCMUA's own negligence. CMCMUA shall indemnify and hold Omni harmless from CMCMUA's breach of any terms, obligations, representations or warranties under this Rider. Notwithstanding anything the contrary herein, CMCMUA shall indemnify and hold Omni (together with its officers, directors, members, managers, employees, and agents) harmless against any causes of action, claims, costs, demands, direct and/or consequential damages, illness, death, expenses, fees, fines, liabilities, losses, obligations, penalties, personal injury, property damage, suits, or violations of laws, foreseen or unforeseen arising in connection with or related to the presence or release of any oil, gasoline, petroleum, petroleum by-products, asbestos, asbestos containing materials, or other hazardous materials regulated by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule or regulation related to the environment, health, or safety. The terms of this Section 23.B shall survive the termination of this Agreement. The provision shall not apply to Omni's own negligence.
- c. Insurance.** Omni shall purchase, maintain and keep in effect, at its sole cost and expense, for the benefit of CMCMUA and Omni at a minimum the following types of insurance:

- (1) General Liability with limits of at least one million dollars (\$1,000,000.00) per occurrence /three million dollars (\$3,000,000.00) aggregate, and fire legal liability coverage with limits of at least \$3,00,000.00.
- (2) Automobile Liability with limits of at least one million dollars (\$1,000,000.00) per occurrence.
- (3) Worker's Compensation proof of coverage.
- (4) Any other insurance that Omni is required by law to purchase.
- (5) Omni shall have CMCMUA listed as an "Additional Insured" on the General Liability policy by endorsement.
- (6) The insurance purchased by Omni shall be in an amount and form acceptable to CMCMUA. The insurance company and broker for all insurances purchased by Omni under this Agreement shall be both authorized to do business in the State of New Jersey, have a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable by the CMCMUA and admitted to do business in the State of New Jersey or accepted by the Surplus Lines Association to do business in the State of New Jersey.
- (7) Omni's insurance coverage is to be primary and non-contributory.
- (8) Omni shall deliver an insurance certificate to CMCMUA showing CMCMUA named as an "Additional Insured" by endorsement and proofs of coverage and payment of the first year's premiums. Omni shall deliver such proofs not less than thirty (30) days before the beginning of the Term. For any and all insurance requirements in this Agreement, Omni shall deliver an accurate and complete copy of any and all insuring agreements with any conditions, exclusions, definitions, and endorsements not less than thirty (30) days before the beginning of the Term.
- (9) All policies shall state that the insurance company cannot cancel or refuse to renew without at least thirty (30) days written notice to CMCMUA.
- (10) If due to Omni's use of the Property, IPF Building or IPF Equipment, CMCMUA cannot obtain and maintain fire insurance on the Property, IPF Building or IPF Equipment in an amount and form acceptable to CMCMUA, then CMCMUA may cancel this Agreement on thirty (30) days' notice to Omni. If due to Omni's use of the Property, IPF Building or IPF Equipment the fire insurance rate is increased, then Omni shall pay to CMCMUA the increase in the premium paid by the CMCMUA on demand.
- (11) Omni shall not purposely do, or suffer to be done, anything that would increase the insurance rates of the insurance policies that CMCMUA maintains on the Property, IPF Building or IPF Equipment.
- (12) If all the insurances required above are not maintained or cannot be purchased, then CMCMUA may cancel this Agreement on no less than thirty (30) days prior written Notice to Omni. Cancellation pursuant to this



subsection does not relieve Omni of its obligation to remove items of personal property from the IPF Building at its sole cost and expense and restore the Property, IPF Building or IPF Equipment as contained elsewhere herein.

25. **Agreement Status Certificate.** Either Party, at the request of the other Party, shall sign a certificate identifying the entire Rider and all Exhibits, attachments, or amendments, stating that the Party making the request has fully performed all its obligations in this Rider, and the Party responding to the request has no rights to the Property, IPF Building or IPF Equipment except as stated in this Rider. If Omni is responding to a request from CMCMUA, then Omni also shall list all the property on the Property and attached to the IPF Building and owned by Omni.
26. **Default.** If there should occur any default on the part of either Party (a "Default") in the performance of any term, condition, covenant, promise, or agreement herein contained, then both Parties shall retain all rights under New Jersey law, provided that no Default shall be deemed to have occurred unless such default continues for thirty (30) days after written notice of such default from the non-defaulting party.
27. **Violation, Termination of Use, Re-Entry and Damages.** CMCMUA reserves a right of re-entry, which allows CMCMUA to end this Rider and re-enter the Property and IPF Building if Omni violated any agreement in this Rider, and has not cured such violation within the applicable cure period. This is done by eviction. Eviction is a court procedure to remove Omni. Eviction is started by the filing of a complaint in court and the service of a summons on Omni to appear in court. CMCMUA may also evict Omni for any other grounds or good cause provided by law. After a court order of eviction and compliance with the warrant of removal, CMCMUA may re-enter and take back license of the Property, IPF Building, and IPF Equipment. CMCMUA must give to Omni Notice required by law before CMCMUA file a complaint for eviction. Omni is liable for all damages, including reasonable attorneys' fees and costs, caused by or incurred because of Omni's violation of any agreement in this Rider. If Omni prevails in any eviction proceeding, CMCMUA shall be liable to Omni for all damages and expenses incurred by Omni in connection with the proceeding, including reasonable attorneys' fees and costs. Omni shall not be entitled to any excess resulting from re-renting the Property, IPF Building, and IPF Equipment.
28. **Warranties Regarding Negotiations.** The CMCMUA is duly organized, existing and in good standing under the laws of the State of New Jersey, and is authorized to do business in the State of New Jersey. CMCMUA has full and complete power to execute this Rider, perform the transactions contemplated herein, and satisfy its obligations under this Rider. Omni is duly organized, existing and in good standing under the laws of the State of New Jersey, and is authorized to do business in the State of New Jersey. Omni has full and complete power to execute this Rider, perform the transactions contemplated herein, and satisfy its obligations under this Rider.
29. **Assignment.** This Rider may not be assigned without the express written consent of CMCMUA. CMCMUA's consent to one assignment will not waive the requirement of CMCMUA's consent to any subsequent assignment.
30. **Parties Bound.** This Rider is binding on all the Parties, their respective administrators, executors, heirs, representatives, their permitted assigns, successors, and all who succeed to their rights and responsibilities by operation of law or with permission.

31. **Notices.** All Notices, approvals, consents, demands, requests, or other communication whether permitted by, required by, or regarding the interpretation or performance of this Rider shall be written and shall identify the provision of the Rider to which it relates. All Notices shall be complete upon mailing, and shall be sent by postage pre-paid, certified mail, return receipt requested, addressed as follows:

**CMCMUA:**

Cape May County Municipal Utilities Authority  
1523 Rt. 9 North  
Cape May Court House, NJ 08210  
Attn: Executive Director  
Fax # (609) 465-9025

**Copy To:**

Howard C. Long, Jr. General Counsel  
Wade, Long, Wood & Long, LLC  
1250 Chews Landing Road  
Laurel Springs, NJ 08021  
Fax # (856) 346-1910

**Omni:**

Omni Recycling Group, LLC  
408 Lambs Road  
Pitman, NJ 08071  
Attn: Kevin F. Carducci, CEO  
Fax # (856) 582-1229

**Copy To:**

Salt Creek Capital  
2055 Woodside Road, Suite 250  
Woodside, CA 94061  
Attn: Bobby Sheth, Managing Director  
Email: bobby@saltcreekcap.com

The Parties agree to accept such Notices. If a Notice is delivered after 5:00 p.m. prevailing time, then the appropriate response time shall be determined as if the Notice had been delivered on the next business day.

32. **Construction.** The construction of this Rider shall be governed by the following provisions:

- a. **Captions and Titles.** Any captions or titles are only for the convenience of the Parties and do not in any way amplify, define, describe, limit, modify, or give full notice of any terms, covenants, or conditions of any of the Parties.
- b. **Gender and Number.** References to any Parties, persons, entities, or corporations shall include the appropriate gender or grammatical number as may be required.
- c. **Severability.** If any part of this Rider or its application to any person or circumstance is adjudged invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Rider shall remain in full force and effect.
- d. **Conformability.** The Parties may pursue the relief or remedy provided in any invalid or unenforceable clause, by conforming the said clause with the provisions of the law, either statutory or decisional, or the regulations of any governmental agency in such case made and provided as if the particular provision or provisions of the applicable law or regulation were set forth herein at length.
- e. **Rights and Remedies.** Except as expressly provided in this Rider the duties and obligations imposed by this Rider and the rights and remedies available in this

Rider are in addition to and not a limitation of the duties, obligations, rights and remedies otherwise available at law or in equity.

33. **Applicable Law.** The following terms control the law, and location for bringing suit:
  - a. **Choice of Law.** Regardless of the physical place of execution or delivery, this Rider shall be governed and interpreted according to the laws of the State of New Jersey.
  - b. **Choice of Forum.** Regardless of the physical place of execution or delivery, the court located in the Atlantic/Cape May vicinage, in the State of New Jersey shall be the sole forum for resolving any questions, disputes, or other matters about this Rider.
34. **Administration.** The administration of this Rider shall be governed by the following provisions:
  - a. **No Lapse.** No waiver of any breach of any condition, covenant, restriction, obligation, or provision shall be deemed a waiver of that or any similar term in the future nor shall a waiver of any breach be deemed a waiver of later breaches.
  - b. **Recording.** The Parties agree not to record this Rider or any memorandum of this Rider in any public office unless required a federal, state, county, or local rule, regulation, statute, or law.
  - c. **Further Assurances.** The Parties agree that they will, if necessary, execute, acknowledge and deliver such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect documents, or supplying any further information required by law.
35. **Counterparts.** This Rider is being executed in counterparts. Each fully executed counterpart shall be an original for all intents and purposes.
36. **Modification.** This Rider can only be modified by another written agreement signed by all the Parties and executed in a manner similar to this Rider.
37. **Complete Contract.** This Rider, including any attached Exhibits, Schedules or documents specifically incorporated by reference or attached, expresses the complete agreement between the Parties (Complete Agreement). None of the Parties have made any prior promises, guarantees, representations, or any inducements, in any form regarding the subject of the Complete Agreement except those promises, guarantees, representations or inducements expressed in the Complete Agreement. No promises, guarantees, or representations other than those expressed in the Complete Agreement are binding.
38. **Signatures.** The undersigned acknowledge that they have received a copy of this Rider and that they understand its terms.
37. **Survival.** The Indemnification, Hold Harmless and Waiver, and Property Rights provisions shall survive termination of this Rider.
39. **Property Rights.** Omni shall indemnify and defend the CMCMUA or any of its Commissioners, officers, employees or representatives and hold each and all harmless against the liability, judgment, decrees, damages, interest, costs, expenses, and reasonable attorney's fees resulting from any claim or lawsuit alleging infringement of any patent, trademark or copyright, or the unauthorized use of trade secrets, by reason of any

design and/or construction of any additions or modifications to the Property, IPF Building, IPF Equipment, or replacement IPF equipment made by Omni. The CMCMUA shall indemnify and defend Omni or any of its Board Members, officers, employees or representatives and hold each and all harmless against the liability, judgment, decrees, damages, interest, costs, expenses, and reasonable attorney's fees resulting from any claim or lawsuit alleging infringement of any patent, trademark or copyright, or the unauthorized use of trade secrets, by reason of any design and/or construction of any additions or modifications to the Property, IPF Building, IPF Equipment, or replacement IPF equipment not made by Omni.

**IN WITNESS WHEREOF**, the Parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

Omni Recycling Group, LLC

\_\_\_\_\_

\_\_\_\_\_  
Kevin F. Carducci  
Chief Executive Officer

Date: \_\_\_\_\_

WITNESS:

CAPE MAY COUNTY MUNICIPAL  
UTILITIES AUTHORITY

\_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Copy of "Lease Area – Cape May County Solid Waste, Block 123, Portion of Lot 1", dated  
January 30, 2023, prepared by Consulting Engineer Services**

**NOTES:**

THIS PLAN IS NOT INTENDED TO GUARANTEE OWNERSHIP, DOCUMENTS OF RECORD WHICH HAVE BEEN REVIEWED AND CONSIDERED AS PART OF THIS PLAN ARE NOTED ON THE PLAN. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND BEEN ORAIDED BY CONSULTING ENGINEER SERVICES. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.

2. THIS PLAN WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING INFORMATION OBTAINED BY CONSULTING ENGINEER SERVICES:

- FOUND LOCAL MONUMENTATION AT THE TIME OF THE FIELD SURVEY
- EXISTING CONDITIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED ON 1/25/23
- HORIZONTAL DATUM SHOWN HEREON IS NAD27.

4. BLOCK AND LOT NUMBERS AS SHOWN HEREON ARE BASED UPON THE TAX MAP OF T BOROUGHS OF WOODBINE, CAPE MAY COUNTY, AS REVISED TO DATE.

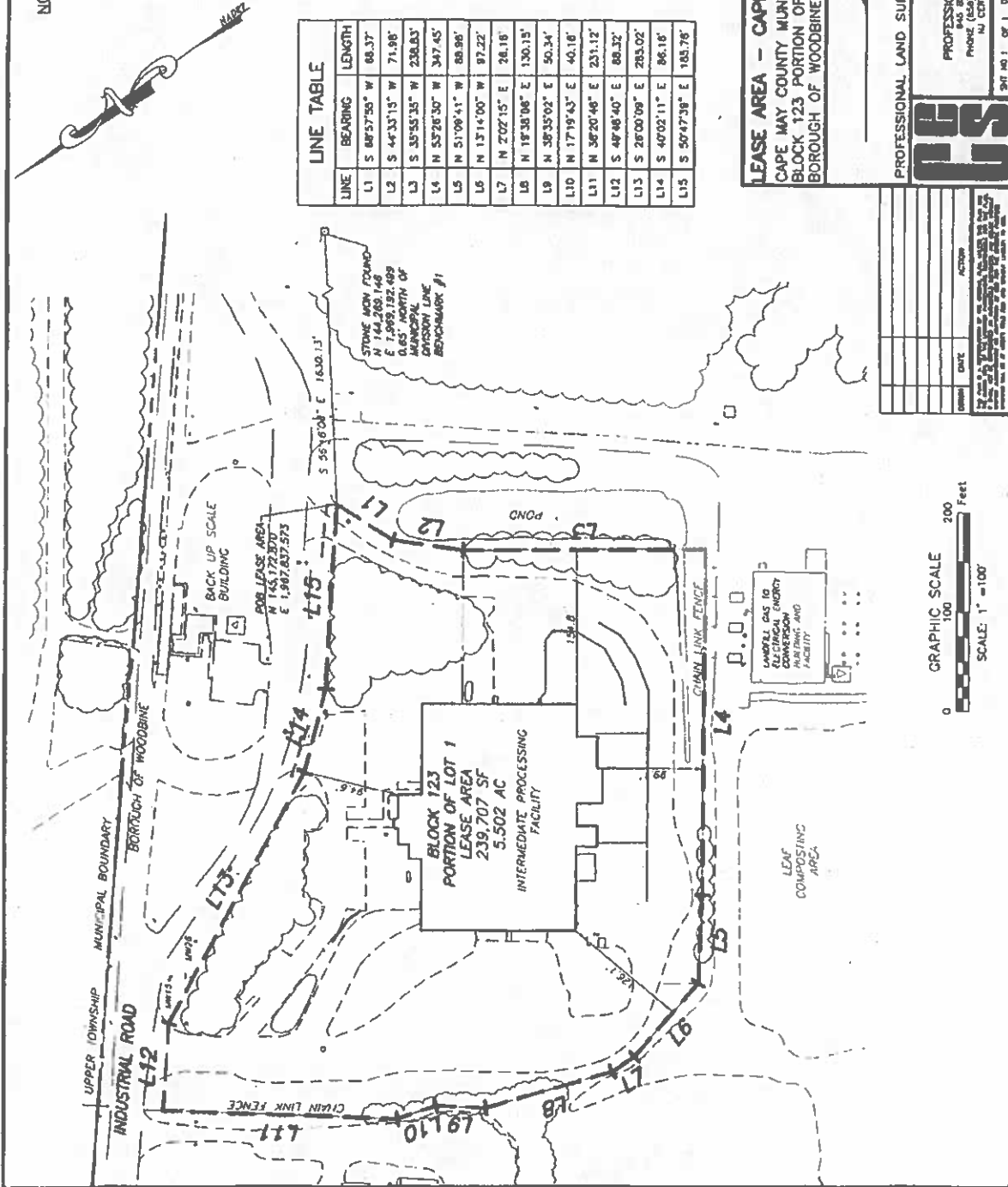
5. ONLY COPIES FROM THE ORIGINAL OF THE PLAN CLEARLY MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED A VALID COPY.

6. CONSULTING ENGINEER SERVICES IS NOT RESPONSIBLE FOR UNDERGROUND UTILITY INFORMATION UNOBTAINABLE FROM ABOVE GROUND OBSERVATION. UTILITY INFORMATION PROVIDED BY OTHERS AND/OR ANY CHANGES AFTER THE DATE OF THE FIELD SURVEY.

7. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. WHEREAS ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED, NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF PREPARING THIS SURVEY TO LOCATE BURIED UTILITIES OF STRUCTURES.

8. BEFORE ANY EXCAVATIONS ARE BEGUN, THE UNDERGROUND UTILITIES LOCATION SERVICE AT 1-800-272-1000 SHALL BE CONTACTED AT LEAST 4 DAYS PRIOR TO COMMENCEMENT OF ANY DEMOLITION OR EXCAVATION ACTIVITIES, IN ACCORDANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.

LINE	BEARING	LENGTH
L1	S 87°57'58" W	88.37'
L2	S 44°33'15" W	71.98'
L3	S 35°55'35" W	238.83'
L4	N 52°26'30" W	347.45'
L5	N 51°00'41" W	88.96'
L6	N 13°14'00" W	87.22'
L7	N 2°02'15" E	24.16'
L8	N 18°58'08" E	130.15'
L9	N 35°35'02" E	50.34'
L10	N 17°19'43" E	40.16'
L11	N 58°20'46" E	231.12'
L12	S 49°48'40" E	88.32'
L13	S 28°00'09" E	283.02'
L14	S 40°02'11" E	86.18'
L15	S 50°47'38" E	103.75'



**LEASE AREA - CAPE MAY COUNTY SOLID WASTE**  
**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**  
 BLOCK 123 PORTION OF LOT 1  
 BOROUGHS OF WOODBINE, CAPE MAY COUNTY, NEW JERSEY

DATE: 2/2/2023  
 ADM R. GRANT

PROFESSIONAL LAND SURVEYOR, NEW JERSEY LIC. NO. 24-GS04-335700



PREPARED BY:  
**CONSULTING ENGINEER SERVICES**  
**PLANNERS & LAND SURVEYORS**  
 845 BROADWAY, SUITE 1, ROCKAWAY, NJ 07866  
 PHONE: (609) 278-2300 FAX: (609) 232-2346 EMAIL: ces@ces-nj.com  
 NJ CERTIFICATE OF AUTHORIZATION No. 24G04787700, 2188000134

SCALE: 1" = 100'  
 SHEET NO. 2023-0101

**EXHIBIT "B"**

**Legal Description of "Lease Area – Cape May County Solid Waste, Block 123, Portion of Lot 1", dated February 1, 2023, prepared by Consulting Engineer Services**





**consulting engineer services**  
Engineers, Planners, and Land Surveyors

February 1, 2023

DESCRIPTION

**LEASE AREA – CAPE MAY COUNTY SOLID WASTE  
BLOCK 123, PORTION OF LOT 1**

**LANDS SITUATE  
BOROUGH OF WOODBINE, CAPE MAY COUNTY, NEW JERSEY**

BEGINNING at a point being South 56 Degrees 16 Minutes 08 Seconds East, a Distance of 1630.13 Feet to Benchmark #1 Stone Monument as shown on "Current Area Utilization Plan – Secure Sanitary Landfill", and extending; Thence

- 1) South 68 Degrees 57 Minutes 55 Seconds West, a distance of 66.37 Feet to a point; Thence
- 2) South 44 Degrees 33 Minutes 15 Seconds West, a distance of 71.98 Feet to a point; Thence
- 3) Along a fence line, South 35 Degrees 55 Minutes 35 Seconds West, a distance of 238.83 Feet to a point; Thence
- 4) Continuing along said fence line, North 53 Degrees 26 Minutes 30 Seconds West, a distance of 347.45 Feet to a point; Thence
- 5) Along the same, North 51 Degrees 09 Minutes 41 Seconds West, a distance of 88.98 Feet to a point; Thence
- 6) Along the same, North 13 Degrees 14 Minutes 00 Seconds West, a distance of 97.22 Feet to a point; Thence
- 7) Along the same, North 2 Degrees 02 Minutes 15 Seconds East, a distance of 26.16 Feet to a point; Thence
- 8) Along the same, North 19 Degrees 38 Minutes 06 Seconds East, a distance of 130.15 Feet to a point; Thence
- 9) Along the same, North 38 Degrees 35 Minutes 02 Seconds East, a distance of 50.34 Feet to a point; Thence
- 10) Along the same, North 17 Degrees 19 Minutes 43 Seconds East, a distance of 40.16 Feet to a point; Thence
- 11) Along the same, North 38 Degrees 20 Minutes 46 Seconds East, a distance of 231.12 Feet to a point; Thence

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, N.J. 08081  
856-228-2200 Fax 856-232-2346 [design@ces-1.com](mailto:design@ces-1.com)  
NJ Certificate of Authorization #24GA27957700

**EXHIBIT "C"**

**"Machinery & Equipment Appraisal" report performed by GCF Business Valuation,  
Valuation Date 2/22/2023**

# MACHINERY & EQUIPMENT APPRAISAL



**Business Valuation**

VALUATION OF  
**Cape May County Municipal Utilities  
Authority**

VALUATION DATE  
**2/22/2023**

EFFECTIVE DATE  
**1/25/2023**

PREPARED FOR  
**Cape May County Municipal Utilities  
Authority**

REFERENCE ID#  
**25458**

Together, We Keep  
Small Business Moving



Business Valuation

A FAMILY OF COMPANIES



## TABLE OF CONTENTS

■ Conclusion of Value .....	2
■ Appraiser's Certification .....	2
■ General Information .....	3
■ Executive Summary .....	4
■ Definitions of Conditions .....	12
■ Definitions of Values .....	13
■ Machinery and Equipment Definitions .....	14
■ Method of Valuation .....	15
■ Economic Analysis .....	18
■ Additional Considerations .....	19
■ Comments Regarding Equipment .....	20
■ Equipment List .....	21
■ Equipment Images .....	23
■ Final Value Summary & Reconciliation .....	24
■ Professional Qualifications of Appraiser .....	26
■ The GCF Report Card .....	27
■ Addenda .....	28

## CONCLUSION OF VALUE

The undersigned appraiser, using accepted methods of valuation and subject to the assumptions and limiting conditions incorporated herein, has completed a Restricted Summary Appraisal for certain machinery and equipment located at 2050 Rt 610 (Dennisville-Petersberg Rd), Woodbine, NJ 08270 and owned by Cape May County Municipal Utilities Authority for which you provided information and specifications. The appraiser has estimated the Fair Market Value, Orderly Liquidation Value and Forced Liquidation Value, as of the effective date of 1/25/2023, to be the following:

Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
\$1,362,809	\$994,617	\$730,983

## APPRAISER'S CERTIFICATION

1. The statements of fact expressed herein are true and correct to the best of the appraiser's knowledge and belief. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, unbiased opinions, professional analyses, opinions, and conclusions.
2. Neither nor any employee of GCF Valuation, nor any of the appraisers who contributed to this report has any present or prospective interest in the subject property; nor any personal interest with respect to the parties, nor any other interest or bias which would impair a fair and unbiased appraisal.
3. Compensation paid to the appraiser for this appraisal is independent of the value reported. It is not contingent on the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. The appraiser has made a personal inspection of the subject property.
6. This appraisal has been conducted and this report issued pursuant to the Business Appraisal Standards and Code of Ethics of the Institute of Business Appraisers; the Principles of Appraisal Practice Code of Ethics of the American Society of Appraisers, and the Uniform Standards of Professional Appraisal Practice in effect at the date this report is issued.
7. Nathan Taylor, CMEA has helped with the inspection, interview, research and analysis for this project.

The value considerations herein are contingent upon the analysis, and limiting conditions as set forth in the body of the report.



Todd Taylor, CMEA

## GENERAL INFORMATION

An appraisal is a type of investigation into the law of probabilities with respect to valuation. Through the appraiser's experience, training, and integrity, we can project the activities of buyers and sellers in the marketplace into an estimation of value. In reaching a conclusion, comparison of assets usually involves adjustments due to the individuality and uniqueness of each asset. Transactions are often influenced by sentiment, bias, specific needs, politics, familiarity, lack of understanding, and other conditions not considered by the impartial appraiser. The appraiser cannot lend credence to these possible factors lest he misrepresent the very reason for his profession.

An appraisal cannot be guaranteed, nor can it always be proven. The opinion of value can, however, be substantiated and final opinion is the result of a thorough professional analysis of a vast quantity of data. An appraisal must not be considered absolute but should be used as a basis of negotiations between concerned parties, whatever their interests.

The valuation process, as followed in the preparation of this report, is an orderly procedure for arriving at an estimate of value. By following this procedure, the appraiser begins with a preliminary study of the problem involved and defines the basis from which the appraisal is to be made. A program is then initiated for the accumulation, analysis, and observation of data. The data called for in the preliminary study is then gathered, classified, and analyzed.

In assignments to estimate Fair Market Value, Orderly Liquidation Value and Forced Liquidation Value, the ultimate goal of the valuation process is a supported conclusion that reflects the appraiser's study of all influences on the value of the assets being appraised. Therefore, the appraiser studies the assets from various applicable viewpoints.

Various approaches are interrelated, and each involves the gathering and analysis of sales, activity, and value data in relation to the assets being appraised. From the analysis, the appraiser derives separate indications of value for the assets being appraised. One or more approaches may be used, depending on their applicability to the appraisal assignment.

To complete the valuation process, the appraiser integrates the information drawn from the market research and analysis of data and from the application of appraisal techniques to form a conclusion. This conclusion may be an estimate of value or a range in which the value may fall. An effective integration depends on an appraiser's skill, experience, and judgment.

With the preceding in mind, the reader's attention is invited to the appraisal report and various exhibits, which point out the facts and reasoning leading to the final estimate of value.

## EXECUTIVE SUMMARY

### Company Information

**Business Name** Cape May County Municipal  
Utilities Authority  
2050 Rt 610 (Dennisville-  
Petersberg Rd)  
Woodbine, NJ 08270

### Intended Users

**Prepared For** Cape May County Municipal Utilities  
Authority

**Contact** John R. Conturo, PE

**Intended Use** Collateral

**Property Interest  
Appraised** Fee Simple

### Appraisal Scope

**Class of  
Property** Administrative and Support/Waste  
Management - Materials Recycling

**Effective Date** 1/25/2023

**Current Use  
of Property** Administrative and Support/Waste  
Management - Materials Recycling

**Date Report Written** 2/22/2023

**Use of Property  
When Appraised** Administrative and Support/Waste  
Management - Materials Recycling

**Inspection Date** 1/25/2023

**Sales History** N/A

**Valuation Approach** Market Data Approach  
Income Approach (considered)

**Type of Value** Fair Market Value (FMV)  
Orderly Liquidation Value (OLV)  
Forced Liquidation Value (FLV)



## SCOPE OF WORK

The appraiser has been asked to provide an appraisal effective 1/25/2023 of a certain equipment located at 2050 Rt 610 (Dennisville-Petersberg Rd), Woodbine, NJ 08270 and owned by Cape May County Municipal Utilities Authority.

It has been requested that fee simple interest be reported as an estimation of the Fair Market Value, Orderly Liquidation Value and Forced Liquidation Value. The types of value reported have been determined by the appraiser, upon engagement by the client, to be appropriate to the client's needs.

This report is identified as a Restricted Summary Appraisal Report that is intended to comply with the reporting requirements as defined under Standards Rule 8-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for a Restricted Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that are used in the processes to develop the Appraiser's Opinion of Value. Supporting documentation that is not provided with the report concerning data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. Not all specific requirements are applicable to every assignment. In this assignment, not all data involving subject sales, offerings, options, and listing was obtainable and verifiable, although the appraiser has made every effort to gather the data by direct contact with the various sources through telephone or e-mail. If this detailed data is not included or addressed, the data is irrelevant. Due to the large number of subject properties oftentimes appraised in equipment appraisals, the Restricted Appraisal Report is the most used report form. Restricted Appraisal Reports are accepted daily by the courts, taxing authorities, lenders, business owners, accountants, and other users of appraisal services.

The Market Data Approach have been utilized for the final value estimate of the items in this assignment. The appraiser, when implementing the market data approach, has endeavored to find "sold comparables." They are similar items that have transferred in ownership. These comparable sales provide the best and most reliable information. However, if actual historical sales information is not available, the appraiser will oftentimes look to the current market of similar items currently for sale. This information can be useful in estimating value. In this report, a search has been made for "sold" items and items currently "for sale".

The appraiser has gathered data on the subject items from as many sources as practical, including but not limited to the original equipment manufacturer (if possible), dealers and brokers of like equipment, published catalogs, and guides of similar equipment, as well as the Internet. Upon gathering data regarding new and similar models with characteristics of the subject equipment, the writer has then analyzed the data to estimate value.

## MACHINERY & EQUIPMENT APPRAISAL

After conversations with various industry professionals, including the above-mentioned sources, the appraiser endeavored to arrive at a value estimate for the subject equipment. After a value was established, this written report was then formulated to set forth the findings and conclusions of the appraiser. An extreme effort was made to comply with the Uniform Standards of Professional Appraisal Practice in providing the final written report.

This is a report estimating value based on reported conditions. If it is the client's desire to verify the physical condition and/or needed repairs of the equipment, which is the subject of this report, the client should consult a qualified mechanic/technician. To determine actual mechanical condition is outside of the appraiser's expertise and the scope of this assignment.

This assignment has called for a valuation of specific units of equipment. Each unit in this assignment has supporting equipment/accessories that attached to the main unit; They have been included in the assigned values. Usually, lot pricing (cost less depreciation) is applied to the shop support/accessories and tools. Further, the request to the writer as to the type of report needed was implemented. That is to say, the equipment may be valued in place, in use, and as part of a going concern entity; in place, not in use; in place to be removed; not in place, etc. Many types of equipment items are labor intensive in their millwright, installation, or removal.

This evaluation sets forth the findings and conclusions of the writer is based upon an investigation of conditions affecting value and is subject to the Statement of Limiting Conditions and Definitions. Without reading the Statement of Limiting Conditions and Definitions, the report cannot be fully understood. The scope of this assignment as explained above has been requested and/or agreed to by the client.

### **DEGREE TO WHICH THE PROPERTY IS INSPECTED OR IDENTIFIED**

A site visit was conducted for this assignment. We interviewed the management regarding the condition and specifications for the equipment. The management stated that all assets are in good-working condition. Based on our inspection and interviews, it appears all equipment is maintained properly.

### **EXTENT OF RESEARCH OF PHYSICAL OR ECONOMIC FACTOR THAT COULD AFFECT PROPERTY**

The appraiser has had several conversations with dealers, auctioneers, manufacturers, wholesalers, suppliers, etc. of the subject items. It is assumed the business is profitable and the machinery/equipment, which is the subject of this report, will remain in place and in use well into the future.

The purpose of this report is not to comment on profit or loss of the subject business, and if there is concern in those areas, the reader or user of this report should conduct further studies.

### **EXTENT OF DATA RESEARCH**

The appraiser, in conversations with all listed sources, described to the best of his ability the characteristics of the subject equipment. It is understood equipment may be purchased/sold with a variety of peripheral attachments, support items, and other amenities, which could affect value. It is not always possible to know of such factors that may or may not exist. Therefore, it is assumed the subject equipment does in fact have basic qualities needed for operation and has expected peripheral amenities associated with the subject item.

All information provided the appraiser is believed to be accurate but not warranted or guaranteed.

### **TYPE & EXTENT OF ANALYSIS APPLIED IN ARRIVING AT OPINIONS/CONCLUSIONS**

Thorough research was conducted with dealers, auctioneers, manufacturers, wholesalers, suppliers, etc., providing similar equipment items. After research with manufacturers, dealers, industry professionals and utilizing the Market Approach, the appraiser formulated an opinion as to values and market conditions.

### **INTENDED USERS**

The use of this report and the information contained in it is restricted to use by Cape May County Municipal Utilities Authority for internal purposes only. All others possessing this report are not intended users. The appraiser does not authorize and is not responsible for use of this report by any party other than the client or an intended user. Intended users may not provide this report to any third party without the prior written consent of GCF Valuation.

### **CONFIDENTIALITY & PRIVACY**

The appraiser will maintain the conformity and privacy of customer information obtained during this assignment in compliance with USPAP and Regulation Practices, Title V of Gramm, Leach, Bliley Financial Modernization Act.

We do not sell information about our client to others. We protect the security and confidential information about the client. We share information outside of our company only when necessary to administer products or services we provide when we have your permission, or when required or permitted by law.

### **OVERALL CONDITION OF THE EQUIPMENT**

It is understood the subject equipment is in good condition except as noted; and used daily. Appearance is also good unless otherwise noted.

# MACHINERY & EQUIPMENT APPRAISAL

## INTENDED USE

This appraisal is expected to be used by the client, Cape May County Municipal Utilities Authority, for internal use only. This report is not intended for any other purpose, and the conclusions found herein may not be applied to other purposes without additional consideration of all the relevant facts.

## PROPERTY INTEREST APPRAISED

It is understood that the property interest appraised is in Fee Simple Interest.

## STATEMENT OF LIMITING CONDITIONS

### (TANGIBLE ASSETS)

1. All facts and data set forth in this report are true and correct to the best of the appraiser's knowledge.
2. The fee for this report is not contingent upon the values reported. There have been no guarantees associated with this fee and no liability can be intimated or assumed in any manner.
3. Since this report has been purchased by the addressee, it is assumed by the appraiser that it is to be used by the addressee in determination of value at that point in time. Use of this report by others should be done so with the understanding that no risk or guarantees have been purchased by the owner of the report nor through the fee paid to the appraiser. The appraiser reserves the right to recall all copies of this report to correct any omission or error.
4. Physical condition in most instances has been determined by observation or indication by others. Any unknown conditions existing at the time of inspection could alter the value. No responsibility is assumed for latent defects of any nature whatsoever which may affect value, nor for any expertise required to disclose such conditions.
5. No consideration has been given to liens or encumbrances, which may be against the property.
6. No investigation of legal fee or title to the property has been made and the claim to the property has been assumed to be valid.
7. Neither the appraiser nor any officer or employee of the appraiser's company has any financial interest in the property appraised, unless specifically noted.
8. No additional values or appraisals have been made regarding such intangibles as patents, rights to manufacture, trademarks, goodwill, going concern value, etc.
9. This report has been prepared in conformity with the Principles of Good Practice and Code of Ethics of NEBB Institute.
10. Other limitations, if any, are clearly defined and individually set out at that point related to the subject.
11. Neither all nor any part of the contents of this report, or copy thereof, shall be reproduced for any purpose other than stated in the report, nor shall it be made available to the media, another appraiser or anyone else without the written consent of the appraiser.
12. For all appraisals subject to satisfactory completion, repairs, or alterations, this report and value conclusions are contingent upon completion of the improvements in a workmanlike manner.
13. Information, estimates and opinions furnished the appraiser and contained in this report were obtained from sources considered reliable and believed to be true and correct; however, no responsibility for the accuracy of such items furnished to the appraiser can be assumed by the appraiser. No liability or responsibility is expressed for results from actions taken by anyone because of this report. Further, there is no accountability, obligation, or liability to any third party.
14. Matters of legal nature or tax consequences have not necessarily been considered in this report. The reader should consult a competent attorney or CPA for information and opinions in those areas.
15. In many instances, the appraiser is given information regarding equipment concerning repairs, accessories, condition, etc., which may or may not be verifiable by the appraiser for a variety of reasons. In such cases, the appraiser must rely on information provided him in searching for comparative data. The appraiser disclaims any responsibility if given erroneous information by any party.

## MACHINERY & EQUIPMENT APPRAISAL

16. Machinery and Equipment appraisers are called on for price evaluation and verification for equipment from many different fields of business. It is impossible for any appraiser to be an authority in every field of equipment. Therefore, the appraiser has endeavored to use basic sound, accepted methodologies in any assignment (i.e., Cost New Less Depreciation, Income and Market Data Approaches). Conversations with those dealing daily in a specific field were conducted, and all final evaluations are founded on prudence and best effort on the part of the appraiser. "Conclusion of opinion of value" is arrived at from years of experience in the sale and appraisal of machinery, equipment and businesses. The final form of this report is made possible by omitting many details used in estimating, yet not considered essential to the report.
17. The appraiser has endeavored to use due diligence in all market comparisons. If possible, three comparisons of similar items sold usually provide substance for final value determination. However, at times it is not possible to find any direct sales comparisons that have sold. In these cases, the appraiser has relied heavily on comments and testimony from sources considered reliable (dealers, auctioneers, manufacturers, wholesalers, suppliers, etc.) in arriving at the final value estimate.
18. The writer has based his opinion on certain assumptions that have been presented to him. If these basic assumptions should change for any reason, the final valuation could quite likely change. The appraiser reserves the right to make any adjustments considered necessary as additional or more reliable data becomes available.
19. If the request has been for the writer to accept values given by the principals, i.e., hard assets, fixtures, machinery and equipment, inventory, etc., then the assignment becomes hypothetical in nature unless the writer has specifically certified the values of such assets in the report.
20. Nomenclature and identification of tangible assets are assumed by the writer to be accurate, but no guarantee is made in this regard.
21. An appraisal is an estimate of value. When the amount is considered a reasonable and proper value under the concept of a definition, then it is applied. For this reason, the value is, in many cases, a number. As stated in Engineering Valuation and Depreciation, a textbook published by Iowa State University Press of Ames, Iowa, "All values are of the nature of forecast of events and are subject to the uncertainties of all prophecies."
22. In most cases, equipment is itemized, although certain areas require a group estimate, in which case the listings are shown in the quantity column as "lot." This is usually applied in nominal value areas that require general descriptions for applications elsewhere, or in areas where difficulty of access for total description would have required additional time not justified by the items being valued.
23. It is assumed that all equipment has standard features commensurate with its normal operation. For instance, machine tools would include but not be limited to belt guards, foot pedals, magnetic or standard starters, switch-gear, safety machinery and equipment, wiring, piping and controls, electrical, pneumatic or hydraulic systems, or other peripheral items considered standard for operating the indicated model or type of machinery and equipment. This type of detailed listing is not described for each machine due to repetition, time, cost, and description length within the listing. An attempt is made, however, to indicate any non-standard features at an appropriate point within the study.
24. The valuation concept used in this report is one chosen by the client and should not be considered a recommendation by the appraiser as to what might result in any later application of the concept. Concept probability and/or feasibility are beyond the scope of the appraisal. The user of the report is to determine the probability of occurrence. The appraisal is purchased to allow an opinion of value under any assumed set of circumstances, as requested and mutually agreed upon by the client and the appraiser.

## MACHINERY & EQUIPMENT APPRAISAL

25. Description of items made a part of this report is believed correct. Any errors or omissions were unintentional and should not affect the value assignment. Description is made with the attempt of allowing reasonable identification although it may not allow specific item identification in all cases unless company number tagging is utilized. Examples of this would be in such areas as cabinets, shelving, file cabinets, various hand tools, and un-serialized equipment without justification for serial number search due to associated value and/or time consideration. In some cases, identification numbers cannot be found.
26. In some cases, an appraiser may indicate that certain equipment was observed in operation. This qualification is applicable only to specific pieces of equipment and should not be construed that other equipment was not operable or under operation at the time of inspection. This note could become extremely important in the future but is considered more of note "in passing" at the time of the on-site evaluation.
27. The subject equipment may or may not conform to OSHA standards (Occupational Safety & Health Administration). The sole responsibility for conforming rests with the owner of the subject equipment and may not necessarily affect the final estimate of value reported herein.
28. Any controversy arising out of or relating to this report shall be settled by arbitration in accordance with the rules, then in effect, of the American Arbitration Association. In the unlikely event that differences concerning our services or fees should arise, that are not resolved by mutual agreement, our liability for this engagement will be limited to a return of the fees we have received for this engagement.
29. Since the conclusions by the appraiser are based upon judgments, isolation of any single element as the sole basis of comparison to the whole appraisal may be inaccurate.
30. As stated, this is a report estimating value based on "reported" condition. If it is the client's desire to verify physical condition and/or needed repair of the items, which are the subject of this report, the client should consult a qualified mechanic/technician. To determine actual mechanical condition is outside of the appraiser's expertise and the scope of this assignment. If the condition of the EQUIPMENT is other than as reported to the appraiser, the estimated value could be unreliable. The appraiser reserves the right to change the value estimate if additional information comes forward as to condition or other factors, which could affect value.
31. This is a Restricted Summary Appraisal Report. Additional information may be necessary and will be provided to qualified requests by the writer.
32. It should be noted that the term "certified," or "certified appraisal" as used in this report refers to certification and testing from various recognized appraisal and consulting societies, organizations, or institutes.
33. This report is not to be used for insurance purposes unless specifically stated to do so.



## **DEFINITIONS OF CONDITIONS**

### **VERY GOOD (VG)**

This term describes an item of equipment in excellent condition capable of being used to its fully specified utilization for its designated purpose without being modified and not requiring any repairs or abnormal maintenance at the time of inspection or within the foreseeable future.

### **GOOD CONDITION (GC)**

This term describes those items of equipment which have been modified or repaired and are being used at or near their fully specified utilization, but the effects of age and/or utilization indicate that some minor repairs may have to be made or that the item may have to be used to some slightly lesser degree than its fully specified utilization in the foreseeable future.

### **FAIR CONDITION (FC)**

This term describes those items of equipment which are being used at some point below their fully specified utilization because of the effects of age and/or application and which require general repairs and some replacement of minor elements in the foreseeable future to raise their level of utilization to or near their original specifications.

### **POOR CONDITION (PC)**

This term is used to describe those items of equipment, which can only be used at some point well below their fully specified utilization, and it is not possible to realize full capability in their current condition without extensive repairs and/or replacement of major elements in the very near future.

### **SCRAP CONDITION (X)**

This term is used to describe those items of equipment which are no longer serviceable, and which cannot be utilized to any practical degree regardless of the extent of the repairs or modifications to which they may be subjected. This condition applies to items of equipment which have been used for 100% of their useful life or which are 100% technologically or functionally obsolescent.

## DEFINITIONS OF VALUES

### FAIR MARKET VALUE & FAIR MARKET VALUE – INSTALLED

Fair Market Value is the estimated amount, expressed in terms of money, that may reasonably be expected for a property in an exchange between a willing buyer and a willing seller, with equity to both, neither under any compulsion to buy or sell, and both fully aware of all relevant facts, as of a specific date.

#### **Fair Market Value**

Installed is an opinion, expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts, considering market conditions for the asset being valued, independent of earnings generated by the business in which the property is or will be installed, as of a specific date.

*As defined by Valuing MACHINERY AND EQUIPMENT: The Fundamentals of Appraising Machinery & Technical Assets, Third Edition, by the American Society of Appraisers.*

### ORDERLY LIQUIDATION VALUE

Orderly Liquidation Value is the estimated gross amount, expressed in terms of money, that could be typically realized from a liquidation sale, given a reasonable period of time to find a purchaser (or purchasers), with the seller being compelled to sell on an as-is, where-is basis, as of a specific date.

*As defined by Valuing MACHINERY AND EQUIPMENT: The Fundamentals of Appraising Machinery & Technical Assets, Third Edition, by the American Society of Appraisers.*

### FORCED LIQUIDATION VALUE

Forced Liquidation Value is the estimated gross amount, expressed in terms of money, that could typically be realized from a properly advertised and conducted public auction, with the seller being compelled to sell with a sense of immediacy on an "as is," "where is" basis, as of a specific date.

*As defined by Valuing MACHINERY AND EQUIPMENT: The Fundamentals of Appraising Machinery & Technical Assets, Third Edition, by the American Society of Appraisers.*

## MACHINERY AND EQUIPMENT DEFINITIONS

The following values are defined in the publication Valuing Machinery and Equipment: The Fundamentals of Appraising Machinery & Technical Assets, Third Edition, by the American Society of Appraisers.

1. Fair Market Value is an opinion expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having a reasonable knowledge of relevant facts, as of a specific date.
2. Fair Market Value – Removed is an opinion, expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, considering removal of the property to another location, as of a specific date.
3. Fair Market Value in Continued Use is an opinion, expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, as of a specific date and assuming the business earnings support the value reported, without verification.
4. Fair Market Value – Installed is an opinion, expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts, considering market conditions for the asset being valued, independent of earnings generated by the business in which the property is or will be installed, as of a specific date.
5. Orderly Liquidation Value is an opinion of the gross amount, expressed in terms of money, that typically could be realized from a liquidation sale, given a reasonable period of time to find a purchaser (or purchasers), with the seller being compelled to sell on an as-is, where-is basis, as of a specific date.
6. Forced Liquidation Value is an opinion of the gross amount, expressed in terms of money, that typically could be realized from a properly advertised and conducted public auction, with the seller being compelled to sell with a sense of immediacy on an as-is, where-is basis as of a specific date.
7. Liquidation Value in Place is an opinion of the gross amount, expressed in terms of money, that typically could be realized from a properly advertised transaction, with the seller being compelled to sell, as of a specific date, for a failed, non-operating facility, assuming that the entire facility is sold intact.
8. Salvage Value is an opinion of the amount, expressed in terms of money, that may be expected for the whole property or a component of the whole property that is retired from service for possible use, as of a specific date.
9. Scrap Value is an opinion of the amount, expressed in terms of money, that could be realized for the property if it were sold for its material content, not for a productive use, as of a specific date.
10. Insurance Cost New is the replacement or reproduction cost new as defined in the insurance policy less the cost new of the items specifically excluded in the policy, as of a specific date.
11. Insurable Value Depreciated is the insurance replacement or reproduction cost new less accrued depreciation considered for insurance purposes, as defined in the insurance policy or other agreements, as of a specific date.

## METHOD OF VALUATION

Appraisal methods employed in arriving at the conclusion, as to value on all the equipment in this section may include the Cost Approach Analysis, the Income Approach Analysis and the Market Data Approach Analysis. At times, the Income Approach Analysis is used. However, on equipment of this type, it would be deemed inadvisable, as it is the result of a purely hypothetical value.

### COST APPROACH

The Cost Approach Analysis is defined as a "method in which the value of a property is derived by estimating the replacement cost of the improvements and deducting therefrom the estimated depreciation." There are three primary forms of depreciation: physical, functional, and economic. Physical depreciation is often curable and may involve cosmetic appearance (but, in fact, could go deeper). Functional depreciation means that the machinery has had a loss in productivity due to wear and tear. Economic depreciation (sometimes referred to as External Depreciation) occurs outside of the subject property which results in a loss of value. In determining depreciation, the appraiser has used his judgment and prudence in determining the depreciation factor which could be a combination of all three forms described in total. Experience with this type of equipment has proven the use of a formula, which is as follows:

$$\text{Fair Market Value} = \frac{\text{Remaining Life}}{\text{Normal Life}} \times \text{Cost New}$$

This formula again has proven to be effective on numerous occasions.

### MARKET DATA APPROACH

This approach is an appraisal technique in which the market value estimate is predicated upon prices being paid in actual market transactions and current listings, the former fixing the lower limit of value in a static or advancing market and fixing the higher limit of value in a declining market, and the latter fixing the higher limit in any market. It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon:

1. The degree of comparability of each property with the property under appraisal.
2. The time of the sale.
3. The verification of the sale data.
4. The absence of unusual conditions affecting the sale.

### INCOME APPROACH

The Income Approach to value is used only when solid data involving income and expenses for an item can be established. It is considered hypothetical in most situations involving equipment, and though while considered, has not been applied in the final value estimate.

### REASONING THAT SUPPORT ANALYSIS, OPINIONS & CONCLUSIONS

To provide Cost Less Depreciation Analysis, the appraiser may use, when possible, the actual manufacturer (or dealers) of the subject equipment. At times, new replacement models are offered when the subject model is no longer being made. When this condition exists, the appraiser should endeavor to correlate and adjust for various factors involved. If the actual manufacturer of the equipment is not available or cannot be reached for any reason, then dealers or distributors are contacted, when possible, for verification of similar items with similar utility. Sometimes the manufacturer, distributors, and dealers can provide information for the Market Data Approach as well, since they are oftentimes aware of equipment on the used market, even selling similar equipment at times. A search is also made of similar items in the general marketplace that have sold and are presently offered for sale. Unless specifically stated, the Income Approach has not been applied in this assignment for reasons mentioned above.

# MACHINERY & EQUIPMENT APPRAISAL

## SOURCES

The following sources were contacted and/or researched in this assignment:

Trader Interactive, LLC (Equipment Trader)

My Little Salesman, Inc.

Ritchie Bros. Auctioneers (Iron Planet, Ritchie List, Mascus)

Sandhills Global, Inc. (Machinery Trader, Auction Time)

HGR Industrial Surplus, LLC

Machinio Corp.

EquipNet, Inc.

Trade Machines FI GmbH

Exapro S.A.S

D&T Equipment Sales & Rental

D&T Equipment Sales & Rental

Machineseeker Group GmbH

Purple Wave, Inc.

JM Industrial

Suggs Equipment Sales, Inc.

Bid-On-Equipment (BOE)

Additional details of the analysis for each asset involved in this assignment are maintained in the appraiser's files.

## ECONOMIC ANALYSIS



### Economic Profile for New Jersey

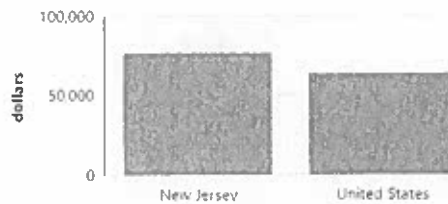
Personal income last published on September 30, 2022

The population of New Jersey in 2021 was 9,267,130. Its rank was 11th in the nation. Note: Census Bureau midyear population estimate. BEA produced intercensal annual state population statistics for 2010 to 2019 that are tied to the Census Bureau decennial counts for 2010 and 2020. BEA used the Census Bureau Das Gupta method to produce the intercensal population figures that will be used until the Census Bureau releases its official intercensal population data.

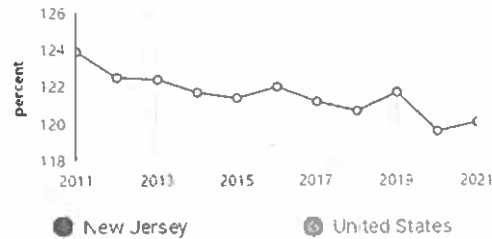
#### Per Capita Personal Income

In 2021, New Jersey had a per capita personal income (PCPI) of \$77,016. This PCPI ranked 3rd in the United States and was 120.1 percent of the national average, \$64,143. The 2021 PCPI reflected an increase of 7.7 percent from 2020. The 2020–2021 national change was 7.3 percent. In 2011, the PCPI of New Jersey was \$52,947 and ranked 3rd in the United States. The 2011–2021 compound annual growth rate of PCPI was 3.8 percent. The compound annual growth rate for the nation was 4.1 percent. Note: Per capita personal income is total personal income divided by total midyear population. BEA produced intercensal population figures for 2010 to 2019 that are tied to the Census Bureau decennial counts for 2010 and 2020 to create a consistent population time series. BEA used the Census Bureau Das Gupta method to produce the intercensal population figures that will be used until the Census Bureau releases its official intercensal population data.

Per Capita Personal Income, 2021



Per Capita Income as a Percent of the United States



#### Personal Income

In 2021, New Jersey had a personal income of 713,720.6. This personal income ranked 7th in the United States. In 2011, the personal income of New Jersey was 470,008.1 and ranked 7th in the United States.

\*Personal income estimates are in millions of dollars, not adjusted for inflation.

	2020–2021	2011–2021
New Jersey	7.6%	4.3%
U.S.	7.5%	4.8%

CAGR: compound annual growth rate



## ADDITIONAL CONSIDERATIONS

### TITLE OF APPRAISED EQUIPMENT

It is understood the items listed in this report are owned and belong to Cape May County Municipal Utilities Authority. The writer makes no guarantee, however, concerning ownership or clear title.

### MEASURABLE MARKETPLACE

There are distinct levels of trade and each may have its own market value. The writer is under the opinion that other similar equipment would be the most appropriate market.

### ESTIMATED EXPOSURE TIME

Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The appraiser believes that if properly exposed to the open market, the subject item(s) would have sold in approximately 60 days.

### EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS

An Extraordinary Assumption is an assumption related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary Assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

A hypothetical condition is a condition, related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but used for purposes of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

1. It is believed there are no hidden defects which are not discernible from a visual inspection and which could affect value.
2. Issues resulting from the above condition could affect the assignment results.

## COMMENTS REGARDING EQUIPMENT

The appraiser has attempted to analyze all subject sales comparisons, offers, options, and listings in accordance with USPAP Standards Rule 7-5. Data found was limited, and in some cases, unobtainable. The appraiser has had conversations with dealers, manufacturers, brokers, and others. The Internet has also been used, all to determine detail and characteristics of the appraised item(s). Data that was found has been weighted in the final value estimate or otherwise considered irrelevant.

### EQUIPMENT ANALYSIS & NOTES

- The subject company operates in the Waste Management – Materials Recycling industry.
- The subject company utilizes various conveyors, screeners, sorters, separators, balers and other complementary equipment, in the day-to-day operations.
- There is a decent aftermarket available for used conveyor, screener, sorter, separator and baler equipment. These products are readily available from dealers, auctioneers and private sellers.
- When the "year of manufacture" is not available for any piece of equipment, we used the first year the particular make and model was introduced. If the manufacturer and/or model is not available, we used the closest "like" product we could find with the same and/or similar specifications/capabilities.

# EQUIPMENT LIST

Cape May County Municipal Utilities Authority

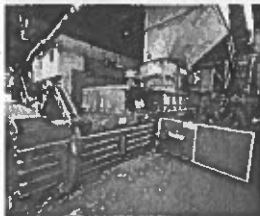
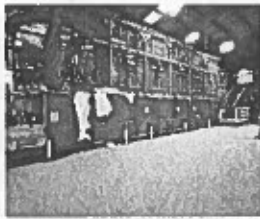
Year	Manufacturer	Model	Description	Serial Number	FMV	OLV	FLV
2013	KMI	60"Wx30'L Chain Belt Lower Horizontal Conveyor	Conveyor (Item 200)		\$ 11,700	\$ 8,658	\$ 6,435
2013	KMI	60"Wx48'L Chain Belt Inclined Infeed Conveyor	Conveyor (Item 201)		\$ 15,500	\$ 11,470	\$ 8,525
2013	KMI	60"Wx30' Pre Sort Conveyor	Conveyor (Item 202)		\$ 11,700	\$ 8,658	\$ 6,435
2013	KMI	60"Wx12'L OCC Transfer Conveyor	Conveyor (Item 204)		\$ 6,800	\$ 5,100	\$ 3,808
2013	KMI	60"Wx30'L OCC Transfer Conveyor	Conveyor (Item 205)		\$ 11,700	\$ 8,658	\$ 6,435
2013	KMI	60"Wx30'L OCC Transfer Conveyor	Conveyor (Item 206)		\$ 11,700	\$ 8,658	\$ 6,435
2013	KMI	48"Wx65'L 2" Minus Collection Conveyor	Conveyor (Item 208)		\$ 16,150	\$ 11,951	\$ 8,883
2013	KMI	24"Wx52'8"L 2" Minus Transfer Conveyor Inclined	Conveyor (Item 209)		\$ 10,200	\$ 7,650	\$ 5,712
2013	KMI	72"Wx18'9"L OCC Screen Unders Collecting Conveyor	Conveyor (Item 213)		\$ 10,650	\$ 7,988	\$ 5,964
2013	KMI	72"Wx25' News Screen Infeed Conveyor Inclined	Conveyor (Item 214)		\$ 11,700	\$ 8,658	\$ 6,435
2013	KMI	42"Wx19'8"L ONP Collecting Conveyor	Conveyor (Item 216)		\$ 7,450	\$ 5,588	\$ 4,172
2013	KMI	72"Wx28'L Glass Breaker Overs Transfer Conveyor Inclined	Conveyor (Item 218)		\$ 12,500	\$ 9,250	\$ 6,875
2013	KMI	42"Wx24'L ONP/Mixed Fiber Collecting Conveyor	Conveyor (Item 220)		\$ 8,700	\$ 6,525	\$ 4,872
2013	KMI	60"Wx15'8"L ONP Disk Screen #2 Unders Transfer Conveyor	Conveyor (Item 222)		\$ 8,400	\$ 6,300	\$ 4,704
2013	KMI	42"Wx18'L Air Knife Feed Conveyor	Conveyor (Item 223)		\$ 7,050	\$ 5,288	\$ 3,948
2013	KMI	36"Wx71'2"L Container Transfer Conveyor, Inclined	Conveyor (Item 225)		\$ 14,500	\$ 10,730	\$ 7,975
2013	KMI	36"Wx69'2"L Container Transfer Conveyor, Inclined	Conveyor (Item 226)		\$ 14,300	\$ 10,582	\$ 7,865
2013	KMI	36"Wx25'3"L Container Transfer Conveyor	Conveyor (Item 227)		\$ 7,950	\$ 5,963	\$ 4,452
2013	KMI	30"Wx43'6"L Fiber Transfer Conveyor	Conveyor (Item 228)		\$ 10,400	\$ 7,800	\$ 5,824
2013	KMI	48"Wx23'L Ferrous Transfer Conveyor	Conveyor (Item 231)		\$ 9,400	\$ 7,050	\$ 5,264
2013	KMI	54"Wx11'L 2" Minus Collection Conveyor	Conveyor (Item 233)		\$ 6,000	\$ 4,500	\$ 3,360
2013	KMI	24"Wx16'2"L 2" Minus Transfer Conveyor	Conveyor (Item 234)		\$ 4,900	\$ 3,675	\$ 2,744
2013	KMI	24"Wx63'6"L 2" Minus Transfer Conveyor Drop Tail	Conveyor (Item 235)		\$ 10,950	\$ 8,213	\$ 6,132
2013	KMI	48"Wx34'L MSS Aladdin Unders Transfer Conveyor	Conveyor (Item 239)		\$ 11,200	\$ 8,288	\$ 6,160
2013	KMI	30"Wx16'L MSS Aladdin Unders Transfer Conveyor	Conveyor (Item 240)		\$ 5,200	\$ 3,900	\$ 2,912
2013	KMI	30"Wx12'8"L MSS Aladdin Unders Transfer Conveyor To Sortline	Conveyor (Item 241)		\$ 4,900	\$ 3,675	\$ 2,744
2013	KMI	60"Wx31'8"L Chain Belt OCC Bunker Conveyor	Conveyor (Item 242)		\$ 12,000	\$ 8,880	\$ 6,600
2013	KMI	24"x33'6"L 2" Minus Transfer Conveyor	Conveyor (Item 243)		\$ 7,300	\$ 5,475	\$ 4,088
2013	KMI	30"x23'8"L Small Fraction Fiber Transfer Conveyor	Conveyor (Item 244)		\$ 6,800	\$ 5,100	\$ 3,808
2013	KMI	42"x30'L Large Fraction Fiber Transfer Conveyor	Conveyor (Item 245)		\$ 10,200	\$ 7,650	\$ 5,712
2013	KMI	42"x45'6"L Large Fraction Fiber Transfer Conveyor	Conveyor (Item 246)		\$ 12,000	\$ 8,880	\$ 6,600
2013	KMI	18"x31'L Containers Collecting Conveyor	Conveyor (Item 247)		\$ 5,900	\$ 4,425	\$ 3,304
2013	KMI	24"x84'L Containers Transfer Conveyor	Conveyor (Item 248)		\$ 12,500	\$ 9,250	\$ 6,875
2013	KMI	24"x11'L Pet QC Conveyor	Conveyor (Item 249)		\$ 4,500	\$ 3,375	\$ 2,520
2013	KMI	24"x14'8" Glass Transfer Conveyor Into Glass Crusher	Conveyor (Item 250)		\$ 4,800	\$ 3,600	\$ 2,688
2002	CP MFG.	30"Wx20'9"L Horizontal Infeed Conveyor	Conveyor (Item C-01)	44015-3	\$ 4,000	\$ 2,880	\$ 2,120
2002	CP MFG.	30"Wx56'L Inclined Infeed Conveyor	Conveyor (Item C-02)	484510	\$ 8,600	\$ 6,192	\$ 4,558
2002	CP MFG.	30"Wx28'L Lights Transfer Conveyor To Sorting	Conveyor (Item C-07)	1031-007-001	\$ 5,200	\$ 3,744	\$ 2,756
2002	CP MFG.	30"Wx30'L Glass Sorting Conveyor	Conveyor (Item C-08)	1031-008-001	\$ 5,600	\$ 4,032	\$ 2,968
2002	CP MFG.	24"Wx18'6"L Tin Transfer Conveyor	Conveyor (Item C-11)	1031-011-001	\$ 3,350	\$ 2,412	\$ 1,776

2002	CP MFG.	24"Wx37'3"L Tin Transfer Conveyor	Conveyor (Item C-12)	1031-012-001	\$ 5,600	\$ 4,032	\$ 2,968
2002	CP MFG	30"Wx92'3" Residue Transfer Conveyor	Conveyor (Item C-13)	1030-013-001	\$ 10,800	\$ 7,668	\$ 5,616
2002	CP MFG	30"Wx33'3" L Residue Transfer Conveyor To Compactor	Conveyor (Item C-14)	1031-014-001	\$ 5,800	\$ 4,176	\$ 3,074
2002	CP MFG	49"Wx70'L Baler Feed Conveyor	Conveyor (Item C-16)	489511	\$ 12,650	\$ 8,982	\$ 6,578
2004	CP MFG.	60"Wx50'L Fiber Infeed Conveyor	Conveyor (Item C-700)		\$ 11,400	\$ 8,094	\$ 5,928
2004	CP MFG	48"Wx50'L OCC Sorting Conveyor	Conveyor (Item C-701)	1100-1	\$ 9,750	\$ 7,020	\$ 5,168
2004	CP MFG.	60"Wx45'3"L ONP Unders From Disc Screen To C-703	Conveyor (Item C-702)		\$ 10,700	\$ 7,597	\$ 5,564
2004	CP MFG	36"Wx15'L Transfer Conveyor From C-702 to C-711	Conveyor (Item C-703)	1100-3	\$ 3,800	\$ 2,736	\$ 2,014
2004	CP MFG.	48"Wx40'L ONP Sort Conveyor	Conveyor (Item C-704)	1100-4	\$ 9,050	\$ 6,516	\$ 4,797
2004	Triple E Conveyor	72"Wx32'L ONP Bunker conveyor	Conveyor (Item C-707)		\$ 9,500	\$ 6,840	\$ 5,035
2004	Triple E Conveyor	72"Wx32'L OCC Bunker conveyor	Conveyor (Item C-708)		\$ 9,500	\$ 6,840	\$ 5,035
2004	Triple E Conveyor	60"Wx71'L Bunker Transfer To Baler Feed Conveyor	Conveyor (Item C-709)		\$ 13,200	\$ 9,372	\$ 6,864
2004	Triple E Conveyor	60"Wx30'L ONP Conveyor From Floor To Sort Room	Conveyor (Item C-711)		\$ 8,700	\$ 6,264	\$ 4,611
2004	Triple E Conveyor	72"Wx33'L Baler Feed Conveyor	Conveyor (Item C-712)	1100-5	\$ 9,750	\$ 7,020	\$ 5,168
2004	Triple E Conveyor	48"x15'L OCC Transfer To Bin Conveyor	Conveyor (Item C-713)		\$ 4,300	\$ 3,096	\$ 2,279
2013	CP MFG.	60"W Metering Drum/HPU Unit 7.5HP	Metering Drum (Item 2018)		\$ 6,550	\$ 4,913	\$ 3,734
2013	CP MFG.	60"W Glass Breaker 3 Sections	Glass Breaker (Item 232)		\$ 51,200	\$ 38,400	\$ 28,160
2013	CP MFG.	60"W Glass Breaker 3 Sections	Glass Breaker (Item 207)		\$ 51,200	\$ 38,400	\$ 28,160
2013	CP MFG.	80"W Scalping/OCC Sreen 3 Section	OCC Screen (Item 203)		\$ 66,050	\$ 49,538	\$ 36,328
2013	CP MFG.	100"W ONP Disk Screen #1	OCC Screen (Item 215)		\$ 90,100	\$ 67,575	\$ 49,555
2013	CP MFG.	100"W ONP Disk Screen #2	OCC Screen (Item 219)		\$ 90,100	\$ 67,575	\$ 49,555
2013	Impact Air	42"W Single Air Knife Density Separator System	Air Knife (Item 224)		\$ 15,600	\$ 11,388	\$ 8,424
2013	Dings	42"Wx42"D Drum Magnet	Drum Magnet (Item 230)		\$ 18,100	\$ 13,758	\$ 10,498
2013	MSS	64"W Aladdin Single Ejection Metal Sorter	Metal Sorter (Item 236)		\$ 72,050	\$ 54,758	\$ 41,069
2012	Kaeser	ASD-30T Compressor	Air Compressor (Item 237)	1632	\$ 7,700	\$ 6,006	\$ 3,850
2013	CP MFG.	48'L Pet Silo Blower	Blower (Item 238)		\$ 3,000	\$ 2,340	\$ 1,500
2002		10HP Eddy Current Separator System	Separator (Item E-9)		\$ 16,300	\$ 11,736	\$ 8,476
2002	Hazemag	APS-0604/K 20HP With 3/8"-1" Glass Trommel 2HP	Glass Crusher (Items K-20 and T-21)	1819HU	\$ 43,400	\$ 33,852	\$ 25,606
2002	Harris Selco	Badger Baler 75HP	Baler (Item B-100)	8362	\$ 68,350	\$ 53,313	\$ 40,327
2002	Harris Selco	HLO-8010AR150 75HP	Baler (Item HLO)	70574	\$ 64,500	\$ 50,310	\$ 38,055
		Storage Bunker For Tin	Storage Bunker (BB-01)		\$ 4,550	\$ 3,413	\$ 2,548
		Storage Bunker For HDPE Natural	Storage Bunker (BB-02)		\$ 4,550	\$ 3,413	\$ 2,548
		Storage Bunker For HDPE Color	Storage Bunker (BB-03)		\$ 4,550	\$ 3,413	\$ 2,548
		Storage Bunker For PET	Storage Bunker (BB-04)		\$ 4,550	\$ 3,413	\$ 2,548
		Storage Bunker For Other	Storage Bunker (BB-05)		\$ 4,550	\$ 3,413	\$ 2,548
		Storage Bunker For Aluminum	Storage Bunker (BB-06)		\$ 4,550	\$ 3,413	\$ 2,548
		Storage Bunker For Waste Paper	Storage Bunker (BB-07)		\$ 4,550	\$ 3,413	\$ 2,548
	Mitsubishi	FD35N	Forklift	AF14G50056	\$ 13,800	\$ 10,764	\$ 8,280
			Isolated Equipment Value		\$ 1,208,700	\$ 905,432	\$ 671,551
			Ancillary Equipment Value		\$ 154,109	\$ 89,185	\$ 59,432
			Total M&E Value		\$ 1,362,809	\$ 994,617	\$ 730,983

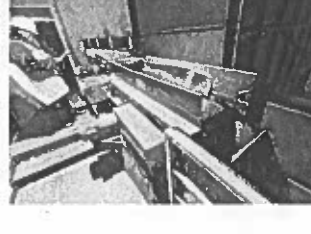
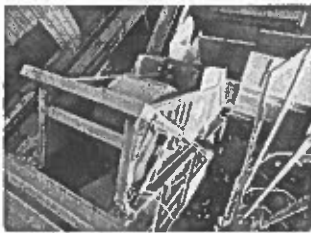
EQUIPMENT IMAGES



CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY



EQUIPMENT IMAGES



## FINAL VALUE SUMMARY & RECONCILIATION

Based on the information supplied to the appraiser, using due diligence and discussions with individuals who sell new and used similar equipment, the appraiser has used the Market Data Approach for appraisal of the subject company's machinery and equipment. All data used has been retained in the appraiser's work file as required in a Restricted Appraisal Report.

### CAPITAL EQUIPMENT ITEMS

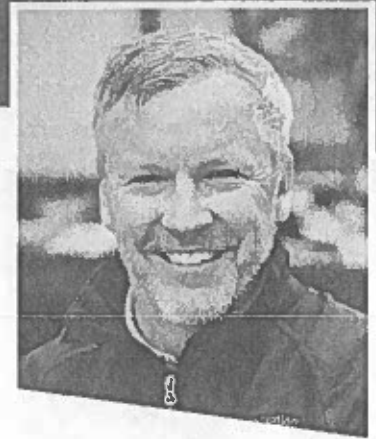
		Rounded Total
Fair Market Value	\$1,362,809	\$1,362,809
Orderly Liquidation Value	\$994,617	\$994,617
Forced Liquidation Value	\$730,983	\$730,983



## TODD TAYLOR, CMEA

Todd Taylor holds the accreditation of Machinery & Equipment Appraiser (CMEA) and is leading the team to provide a highly-demanded service of capital equipment appraisal services to our clients. Todd brings a diverse business background to GCF. Todd's approach to valuation comes from his experience in owning and running a diverse group of companies. Before joining GCF in 2012, Todd spent most of his career in operations, running telecommunications, construction and manufacturing companies. Todd started his career as the VP of Operations for a small telecommunications company in the Washington DC area. He then became Regional Director of Operations for a national construction contractor before buying a manufacturing company that provided B2B and B2G services. His breadth of experience has given him a unique and unparalleled ability to spot trends across industries.

Todd and his wife Liv have been married for 24 years and they have 3 boys - their oldest graduated from the United States Military Academy at West Point. In his spare time, Todd and Liv really enjoy buying and renovating houses. When Todd is not in the office, you will most likely find him on a lake, the ocean, a golf course, a mountain biking trail or trying to find a new sport to play with his family.



**CONTACT:**

Todd Taylor, CMEA

E: [ttaylor@gvalue.com](mailto:ttaylor@gvalue.com)

P: 813-658-3508

## THE GCF REPORT CARD

Let's get to the nitty gritty. How did the GCF Business Valuation team execute for you? We strive for straight A's at the end of every project. If we missed the mark on any of these, we sincerely want to know and welcome a straight forward conference (sans our parents!).

### Here are the "A's" we commit to and focus on every day:

- ☑ **Accessibility:** We will always make the time to answer your questions after a final valuation. We are a phone call and email away. Don't hesitate to contact us.
- ☑ **Accuracy:** We pride ourselves on sweating the details. If something got missed, let us know.
- ☑ **Alignment:** We have no problem providing revisions or updates to a valuation report. If something needs to be reconsidered, we will always take another look.
- ☑ **Appreciation:** We are thankful for the opportunity to work with you, your team, and to be a part of the small business community. We value referrals and you can count on GCF to treat them like gold.



## ADDENDA

### ADDITIONAL DEFINITIONS & TERMS FROM USPAP

Various terms are used throughout the appraisal report. A full list of definitions is available upon request.

Cape May County Municipal Utilities Authority

RESOLUTION NO. 166-23

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 TO  
CONTRACT MISC-44-23 – INSPECTION, OEM MAINTENANCE AND EQUIPMENT REPAIR  
SERVICES AT THE INTERMEDIATE PROCESSING FACILITY WITH ADVANCED DESIGN &  
CONTROL CORP. DBA ADVANCED EQUIPMENT SALES**

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 Solid Waste Program Manager, regarding Contract MISC-44-23 – Inspection, OEM Maintenance and Equipment Repair Services at the Intermediate Processing Facility with Advanced Design & Control Corp. dba Advanced Equipment Sales. is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: Increase total amount by \$44,647.98.

Work Involved: This Change Order represents an increase in the total Contract Amount to be paid to the Contractor for additional work and supplies, as needed.

Impact on Contract Schedule: No Change

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						
Ms. Saduk						
Mr. Rixey						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 166-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 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:** Inspection, OEM Maintenance and Equipment Repair Services at the Intermediate Processing Facility (MISC-44-23)

**Original Purpose and Scope of Contract:** The scope of this Contract is to secure a vendor who will provide all necessary labor, supervision, equipment, tools and/or materials for inspection, OEM maintenance and miscellaneous repair services on the Intermediate Processing Facility's processing equipment utilized by the Authority's Solid Waste Program. Part 1 of the Contract consists of the inspection and OEM maintenance services of the existing IPF processing equipment. Part 2 of the Contract consists of the repairs to the processing equipment that are recommended by the Contractor as a result of Part 1 work. Part 3 of the Contract consists of the continued inspection, OEM maintenance and repair services on an as-needed basis.

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** Advanced Design & Control Corp. **Address:** 535 Hagey Road  
Souderton, PA 18964

**CHANGE ORDER INFORMATION**

**Change Order Number:** 1

**Change Order Scope:** Advanced Design & Control Crop. will continue to provide all necessary labor, supervision, equipment tools, and/or materials for inspection, OEM maintenance and miscellaneous repair services on the Intermediate Processing Facility's processing equipment. Part 1 of the Contract consists of the inspection and OEM maintenance services of the existing IPF processing equipment. Part 2 of the Contract consists of the repairs to the processing equipment that are recommended by the Contractor as a result of the Part 1 work. Part 3 of the Contract consists of the continued inspection, OEM maintenance and repair services on an as needed basis. This change order will increase the contract amount by \$44,647.98 and will not increase the contract duration.

**Change Order Description:** The initial inspection and repair services on the IPF processing equipment continues and although the work in Tasks 1 and 2 are nearing completion there is a possibility that unforeseen issues with the processing equipment may arise which could require additional funding.

**Original Contract Value:** \$228,964.00

**Value of this Change Order:** \$44,647.98

**Cumulative Change Order Value, including this Change Order:** \$44,647.98




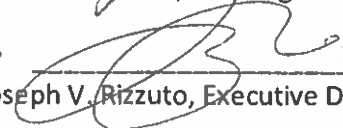
**New Contract Value, including this Change Order:** \$273,611.98

**Contract Completion Date Prior to this Change Order:** October 19, 2024

**Time Extension, this Change Order:** 0

**Total Change Order Contract Time Extension/Completion Date:** October 19, 2024

**Cumulative Change Order % of Original Contract:** 19.5%

	<u>12-14-2023</u>		<u>12/14/2023</u>
Kevin W. McGahey, Purchasing Agent	Date	John R. Contruo, SW Program Manager	Date
	<u>12/14/2023</u>		<u>12/13/23</u>
Robert P. Donato, Chief Financial Officer	Date	Joseph V. Rizzuto, Executive Director	Date

## CHANGE ORDER

Cape May County MUA Contract MISC-44-23 Change Order 1

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

1. SCOPE OF WORK:

Advanced Design & Control Corp. will continue to provide all necessary labor, supervision, equipment tools, and/or materials for inspection, OEM maintenance and miscellaneous repair services on the Intermediate Processing Facility's processing equipment. Part 1 of the Contract consists of the inspection and OEM maintenance services of the existing IPF processing equipment. Part 2 of the Contract consists of the repairs to the processing equipment that are recommended by the Contractor as a result of the Part 1 work. Part 3 of the Contract consists of the continued inspection, OEM maintenance and repair services on an as needed basis. This change order will increase the contract amount by \$44,647.98 and will not increase the contract duration.

2. REASON FOR THIS CHANGE ORDER:

The initial inspection and repair services on the IPF processing equipment continues and although the work in Tasks 1 and 2 are nearing completion there is a possibility that unforeseen issues with the processing equipment may arise which could require additional funding.

3. REFERENCES:

Contract Change Order Fact Sheet, (Attached).

4. CONTRACT AMOUNT:

Contract Amount Prior to this Change Order:.....	\$ <u>228,964.00</u>
<u>(Increase)</u> (Decrease) Dollars:.....	\$ <u>44,647.98</u>
New Contract Amount Including this Change Order:.....	\$ <u>273,611.98</u>

5. CONTRACT TIME:

Contract Completion Date Prior to this Change Order .....	<u>10/19/2024</u>
(Increase) (Decrease) Calendar Days.....	<u>No Change</u>
New Contract Completion Date Including this Change Order.....	<u>10/19/2024</u>

This change order constitutes full mutual accord and satisfaction for all time and 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:

Advanced Design & Control Group  
535 Hagey Road  
Souderton, PA 18964

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, NJ 08210

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

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



Cape May County Municipal Utilities Authority

**RESOLUTION NO. 167-23**

**RESOLUTION APPOINTING PUBLIC AGENCY COMPLIANCE OFFICER**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") is a public body and therefore is required to comply with N.J.A.C. 17:27-3.2 which requires that each public agency annually designate an individual to serve as its Public Agency Compliance Officer; and,

**WHEREAS**, the Authority's Executive Director has recommended that Ann M. McDevitt be appointed as the Public Agency Compliance Officer for the CMCMUA for calendar year 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the Cape May County Municipal Utilities Authority, a body corporate and politic, hereby appoints Ann M. McDevitt, Office Manager, as Public Agency Compliance Officer for the Cape May County Municipal Utilities Authority.

	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. 167-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 2023.

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

MEMORANDUM

December 12, 2023

TO: CMCMUA AUTHORITY MEMBERS

FROM: Joseph V. Rizzuto, Executive Director 

RE: Recommendation Regarding Appointment of  
Public Agency Compliance Officer

The New Jersey Department of the Treasury's Division of Contract Compliance and Equal Employment Opportunity in Public Contracts requires that public agencies such as the CMCMUA annually designate a Public Agency Compliance Officer. Ann M. McDevitt, the Authority's Office Manager currently serves as the Authority's Compliance Officer.

Accordingly, it is requested that you consider the reappointment of Ann M. McDevitt as the Authority's Public Agency Compliance Officer for 2024. A Resolution authorizing this appointment is attached for your consideration at the December 20, 2023 Regular Meeting of the Authority.

JVR:amm

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 168-23

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Authority's Chief Financial Officer 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. A contract is hereby authorized between the Cape May County Municipal Utilities Authority and Marsh & McLennan Agency, LLC, in a form substantially the same as currently on file with the Authority's Office Manager, for a fixed fee in amount of \$14,000.00, subject to Year 2024 Budget appropriations, to provide Risk Management Consultant services as outlined in said contract.
2. The term of said contract is for one (1) year commencing January 1, 2024.

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

	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 Risk Management Consultant Services for a total not-to-exceed amount of \$14,000.00 under the line item appropriation or account number(s) 100-0000-612-40-00. 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. 168-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 20<sup>th</sup> day of December 2023.

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

MEMORANDUM

December 14, 2023

TO: Joseph V. Rizzuto, Executive Director

FROM: Bradley T. Rosenthal, Risk Program Manager *BRM*

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

The By-Laws of the New Jersey Utility Authorities Joint Insurance Fund (JIF) recommend that each participating Authority assume the responsibility for the development of its own Risk Management Program by utilizing the services of its in-house staff and/or by utilizing the services of an outside professional Risk Management Consultant. The JIF By-Laws provide that with the development of a Risk Management Program the Authority will receive a 6% rebate of the annual insurance premium paid; we have received the 6% rebate each year since becoming a member of the JIF. The rebate for 2024 is anticipated to be \$76,196.58.

The Authority's current Contract for Risk Management Consultant Services with the Marsh & McLennan Agency of Cape May, NJ expired on December 31, 2023.

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

Marsh & McLennan has performed all requested Risk Management Consultant services for the Authority since 1994 in a satisfactory manner. Therefore, it is my recommendation that Marsh & McLennan be reappointed as the CMCMUA's Risk Management Consultant for the period January 1, 2024 through December 31, 2024 for a fixed fee in the amount of \$14,000.00.

It is requested that this matter be considered by the Authority Board Members for approval at the first available opportunity during a Regular Meeting in January.

Approved (✓)

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

*12/14/23*  
\_\_\_\_\_  
Date

Enclosure



**MARSH & McLENNAN**  
**AGENCY**

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

12/5/2023

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

RE: NJ Utility Authority Joint Insurance Fund  
2024 RMC Fee Agreement  
01/01/2024 - 01/01/2025

Dear Mr. Rosenthal:

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

We received an annual fee of \$14,000 for our services in 2023 and respectfully submit our proposal to renew our agreement for 2024. We appreciate the Cape May County Municipal Utilities Authority's consideration of allowing us to continue our service.

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

Thank you.

Very truly yours,

*Michael McLaughlin*

Michael McLaughlin, ARMC  
Risk Management Consultant

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

CAPEMAY52

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: 12/07/23 to 12/20/23  
 Include Non-Budgeted: Y  
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2300111	01/11/23	CASAP005	CASA PAYROLL SERVICE	Payroll Services Contract 1 Yr	Open	303.00	0.00
M2300114	01/11/23	WASTE045	WASTE MANAGEMENT OF NJ, INC.	TRASH DISPOSAL SERVICES	Open	73.36	0.00
M2300137	01/13/23	AMBAS005	AMBASSADOR MEDICAL SERV., INC	Drug & Alcohol Testing Program	Open	60.00	0.00
M2300172	01/19/23	HAWKI005	HAWKINS DELAFIELD & WOOD LLP	RNG FEASIBILITY	Open	5,197.50	0.00 C
			Contract No: C2300005				
M2300285	01/27/23	STEWA005	STEWART BUSINESS SYSTEMS	MANAGED PRINT SERVICES	Open	371.25	0.00
M2300288	01/28/23	MOTTM005	MOTT MACDONALD GROUP, LLC	RFP-33-21 SHARED CONVEYANCE	Open	18,638.23	0.00
M2300409	02/03/23	MOTTM005	MOTT MACDONALD GROUP, LLC	RFP-06-22 PROF SER ENG: OC WTF	Open	5,396.50	0.00
M2300455	02/07/23	EUROF005	EUROFINS ENV TESTING PHILA LLC	2023 NJDES SAMPLING & TESTING	Open	88.00	0.00 C
			Contract No: C2300006				
M2300457	02/07/23	UNIFI005	UNIFIRST CORPORATION	UNIFORM SERVICE FOR LANDFILL	Open	1,264.44	0.00
M2300460	02/07/23	SPRIN010	CRYSTAL SPRINGS	DRINKING WATER	Open	196.49	0.00
M2300465	02/08/23	XEROX010	XEROX CORPORATION - LEASE	XEROX COPIERS	Open	1,396.03	0.00
M2300486	02/09/23	UNIFI005	UNIFIRST CORPORATION	UNIFORM SERVICE	Open	380.00	0.00
M2300488	02/09/23	UNIFI005	UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	687.61	0.00
M2300603	02/22/23	SPRIN010	CRYSTAL SPRINGS	DISTILLED WATER FOR LAB	Open	77.00	0.00
M2300731	03/07/23	ONECA010	ONE CALL CONCEPTS, INC.	NJ ONE CALL-MARK OUTS 2023	Open	337.48	0.00
M2301052	04/13/23	APPLI015	APPLIED INDUSTRIAL TECH.	SCUM CONCENTRATOR REPLACEMENT	Open	127,863.97	0.00
M2301054	04/13/23	APPLI015	APPLIED INDUSTRIAL TECH.	SCUM CONCENTRATOR REPLACEMENT	Open	101,890.54	0.00
M2301164	04/26/23	UNITE050	UNITED ELECTRIC	SCRUBBER FAN VFD'S - SCADA	Open	5,854.88	0.00 C
			Contract No: C2200056				
M2301298	05/12/23	FOLEY005	FOLEY, INC.	RPO Cat 730 Articul. Dump Truc	Open	13,500.00	0.00
M2301419	05/26/23	UNITE050	UNITED ELECTRIC	CMWWTF VFD ORDER	Open	14,176.24	0.00 C
			Contract No: C2200056				
M2301586	06/19/23	MULTI015	MULTI-TEMP MECHANICAL, INC.	HVAC REPAIRS - CIRCULATOR PUMP	Open	1,571.99	0.00 C
			Contract No: C2300003				
M2302035	08/01/23	AMCSG005	AMCS GROUP INC.	DOSSIER SOFTWARE MAINTENANCE	Open	4,086.04	0.00
M2302329	08/29/23	MILLE025	MILLER ENERGY CO.	FLOW METERS NON POT PROJECT	Open	10,227.63	0.00
M2302410	09/08/23	SCHUL005	A. C. SCHULTES	COUPLING	Open	4,829.00	0.00
M2302469	09/18/23	PEMBE005	PEMBERTON ELEC. SUPPLY CO. LLC	CONTROL FLOATS	Open	1,813.41	0.00
M2302505	09/20/23	GENRO005	GENRON FIRE PROTECTION	TESTING & RECHARGE FIRE EXT.	Open	1,115.00	0.00
M2302567	09/26/23	BUCHA005	BUCHART HORN, INC.	ANNUAL FACILITY INSPECTION	Open	5,685.67	0.00 C
			Contract No: C2300010				
M2302584	09/27/23	THOMA045	THOMAS SCIENTIFIC, INC.	CL2 & SULFIDE KITS	Open	84.74	0.00
M2302593	09/28/23	DELLM005	DELL MARKETING LLC	LABORATORY SOFTWARE - MANTECH	Open	8,650.38	0.00
M2302595	09/28/23	ICCCO005	ICC COMMUNITY DEV. SOL., LLC	LASERFICHE SUPPORT RENEWAL	Open	8,683.00	0.00
M2302604	09/29/23	GRAYB005	GRAYBAR ELECTRIC CO.	FLEXIBLE METAL CONDUIT	Open	305.14	0.00
M2302650	10/05/23	WITME005	WITMER PUBLIC SAFETY GROUP, IN	SCBA Regulator Annual Insp.	Open	862.00	0.00
M2302661	10/06/23	POTTE005	POTTER AND PARSONS, INC.	IMPELLER FOR 10TH ST PUMP	Open	11,165.00	0.00
M2302677	10/10/23	APPLI015	APPLIED INDUSTRIAL TECH.	MISC GAS PLANT SUPPLIES	Open	13.40	0.00
M2302683	10/10/23	MARK1005	MARK 1 INDUSTRIES	CLARIFIER DRIVE REPAIR DRIVE 4	Open	2,255.00	0.00
M2302684	10/11/23	DELLM005	DELL MARKETING LLC	AVEVA SOFTWARE MAINT RENEWAL	Open	39,024.18	0.00
M2302705	10/12/23	SHIIN005	SHI INTERNATIONAL CORP.	RENEWAL OF VEEAM SUPPORT & MAI	Open	97,919.83	0.00
M2302718	10/13/23	DESIG005	DESIGN PLASTIC SYSTEMS INC.	SCRUBBER RECIRC CONT. TANKS	Open	7,055.00	0.00
M2302745	10/17/23	FWWEB005	F.W.WEBB COMPANY	MISC GAS PLANT SUPPLIES	Open	555.40	0.00
M2302809	10/24/23	COYNE005	COYNE CHEMICAL COMPANY	HYDROGEN PEROXIDE BULK	Open	8,714.08	0.00 C
			Contract No: C2300044				
M2302811	10/25/23	APPLI015	APPLIED INDUSTRIAL TECH.	RWBR Denite Filter Media	Open	30,582.68	0.00



PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2302864	11/02/23	GRAYB005 GRAYBAR ELECTRIC CO.	DLO CABLE - 3RD STREET PS	Open	3,667.55	0.00	
M2302868	11/02/23	THEHO005 THE HOME DEPOT PRO	REPAIR ROOF LEAK	Open	215.84	0.00	
M2302880	11/03/23	HOFFM010 HOFFMAN EQUIPMENT CO. Contract No: C2300055	EM-04 CENTER PIN ASSEMBLY	Open	13,817.68	0.00	C
M2302881	11/03/23	DELLM005 DELL MARKETING LLC	PC SCALE UPGRADE	Open	18,915.90	0.00	
M2302889	11/03/23	FRANK015 FRANKLIN ALARM CO.	TS FIRE ALARM INPSECTION	Open	525.00	0.00	
M2302891	11/03/23	LOWES005 LOWE'S COMMERCIAL SERVICES	TS FACILITY MAINT.	Open	306.90	0.00	
M2302894	11/03/23	GRAYB005 GRAYBAR ELECTRIC CO.	ELECTRICAL TAPE	Open	1,996.55	0.00	
M2302898	11/06/23	RARIT015 RARITAN GROUP INCORPORATED	VENTED VALVE FOR PEROXIDE	Open	139.22	0.00	
M2302923	11/08/23	ADVAN040 STAPLES ADVANTAGE	2024 CALENDARS	Open	57.52	0.00	
M2302925	11/08/23	FERGU020 FERGUSON ENTERPRISES, LLC Contract No: C2300048	16" HEADER EXTENSION MATERIAL	Open	9,256.00	0.00	C
M2302930	11/08/23	FLEET025 FLEETPRIDE,INC	PTO & HYDRAULIC PUMP T-40	Open	3,891.08	0.00	
M2302938	11/09/23	DELLM005 DELL MARKETING LLC	AVEVA HISTORIAN LICENSE	Open	43,608.06	0.00	
M2302945	11/09/23	WBMA005 W.B. MASON CO. INC.	MISC OFFICE SUPPLIES	Open	191.02	0.00	
M2302950	11/09/23	IDEXX005 IDEXX DISTRIBUTION INC.	LAB SUPPLIES	Open	2,607.86	0.00	
M2302963	11/13/23	RARIT015 RARITAN GROUP INCORPORATED	REDUCERS	Open	939.60	0.00	
M2302969	11/13/23	LCEQU005 L C EQUIPMENT INC.	MISC SAFETY SUPPLIES	Open	299.80	0.00	
M2302971	11/13/23	SHOEM005 SHOEMAKER LUMBER CO.	MISC SITE SUPPLIES	Open	223.08	0.00	
M2302972	11/13/23	WBMA005 W.B. MASON CO. INC.	MISC OFFICE SUPPLIES	Open	17.45	0.00	
M2302981	11/14/23	NAPA0005 SEAVILLE NAPA	SHOP TOOLS & SUPPLIES	Open	2,548.91	0.00	
M2302990	11/14/23	WBMA005 W.B. MASON CO. INC.	JANITORIAL SUPPLIES	Open	197.33	0.00	
M2302994	11/14/23	TRANS065 TRANSCAT, INC.	FLOW CONTROL FOR BUBBLER CAB.	Open	9,894.00	0.00	
M2302995	11/14/23	CENTR065 CENTRAL JERSEY EQUIPMENT LLC	TS LAWN MOWER PARTS	Open	531.75	0.00	
M2302997	11/15/23	ADVAN040 STAPLES ADVANTAGE	2024 CALENDARS/GRAPH NOTEPADS	Open	176.77	0.00	
M2303006	11/16/23	DELLM005 DELL MARKETING LLC	SIEM SOFTWARE SUPPORT	Open	3,884.33	0.00	
M2303007	11/16/23	DELLM005 DELL MARKETING LLC	PATCH MANAGMENT SOFTWARE	Open	1,488.98	0.00	
M2303008	11/16/23	DELLM005 DELL MARKETING LLC	DELL MONITOR	Open	358.78	0.00	
M2303014	11/16/23	JESCO005 JESCO, INC. Contract No: C2300035	HYDRAULIC FITTING FOR L-26	Open	121.68	0.00	C
M2303015	11/16/23	DAVID005 DAVID WEBER OIL CO.	BULK OILS FOR SHOP USE	Open	8,045.29	0.00	
M2303016	11/16/23	WBMA005 W.B. MASON CO. INC.	OFFICE SUPPLIES - NON-CONTRACT	Open	458.29	0.00	
M2303024	11/16/23	HILTI005 HILTI, INC.	ANCHORS SMM PRIM.CLAR.GRATING	Open	3,300.48	0.00	
M2303025	11/16/23	LRMIN005 LRM, INC.	CAPS AND ELECTROLYTE	Open	1,636.85	0.00	
M2303034	11/17/23	WILLI005 WILLIER ELECTRIC MOTOR	RBC MOTORS	Open	5,094.60	0.00	
M2303035	11/17/23	TRIST035 TRI-STEEL CORPORATION	316SS ANGLE SMM PRIM.CLAR.GRAT	Open	2,900.00	0.00	
M2303042	11/20/23	CDWGO005 CDW GOVERNMENT INC.	BATTERY BACKUP UNITS	Open	241.30	0.00	
M2303044	11/20/23	DAVID005 DAVID WEBER OIL CO.	BULK AW-46 HYDRAULIC OIL	Open	10,677.42	0.00	
M2303050	11/20/23	MCNIC005 MC NICHOLS CO.	GRATING SMM PRIMARY CLARIFIER	Open	8,379.37	0.00	
M2303061	11/20/23	GRAYB005 GRAYBAR ELECTRIC CO.	WIRE FOR POLY PILOT PUMP	Open	103.95	0.00	
M2303063	11/21/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - OC	Open	9,466.19	0.00	C
M2303064	11/22/23	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	COFFEE CUPS	Open	137.08	0.00	
M2303065	11/22/23	ADVAN040 STAPLES ADVANTAGE	OFFICE SUPPLIES - NON-CONTRACT	Open	78.36	0.00	
M2303071	11/22/23	GRAIN005 GRAINGER INC.	SHOP TOOLS & SUPPLIES	Open	990.76	0.00	
M2303072	11/22/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	259.17	0.00	
M2303074	11/22/23	GRAIN005 GRAINGER INC.	BUBBLER SYSTEM PARTS	Open	11,617.14	0.00	
M2303085	11/27/23	MGLPR005 MGL PRINTING SOLUTIONS	TAX FORMS / CHECK STOCK	Open	560.50	0.00	
M2303087	11/27/23	FASTE010 FASTENAL & CON. SUPPLIES	IMPACT WRENCH CRANE TRUCK	Open	307.59	0.00	
M2303091	11/27/23	GRAIN005 GRAINGER INC.	V BELT, AIR FILTERS	Open	22.28	0.00	
M2303092	11/27/23	GRAIN005 GRAINGER INC.	PLUMBING FOR BOILER	Open	62.68	0.00	
M2303094	11/27/23	APPLI015 APPLIED INDUSTRIAL TECH.	RWBR Bleach Sensors	Open	8,172.36	0.00	
M2303095	11/27/23	GRAIN005 GRAINGER INC.	ELECTRICAL RELAYS	Open	187.80	0.00	
M2303096	11/27/23	MARK1005 MARK 1 INDUSTRIES	10TH STREET MOTOR COUPLINGS	Open	595.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2303097	11/28/23	RARIT015 RARITAN GROUP INCORPORATED	PIPE REDUCERS, FLANGE ADAPTERS	Open	2,168.10	0.00	
M2303098	11/28/23	XYLEM010 XYLEM DEWATERING SOLUTIONS, IN	SUMP PUMPS	Open	2,678.00	0.00	
M2303099	11/28/23	CARBO015 CARBON INDUSTRIAL SERVICES LLC	tire recycling	Open	4,567.50	0.00	C
		Contract No: C2300019					
M2303100	11/28/23	HILTI005 HILTI, INC.	HILTI DRILL BIT SETS	Open	463.20	0.00	
M2303102	11/28/23	WATER025 WATER ENVIRONMENT FEDERATION	WEF MEMBERSHIP N. SCHEPIS	Open	117.00	0.00	
M2303103	11/28/23	HYDRO020 HYDROSIL INTERNATIONAL LIMIT.	TS MEDIA TESTING	Open	1,035.00	0.00	
M2303105	11/29/23	FASTE010 FASTENAL & CON. SUPPLIES	DISPOSABLE GLOVES	Open	342.72	0.00	
M2303107	11/29/23	NORTH095 NORTHSTAR ENVIRONMENTAL SVC	SMM Diesel Tank Cleanout	Open	2,566.50	0.00	
M2303110	11/29/23	NAPA0005 SEAVILLE NAPA	REPLACEMENT BATTERIES #2 GEN	Open	948.08	0.00	
M2303116	11/29/23	NAPA0005 SEAVILLE NAPA	MISC MAINTENANCE SUPPLIES	Open	139.00	0.00	
M2303117	11/29/23	GENTI005 GENTILINI FORD, INC.	REPAIRS TO PC-7 F-350	Open	311.73	0.00	
M2303121	11/30/23	WALLA015 WALLACE HARDWARE	HOSE NOZZELS AND BATTERIES	Open	40.96	0.00	
M2303122	11/30/23	NORTH095 NORTHSTAR ENVIRONMENTAL SVC	VAC OUT DIESEL FUEL FOR INSP.	Open	2,451.20	0.00	
M2303123	11/30/23	KUEHN005 KUEHNE CHEMICAL CO. INC.	SODIUM HYPOCHLORITE - OC	Open	9,535.49	0.00	C
		Contract No: C2300050					
M2303124	12/01/23	GARDN005 GARDNER TRUE VALUE	BACKFLOW PREVENTOR REPLACEMENT	Open	42.95	0.00	
M2303125	12/01/23	LOWES005 LOWE'S COMMERCIAL SERVICES	BACKFLOW PREVENTOR REPLACMENT	Open	40.70	0.00	
M2303126	12/01/23	LOWES005 LOWE'S COMMERCIAL SERVICES	TS MISC. SUPPLIES	Open	43.10	0.00	
M2303127	12/04/23	KUEHN005 KUEHNE CHEMICAL CO. INC.	SODIUM HYPOCHLORITE DEL 12/11	Open	9,529.14	0.00	C
		Contract No: C2300050					
M2303130	12/04/23	SOUTH050 SOUTH JERSEY WELDING	ARGON/MIX CYL RENTAL	Open	14.64	0.00	
M2303131	12/04/23	EUROF005 EUROFINS ENV TESTING PHILA LLC	LAB TESTING	Open	1,140.00	0.00	C
		Contract No: C2200022					
M2303132	12/04/23	GARDE055 GARDEN STATE LABORATORY	INVOICE#00560347	Open	3,400.00	0.00	C
		Contract No: C2200062					
M2303133	12/04/23	LOWES005 LOWE'S COMMERCIAL SERVICES	CATHODIC PROTECTION AT OUTFALL	Open	46.30	0.00	
M2303134	12/04/23	LOWES005 LOWE'S COMMERCIAL SERVICES	AIR REGULATOR SHAWCREST BYPASS	Open	48.59	0.00	
M2303136	12/05/23	LOWES005 LOWE'S COMMERCIAL SERVICES	MAINTENANCE	Open	23.65	0.00	
M2303139	12/05/23	GARDN005 GARDNER TRUE VALUE	MISC GAS PLANT SUPPLIES	Open	49.99	0.00	
M2303142	12/05/23	SOUTH010 SOUTHERN NEW JERSEY NIGP	PURCHASING GROUP MEETING	Open	200.00	0.00	
M2303143	12/05/23	GRAIN005 GRAINGER INC.	TABLES AND EXT. CORDS SCADA	Open	690.53	0.00	
M2303144	12/05/23	GRAIN005 GRAINGER INC.	TABLE, EXT CORDS FOR SCADA	Open	611.04	0.00	
M2303145	12/05/23	FASTE010 FASTENAL & CON. SUPPLIES	SS FASTENERS	Open	197.72	0.00	
M2303147	12/05/23	MULTI015 MULTI-TEMP MECHANICAL, INC.	HVAC EMERGENCY REPAIR	Open	589.29	0.00	C
		Contract No: C2300003					
M2303149	12/06/23	SUBUR005 SUBURBAN PROPANE L.P.	PROPANE	Open	233.34	0.00	
M2303150	12/06/23	GRAIN005 GRAINGER INC.	MISC SLF SITE SUPPLIES	Open	863.65	0.00	
M2303151	12/06/23	ADVAN035 ADVANTAGE RENTAL CENTER	MISC SITE SUPPLIES	Open	356.56	0.00	
M2303152	12/06/23	LOWES005 LOWE'S COMMERCIAL SERVICES	MISC GAS PLANT SUPPLIES	Open	37.99	0.00	
M2303153	12/06/23	GARDN005 GARDNER TRUE VALUE	MISC SITE SUPPLIES	Open	160.09	0.00	
M2303155	12/06/23	GRAIN005 GRAINGER INC.	HEATERS FOR MADISON	Open	2,086.98	0.00	
M2303156	12/07/23	GRAIN005 GRAINGER INC.	WINTER RAIN JACKETS	Open	234.60	0.00	
M2303157	12/07/23	GRAIN005 GRAINGER INC.	SCADA VFD CONTACT BLOCKS	Open	727.50	0.00	
M2303159	12/07/23	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	TS JANITORIAL SUPPLIES	Open	218.54	0.00	
M2303160	12/07/23	GRAIN005 GRAINGER INC.	TABLES & EXT. CORDS SCADA	Open	611.04	0.00	
M2303161	12/07/23	MULTI015 MULTI-TEMP MECHANICAL, INC.	CIRCULATOR PUMP	Open	188.00	0.00	C
		Contract No: C2300003					
M2303165	12/07/23	KEENC005 KEEN COMPRESSED GAS CO.	GAS CYLINDERS AND TANK RENTAL	Open	61.20	0.00	
M2303168	12/07/23	SERVI005 SERVICE TIRE TRUCK CENTERS	9, 11R24.5 STEER TIRES	Open	3,592.62	0.00	
M2303171	12/07/23	SERVI005 SERVICE TIRE TRUCK CENTERS	L-27 OFF-HIGHWAY TIRE REPAIR	Open	265.25	0.00	C
		Contract No: C2300028					
M2303172	12/07/23	OMNIR005 OMNI RECYCLING LLC	SS PROCESSING FEE NOV. 2023	Open	74,012.95	0.00	C
		Contract No: C2300012					

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2303174	12/08/23	CUST0040 CUSTOM BANDAG, INC. Contract No: C2200069	1 ON-HIGHWAY RECAP 11R24.5	Open	187.78	0.00	C
M2303175	12/08/23	COVAN005 COVANTA ENV. SOLUTIONS, LLC Contract No: C2300020	electronics recycle SLF OC TS	Open	1,278.00	0.00	C
M2303178	12/11/23	ADVAN035 ADVANTAGE RENTAL CENTER	BOLTS, LOCKS, NUTS	Open	19.28	0.00	
M2303179	12/11/23	LOWES005 LOWE'S COMMERCIAL SERVICES	CLAMP CONNECTOR CORD GRIP	Open	20.98	0.00	
M2303180	12/11/23	LOWES005 LOWE'S COMMERCIAL SERVICES	KLEIN MULTIMETER	Open	47.48	0.00	
M2303181	12/12/23	CAPRI010 CAPRIONI FAMILY SEPTIC, INC. Contract No: C2300031	LIQUID SLUDGE HAULING - NOV	Open	5,058.15	0.00	C
M2303183	12/12/23	BUCHA005 BUCHART HORN, INC.	PROFESSIONAL FIELD SERVICES	Open	3,097.50	0.00	
M2303184	12/12/23	LOWES005 LOWE'S COMMERCIAL SERVICES	PVC FITTINGS FOR CATHODIC PRO	Open	24.02	0.00	
M2303186	12/12/23	LOWES005 LOWE'S COMMERCIAL SERVICES	PC MAINTENANCE	Open	4.06	0.00	
M2303187	12/12/23	SWAIN005 SWAIN'S HARDWARE STORE	PC MAINTENANCE	Open	27.99	0.00	
M2303188	12/12/23	LOWES005 LOWE'S COMMERCIAL SERVICES	PC HAND TOOLS/SHOP EQUIP	Open	44.41	0.00	
M2303189	12/12/23	SERVI005 SERVICE TIRE TRUCK CENTERS Contract No: C2300027	3, ON-HIGHWAY TIRE REPAIRS	Open	182.20	0.00	C
M2303190	12/12/23	ATLAN090 ATLANTIC CO. UTIL. AUTHORITY Contract No: C2300043	SLUDGE DISPOSAL - NOV 2023	Open	47,407.50	0.00	C
M2303193	12/13/23	GARDN005 GARDNER TRUE VALUE	BRASS FITTINGS	Open	47.12	0.00	
V2300939	12/01/23	WAWAF005 WAWA FLEET SERVICES	GASOLINE- NOVEMBER 2023	Open	105.11	0.00	
V2300940	12/05/23	UNITE025 UNITED PARCEL SERVICE	POSTAGE	Open	37.07	0.00	
V2300941	12/05/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	5,680.15	0.00	
V2300942	12/05/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	3,563.01	0.00	
V2300943	12/05/23	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES	Open	3,120.50	0.00	
V2300944	12/05/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	4,319.78	0.00	
V2300945	12/05/23	CMCMU005 CMCMUA PETTY CASH SM	PETTY CASH REIMBURSEMENT	Open	222.84	0.00	
V2300946	12/05/23	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES- ADMIN BUILDING	Open	139.69	0.00	
V2300947	12/05/23	CLEAN030 CLEAN ENERGY	CNG FUEL- NOVEMBER 2023	Open	1,124.07	0.00	
V2300948	12/05/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-GEN LEGAL nov 2023	Open	2,920.50	0.00	
V2300949	12/05/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-PERSONNEL NOV 2023	Open	3,910.00	0.00	
V2300950	12/05/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-RECYCLING NOV 2023	Open	4,508.00	0.00	
V2300951	12/05/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-SW GENERAL NOV 2023	Open	299.00	0.00	
V2300952	12/05/23	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES- WW GEN NOV 2023	Open	3,806.50	0.00	
V2300953	12/06/23	CMCMU005 CMCMUA PETTY CASH SM	PETTY CASH REIMBURSEMENT	Open	9.84	0.00	
V2300954	12/06/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES TS ACCT#524 NOVEMBER	Open	748.96	0.00	
V2300955	12/06/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES-GAS HEAT TS NOVEMBER	Open	128.31	0.00	
V2300956	12/06/23	CMCMU020 CMCMUA WASTEWATER	LEACHATE DISPOSAL NOV 2023	Open	8,775.06	0.00	
V2300957	12/06/23	TELES005 TELESYSTEM	UTILITIES DEC 2023	Open	160.19	0.00	
V2300958	12/09/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES-ADMIN BUILDING	Open	114.64	0.00	
V2300959	12/11/23	WASTE005 CMCMUA SOLID WASTE	DISPOSAL FEES	Open	4,601.41	0.00	
V2300960	12/11/23	UNITE025 UNITED PARCEL SERVICE	POSTAGE	Open	13.51	0.00	
V2300961	12/11/23	SPECT025 SPECTROTEL	UTILITIES- DECEMBER 2023	Open	3,760.10	0.00	
V2300962	12/11/23	VERIZ010 VERIZON WIRELESS	UTILITIES- 10/29/23-11/28/23	Open	1,907.76	0.00	
V2300963	12/11/23	VERIZ010 VERIZON WIRELESS	UTILITIES- 10/29/23-11/28/23	Open	76.02	0.00	
V2300964	12/11/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES- ADMIN BUILDING	Open	5,569.96	0.00	
V2300965	12/11/23	COMCA010 COMCAST OF SOUTH JERSEY INC.	UTILITIES- 11/28/23-12/27/23	Open	226.21	0.00	
V2300966	12/12/23	BOROU025 BOROUGH OF AVALON	UTILITIES	Open	540.92	0.00	
V2300967	12/12/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	751.27	0.00	
V2300968	12/12/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	108,624.29	0.00	
V2300969	12/12/23	ABCOP005 ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	550.26	0.00	
V2300970	12/12/23	NATIO045 NATIONWIDE RETIREMENT SOLUTION	DEFERRED COMPENSATION W/H	Open	20,100.00	0.00	
V2300971	12/12/23	NEWJE050 NEW JERSEY FAMILY SUPPORT	GARNISHMENTS	Open	246.00	0.00	
V2300972	12/12/23	ANDRE010 ANDREW J. GREEN, COURT OFFICER	WAGE ATTACHMENT	Open	308.85	0.00	
V2300973	12/12/23	HEALT005 HEALTH EQUITY	EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,441.89	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2300974	12/12/23	DUES005 TEAMSTERS LOCAL 331	DUES UNION DUES	Open	3,364.00	0.00	
V2300975	12/12/23	POLIT005 TEAMSTERS LOCAL 331	POLITICAL POLITICAL ACTION FUND	Open	15.00	0.00	
V2300976	12/12/23	SOCIA005 TEAMSTERS LOCAL 331	SOCIAL UNION SOCIAL FUND	Open	4.00	0.00	
V2300977	12/12/23	DEPAR015 DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	116,984.76	0.00	
V2300978	12/12/23	NJDIV015 NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	19,363.17	0.00	
V2300979	12/12/23	CAPEM055 CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CCMUA	Open	289,523.19	0.00	
V2300980	12/12/23	STATE035 STATE OF NEW JERSEY - SLT	LF CLOSURE&CONTINGENCY TAX-NOV	Open	6,954.98	0.00	
V2300981	12/12/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES -ACCT#312 NOV	Open	12,685.60	0.00	
V2300982	12/13/23	WASTE005 CCMUA SOLID WASTE	DISPOSAL FEES	Open	4,147.67	0.00	
V2300983	12/14/23	COMCA015 COMCAST BUSINESS COMMUNICATION	COMCAST DR CONNECTION	Open	556.00	0.00	
V2300984	12/14/23	VERIZ010 VERIZON WIRELESS	UTILITIES- 10/24/23-11/23/23	Open	198.19	0.00	
V2300985	12/14/23	VERIZ030 VERIZON	FIOS INTERNET	Open	239.99	0.00	
V2300986	12/14/23	CCMU050 CCMUA PETTY CASH	TAX PAYMENT- MIDDLE TOWNSHIP	Open	796.56	0.00	
Total Purchase Orders: 198 Total P.O. Line Items: 0 Total List Amount: 1,568,497.87 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	683,395.52	0.00	83,469.66-	599,925.86
WASTEWATER OPERATIONS	3-200	342,974.65	0.00	0.00	342,974.65
SOLID WASTE OPERATIONS	3-300	202,280.69	0.00	6,954.98	209,235.67
SOLID WASTE PROJECT	3-400	8,295.00	0.00	0.00	8,295.00
RENEWAL & REPLACEMENT	3-720	408,066.69	0.00	0.00	408,066.69
Total of All Funds:		1,645,012.55	0.00	76,514.68-	1,568,497.87

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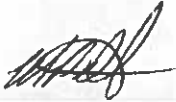
# Cape May County Municipal Utilities Authority

## **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
- Solid Waste Project

all said Vouchers Lists dated December 20, 2023.



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Robert P. Donato, CPA  
Chief Financial Officer