

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

February 21, 2024 @ 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
February 7, 2024 Regular Meeting
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
 - Resignations/Retirements
 - Leaves of Absence and Changes in Leaves of Absence
 - Reassignments/New Hires
9. Board Reports:
 - Wastewater Management Program Report
- **February 14, 2024**
 - Solid Waste Program Tonnage and Revenue Report
- **January 2024**
10. Wastewater Management and Solid Waste Management Programs (Combined)
 - Resolution No. 24-24** Resolution Authorizing Contract Change Order No. 1 to Contract MUA-EQUIP-08-21 – Rental of Hydraulic Cranes for Various CMCMUA Facilities with Garton's Rigging, Inc.
 - Resolution No. 25-24** Resolution Authorizing the Procurement of Class 4-8 Chassis with Related Equipment, Accessories, and Services through Sourcewell Contract #060920-KTC with Gabrielli Truck Sales of NJ, Inc., an authorized dealer of Kenworth Truck Company

11. Wastewater Management Program

Resolution No. 26-24 Resolution Authorizing the Award of Contract CHEM-05-24 (Parts A and B) – Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities to Kuenhe Chemical Company, Inc. (total not-to-exceed amount of \$1,701,000.00 for Part A and \$1,398,000.00 for Part B)

Resolution No. 27-24 Resolution Authorizing the Award of Contract CHEM-05-24 (Part C) – Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities to Kemira Water Solutions, Inc. (total not-to-exceed amount of \$259,104.00)

12. Solid Waste Management

Resolution No. 28-24 Resolution Authorizing the Execution of a Host Community Benefit Agreement with the Borough of Woodbine

Resolution No. 29-24 Resolution Authorizing the Execution of a Shared Services Agreement between the Cape May County Municipal Utilities Authority and the Borough of West Cape May for the Review and Submission of the Borough of West Cape May's 2023 Annual Recycling Tonnage Report

Resolution No. 30-24 Resolution Authorizing the Execution of a Shared Services Agreement Between the Atlantic County Utilities Authority and the Cape May County Municipal Utilities Authority for Routine Maintenance & Repairs on Cape May County Municipal Utilities Authority Compressed Natural Gas Vehicles (total not-to-exceed amount of \$25,000.00)

Resolution No. 31-24 Resolution Amending Resolution No. 85-22 Authorizing the Award of Contract SLF-29-22-REBID – Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from Two (2) 1,059 kW Electrical Generators to AirNova, Inc. (total not-to-exceed amount of \$43,950.00)

13. Miscellaneous

14. Approval of Vouchers – February 21, 2024

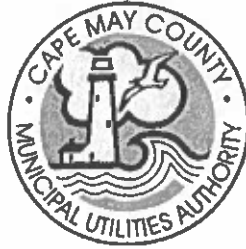
- Administration**
- Wastewater Operations**
- Wastewater Project**
- Solid Waste Operations**
- Solid Waste Project**

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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MINUTES OF THE REGULAR MEETING

February 7, 2024

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

PRESENT:

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

ALSO PRESENT:

Joseph V. Rizzuto	Executive Director
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

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

"Adequate notice of this meeting, in compliance with the Open Public Meetings Act, has been provided for by e-mail to the *Atlantic City Press* and the *Ocean City Sentinel*; and by e-mail to the Cape May County Board of County Commissioners and Cape May County Clerk, and by posting on the Cape May County Bulletin Board and on the Authority's website, all on or before February 13, 2023."

The Pledge of Allegiance was recited.

Minutes

Minutes of the January 17, 2024 Regular Meeting were submitted for approval or correction.

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

Motion Carried: 5-0-2

Executive Session Minutes

Minutes of the January 17, 2024 Executive Session were submitted for approval or correction.

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

Motion Carried: 5-0-2

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 December 31, 2023.

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

Motion Carried: 7-0-0

Construction Status Report – January 31, 2024 – Thomas J. LaRocco

Ocean City Region 32nd Street Pump Station Piping & Pump Upgrades - The purpose of this project was 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 was also completed. By January 16th, all remaining punchlist items were done. This project is now 100% complete.

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. Delivery of equipment, including air piping and valves, has been ongoing over the last month. The Contractor is expected to mobilize onsite on February 5th, at which time electrical conduit work is expected to begin.

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. There have been no assigned miscellaneous tasks completed within the last month.

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. Over the past month, the Contractor has worked almost exclusively on the demolition and removal of the Reactor Building, and has reached an elevation just above the surrounding grade. On January 19th, it was discovered that the existing base mat is actually about twice as thick (6.5') as that shown on the Record Drawings (3.5'). As an "unforeseen condition", the Contractor shall be entitled to extra time and money.

Secure Sanitary Landfill Leachate Pump Stations 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). The Contractor mobilized onsite on January 10th. Since that time, work has primarily consisted of the excavation and backfilling of trenches to enable the installation of buried electrical conduit which is to serve the leachate pump stations for Cells 1C and 1D. A limited amount of demolition of existing overhead lines has been done.

Various Wastewater Treatment Facilities Cutting and Modification of Existing Concrete Structures - The purpose of this contract is to complete some specific modifications and cuts at selected concrete wastewater structures, as well as complete additional similar work on an "as needed" basis throughout all the Authority's wastewater service regions. On January 17th, the Contractor mobilized at the Seven Mile/Middle Region Wastewater Treatment Facility to begin the process of cutting four (4) rectangular openings in the top slab of the Primary Clarifier tanks. The openings will provide improved access for the Operations Staffs to maintain the clarifier mechanisms within the tanks, below. Removable grating will be installed at each of the openings by the Authority's forces. To date, the Contractor has been working on the opening at Primary Clarifier Tank No. 1.

Sanitary Landfill IPF Roof Replacement - The purpose of this contract is to replace the metal roof, approximately 37,000 SF, over the Authority's Intermediate Processing Facility (IPF) that was constructed in 1990. The roof is in poor condition and is leaking. A preconstruction meeting was held on January 18th. Work is scheduled to begin on February 12th and is expected to last two (2) months.

Reorganization in Accordance with Authority By-Laws

Solicitor Long conducted the nomination for election of Chairman.

Election of Officers for 2024-2025 Term

Mr. Rixey motioned to nominate George W. Betts as Chairman.

Ms. Callinan seconded the motion.

No further nominations were received for this position and nominations were declared closed.

Roll call vote for George W. Betts as Chairman.

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

Motion Carried: 7-0-0

Ms. Callinan motioned to nominate Richard Rixey as Vice Chairman.

Ms. Heenan seconded the motion.

No further nominations were received for this position and nominations were declared closed.

Roll call vote for Richard Rixey as Vice Chairman.

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

Motion Carried: 7-0-0

Ms. Saduk motioned to nominate William G. Burns as Treasurer.
Ms. Callinan seconded the motion.
No further nominations were received for this position and nominations were declared closed.
Roll call vote for William G. Burns as Treasurer.

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

Motion Carried: 7-0-0

Mr. Burns motioned to nominate Patricia A. Callinan as Corporate Secretary.
Ms. Heenan seconded the motion.
No further nominations were received for this position and nominations were declared closed.
Roll call vote for Patricia A. Callinan as Corporate Secretary.

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

Motion Carried: 7-0-0

Ms. Callinan motioned to nominate Joseph V. Rizzuto as Assistant Treasurer.
Ms. Heenan seconded the motion.
No further nominations were received for this position and nominations were declared closed.
Roll call vote for Joseph V. Rizzuto as Assistant Treasurer.

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

Motion Carried: 7-0-0

Ms. Callinan motioned to nominate Ann M. McDevitt, Alicia L. Cooper, and Robert P. Donato as Assistant Secretaries.

Mr. Burns seconded the motion.

No further nominations were received for this position and nominations were declared closed.

Roll call vote for Ann M. McDevitt, Alicia L. Cooper, and Robert P. Donato as Assistant Secretaries.

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

Motion Carried: 7-0-0

Annual Appointments

Roll call vote to Appoint Ann M. McDevitt as Recording Secretary.

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

Motion Carried: 7-0-0

Roll call vote to Appoint Kevin J. Whitney as Alternate Recording Secretary.

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

Motion Carried: 7-0-0

Meeting Schedule

Roll call vote to Approve CMCMUA Meeting Schedule for 2024-2025 Term.

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

Motion Carried: 7-0-0

Resolution No. 10-24 Resolution Designating Official Legal Newspapers

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

Motion Carried: 7-0-0

Resolution No. 11-24 Resolution Designating Internet Website for Official Notification Pursuant to New Jersey Local Unit Pay-to-Play Law

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

Motion Carried: 7-0-0

Resolution No. 12-24 Resolution Adopting Policy Governing the Use of Electronic Communications between Cape May County Municipal Utilities Authority Officials discussing Cape May County Municipal Utilities Authority Business

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

Motion Carried: 7-0-0

Resolution No. 13-24 Resolution Establishing Standard Procedures for Public Comment at Cape May County Municipal Utilities Authority Regular Meetings

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

Motion Carried: 7-0-0

Resolution No. 14-24 Resolution Authorizing the Approval of the Cape May County Municipal Utilities Authority Information Technology Practice Policy

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

Motion Carried: 7-0-0

Wastewater Management and Solid Waste Management Programs (Combined)

Resolution No. 15-24 Resolution Updating a Cash Management Plan for the Cape May County Municipal Utilities Authority

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

Motion Carried: 7-0-0

Resolution No. 16-24 Resolution Authorizing the Procurement of Forklifts and Lift Trucks and Related Services through Sourcewell Contract #091520-MCF with Equipment Depot, an authorized dealer of Mitsubishi Caterpillar Forklift America Inc.

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

Motion Carried: 7-0-0

Wastewater Management Program

Resolution No. 17-24 Resolution Authorizing Contract Change Order No. 1 to Contract SCF-08-23 – Demolition and Disposal of Various Structures and Equipment at the Sludge Composting Facility with H4 Enterprises, LLC.

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

Motion Carried: 7-0-0

Resolution No. 18-24 Resolution Authorizing the Award of Contract WWL-EQUIP-04-24 – Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility to Xylem/Evoqua Water Technologies LLC.

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

Motion Carried: 7-0-0

Solid Waste Management Program

Resolution No. 19-24 Resolution Authorizing the Award of Contract SW-EQUIP-48-23 – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Bomag Heavy Equipment to Komatsu America Corp.

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

Motion Carried: 7-0-0

Resolution No. 20-24 Resolution Amending Resolution No. 8-24 Enabling the Cape May County Municipal Utilities Authority – Solid Waste Management District Implementing Agency – Recycling Enhancement Act – Direct Recycling Grant to Counties

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

Motion Carried: 7-0-0

Resolution No. 21-24 Resolution Authorizing the Award if a Non-Fair and Open Contract for Special Legal Counsel – Development of Landfill Gas Beneficial Use Project to Hawkins Delafield & Wood LLP.

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

Motion Carried: 7-0-0

Resolution No. 22-24 Resolution Authorizing the Execution of a Host Community Benefit Agreement with the Township of Upper

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

Motion Carried: 7-0-0

Miscellaneous

Resolution No. 23-24 Resolution Authorizing the Approval of the Cape May County Municipal Utilities Authority Indemnification Policy

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

Motion Carried: 7-0-0

Approval of Vouchers

Approval of the Administration Vouchers List dated February 7, 2024.

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

Motion Carried: 6-0-0

Approval of the Wastewater Operating Vouchers List dated February 7, 2024.

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

Motion Carried: 6-0-0

Approval of the Wastewater Project Vouchers List dated February 7, 2024.

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

Motion Carried: 6-0-0

Approval of the Solid Waste Operations Vouchers List dated February 7, 2024.

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

Motion Carried: 6-0-0

Approval of the Solid Waste Project Vouchers List dated February 7, 2024.

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

Motion Carried: 6-0-0

The total of all five (5) approved Vouchers Lists, dated February 7, 2024, was \$2,808,918.69.

**Note: Mr. Matalucci left during the above noted discussion (7:04 p.m.).

Public Comment

None offered.

New Business

None presented.

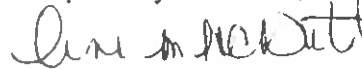
Executive Session

None presented.

Adjournment

There being no further business, the Regular Meeting adjourned at 7:06 p.m.

Respectfully submitted,



Ann M. McDevitt
Recording Secretary

RESIGNATIONS/RETIREMENTS

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
Jerry Conner, Jr.	Solid Waste/Utility Worker/TVO/SW-Transfer Station	2/16/2024	Resignation

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
ID# 726	Solid Waste/Equipment Mechanic/Maintenance	2/1/2024- 4/15/2024		X	X				

REASSIGNMENTS/NEW HIRES

NAME	FROM PROGRAM/POSITION/FACILITY	TO PROGRAM/POSITION/FACILITY	EFFECTIVE DATE
N/A			

MEMORANDUM

February 14, 2024

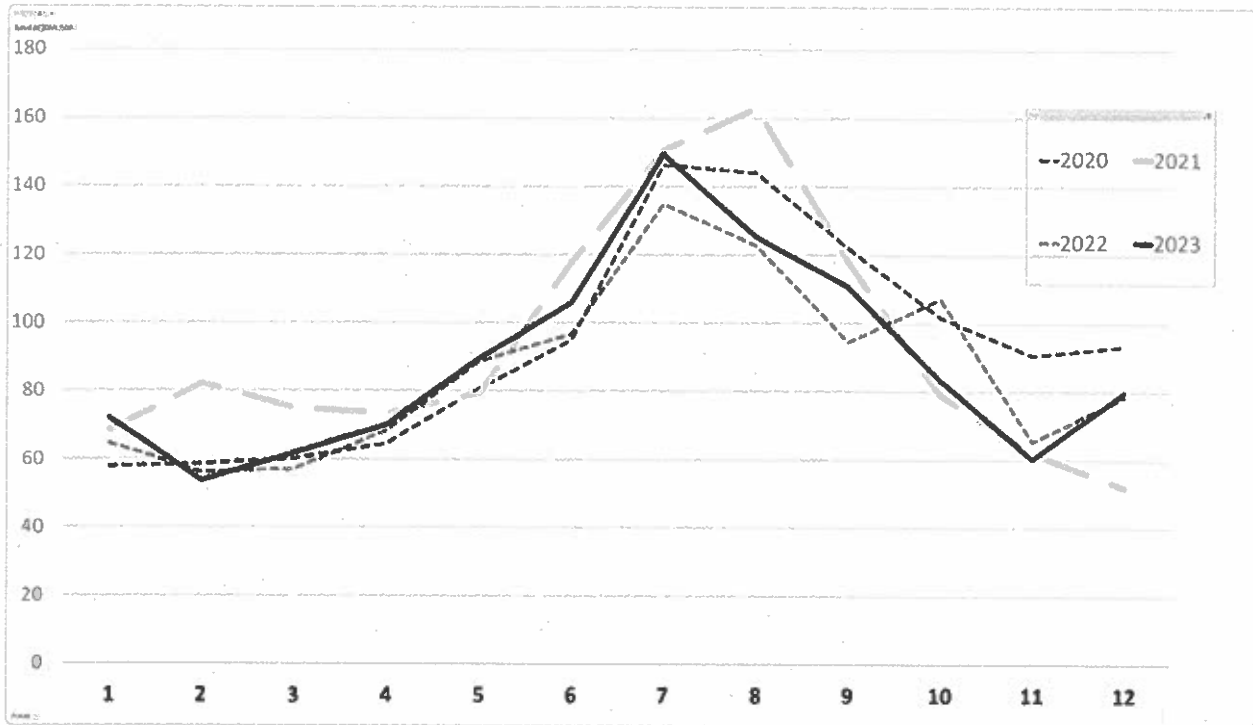
TO: Mr. Joshua Palombo, Wastewater Program Manager
FROM: W. Andy Janson, Wastewater Program Coordinator
RE: Wastewater Program Monthly Report

1.0 General

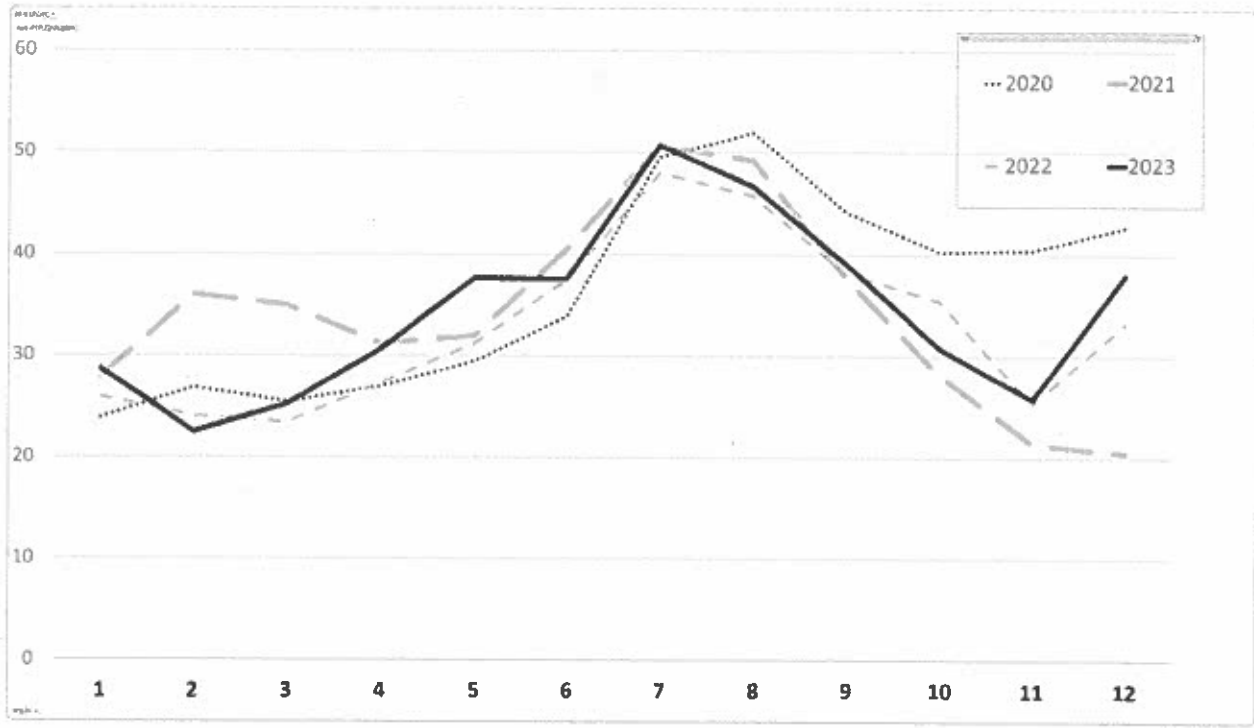
Yearly Flow Comparison 2020-2023

The following four (4) charts represent the annual flow trends from 2020 through 2023 for each regional wastewater treatment facility. As was reported throughout 2023, the flow volume for 2023 followed a very similar trend as 2022 and 2020 with 2021 being an outlier.

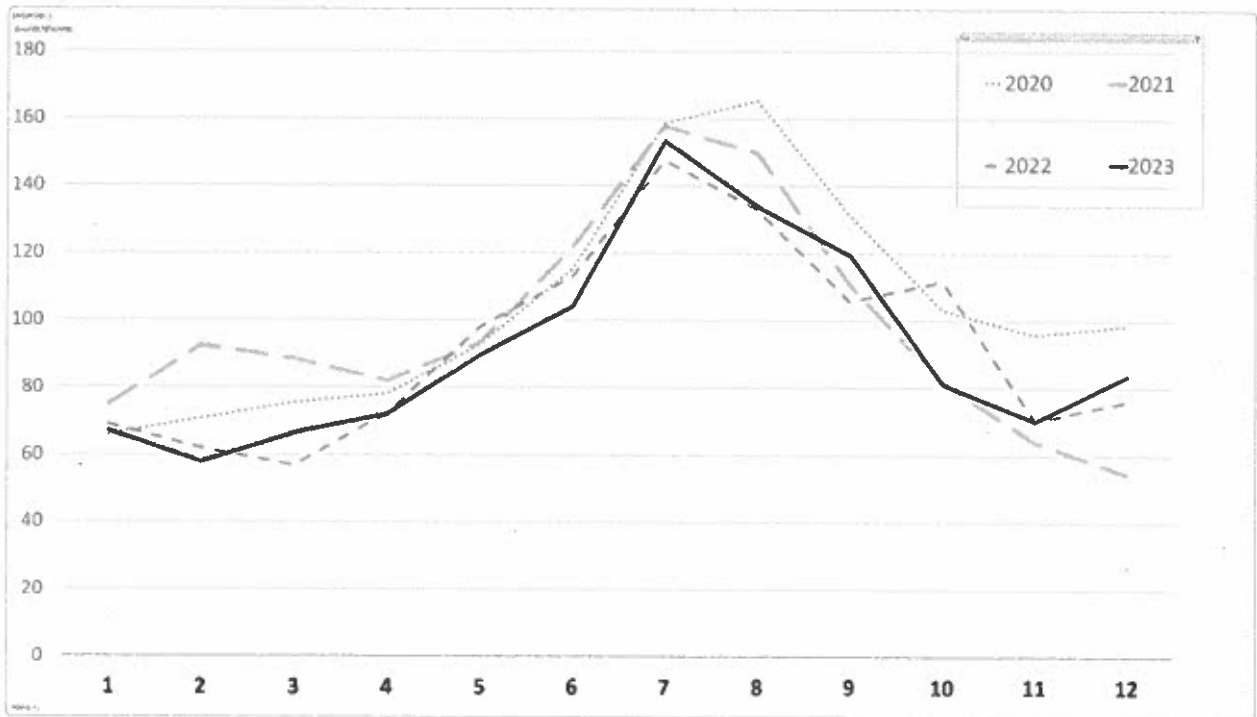
Ocean City Total Flow by Month



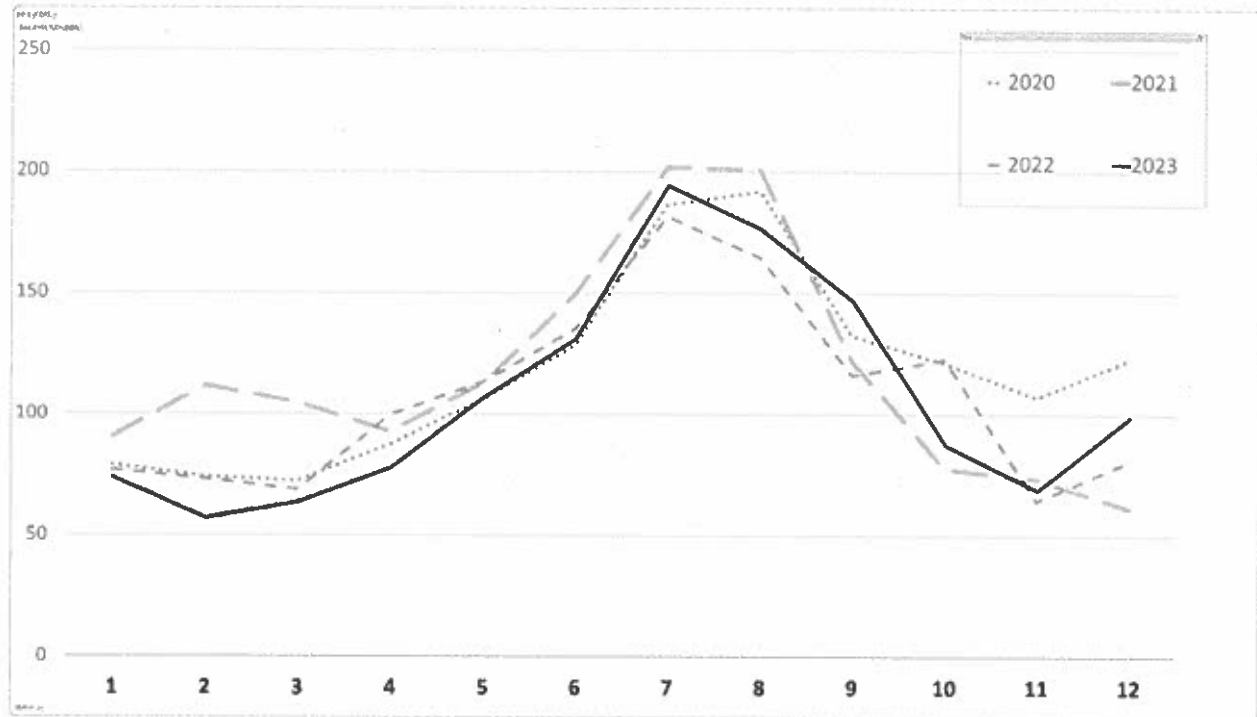
Cape May Total Flow by Month



Seven Mile Beach/Middle Total Flow by Month



Wildwood/Lower Total Flow by Month



Licensed Operators

Several employees passed Wastewater Treatment (S license) or Collection System (C license) Operator License exams during the month of January. Congratulation to the following individuals:

- Utility Worker, Matthew Cruz - C1
- Utility Worker IV, Sam Bakley - S2
- Regional Supervisor, George McCabe - C4

2.0 Operational Data

2.1 Municipal Flow Report: January 2024

Billing Party	Million Gallons	% of Total
New Jersey American Water	89.823	27.74%
Middle Township	36.150	11.16%
Rio Grande	14.109	4.36%
Cape May Court House	14.886	4.60%
Avalon Manor	0.614	0.19%
Stone Harbor Blvd	0.935	0.29%
Court House South	5.562	1.72%
Harbor Bay Center	0.045	0.01%
City of North Wildwood	30.667	9.47%
City of Wildwood	31.873	9.84%
City of Cape May	23.396	7.23%
Borough of Wildwood Crest	26.572	8.21%
Borough Avalon	29.344	9.06%
City of Sea Isle City	24.668	7.62%
Borough of Stone Harbor	9.976	3.08%
Borough of West Cape May	5.971	1.84%
Borough of West Wildwood	6.614	2.04%
Board of County Commissioners	2.354	0.73%
Borough of Cape May Point	4.336	1.34%
Lower Township MUA	2.018	0.62%
New Jersey Turnpike Authority	0.042	0.01%

Facility AVERAGE Flow in Million Gallons Per Day

Report Month Jan

Facility	Years 2023		2024	% Change	Difference
	2023	2024			
Ocean City Average - Capacity 8.24	2.33	2.90	24%	▲	
Seven Mile Average - Capacity 7.67	2.17	2.85	31%	▲	
Wildwood Average - Capacity 14.18	2.40	3.61	50%	▲	
Cape May Average - Capacity 3.00	0.93	1.09	17%	▲	

Facility PEAK Flow in Million Gallons Per Day

Report Month Jan

Facility	Years 2023		2024	% Change	Difference
	2023	2024			
Ocean City Peak - Capacity 8.24	3.18	5.75	81%	▲	
Seven Mile Peak - Capacity 7.67	2.81	5.76	105%	▲	
Wildwood Peak - Capacity 14.18	3.76	8.95	138%	▲	
Cape May Peak - Capacity 3.00	1.28	1.63	27%	▲	

2.2 Laboratory Data: January 2024

	Average TSS mg/L			Average CBOD mg/L		
	Influent	Effluent	% Removal	Influent	Effluent	% Removal
Cape May	323	2.8	99	146	4.4	97
Wildwood	252	9.2	96	230	13	94
Seven Mile	166	4.9	97	119	6.6	94
Ocean City	114	4.9	96	84.4	7.3	90

2.3 Reclaimed Water for Beneficial Reuse (RWBR)


	Public Access (gallons)	In-House (gallons)
January 2024	The system is currently offline for maintenance. See Section 3.1 for update.	
January 2023	System offline for season	

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


	Septage (gallons)	Leachate (gallons)
January 2024	861,640	1,218,000
January 2023	757,800	918,000

2.5 Sludge Transfer Facility


Sludge Disposal Report for December 2023

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
950	0	Cost
\$ 53,212.75	\$ -	\$ 53,212.75

Sludge Disposal Report for January through December 2023

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
11875	1464.83	Cost
\$ 597,327.75	\$ 204,739.29	\$ 802,067.04

Sludge Disposal Report for January 2024

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
775	187.96	Cost
\$ 45,050.00	\$ 26,271.17	\$ 71,321.17

3.0 Projects:

3.1 20-Year Capital Renewal and Replacement Program 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 Contract

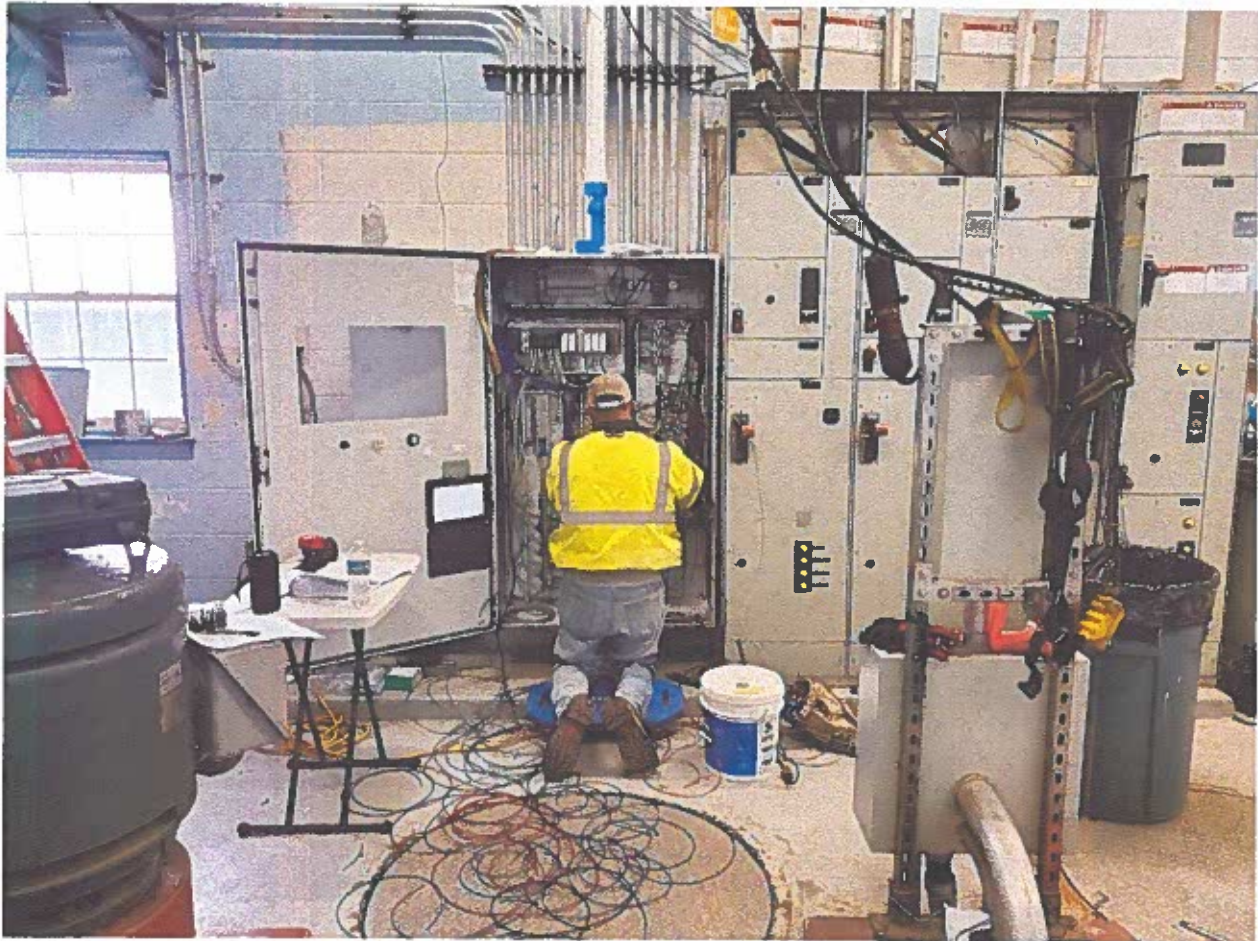
Contract WW-13-23 SCADA OC, WW/L & CM was approved and executed. The notice to proceed for contract WW-13-23 was issued on August 21, 2023 with the contract duration ending on November 18, 2025. Work has started in the Cape May Region.

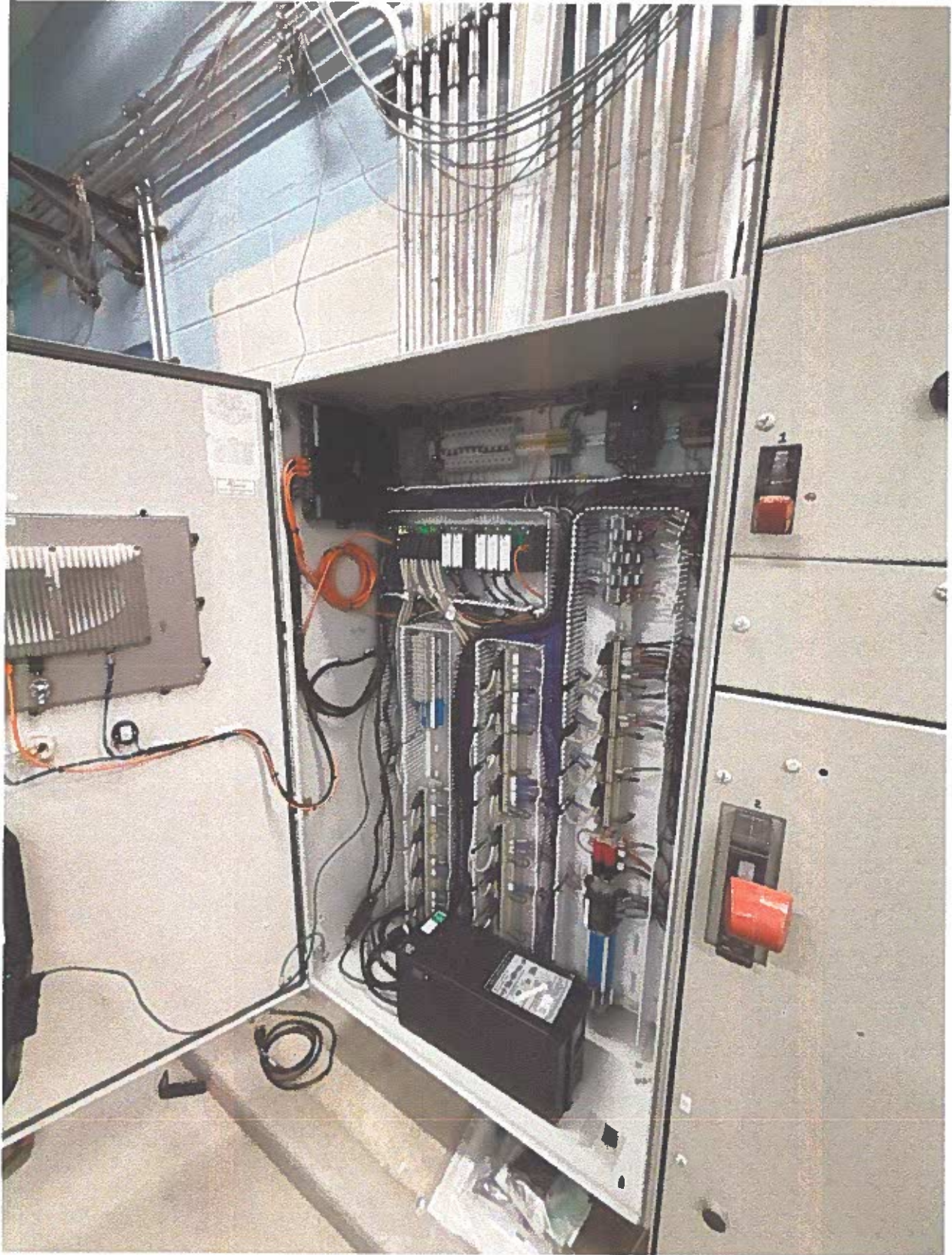
Contractor: Scalfo Electric
 Contract Amount: \$4,998,000.00
 Amount Expended: \$0.00 (0.0%)

Construction at Madison Ave Pump Station was completed and commissioning of the system commenced on February 1st. Temporary PLCs have been delivered to Coral and Claghorn Pump Stations and were commissioned on February 5th. (See pictures on the following pages.)

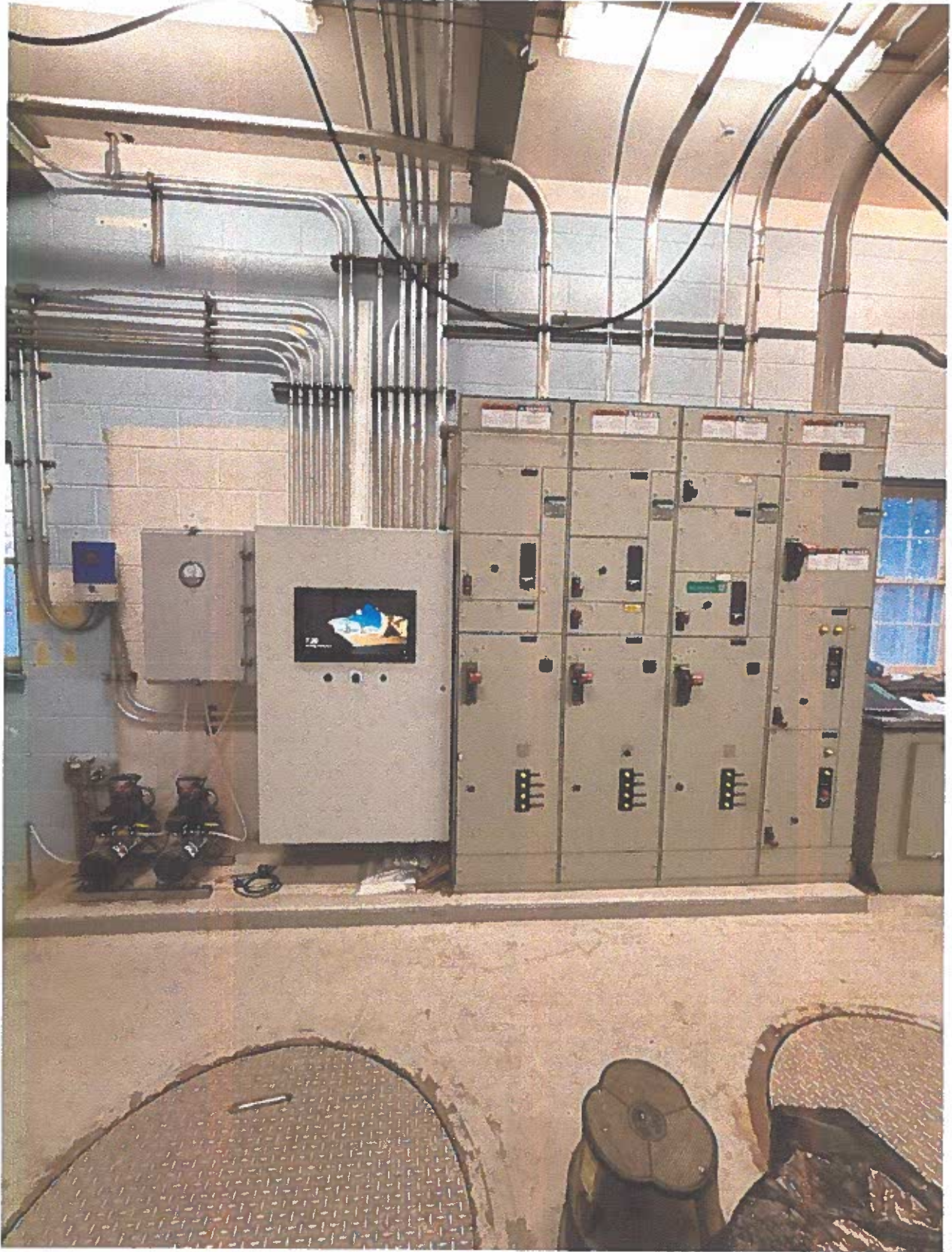


Madison Ave Pump Station SCADA installation temporary PLC





Madison Ave Pump Station PLC cabinet before and after



Madison Ave Pump Station after commissioning

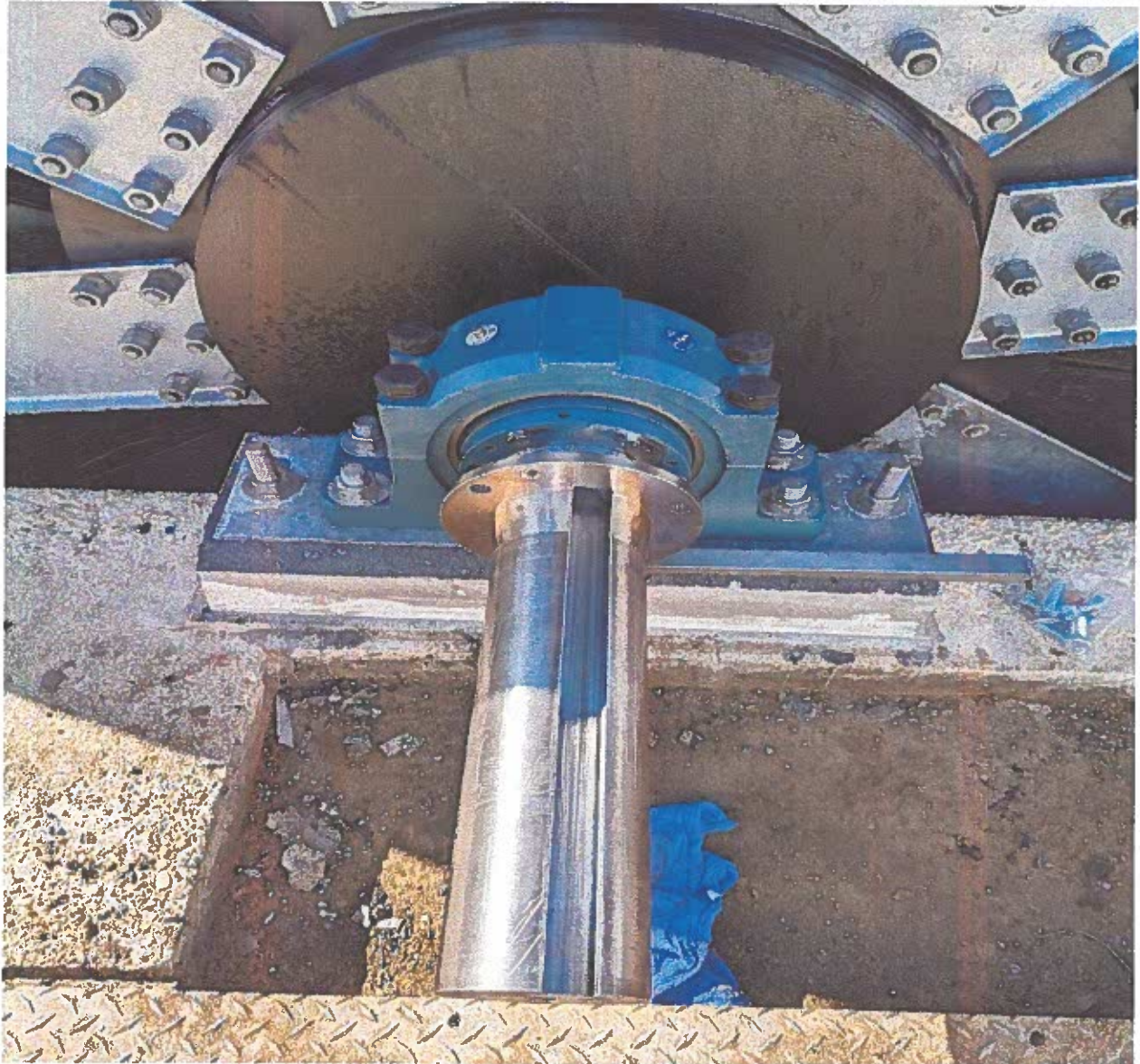
RBC and RBR Replacement at the Ocean City Wastewater Treatment Facility:

The replacement of Rotating Biological Contactor (RBC) media and shafts as well as the rehabilitation of the Rotating Biological Reactor (RBR) shafts is being completed at the Ocean City facility during the 2023 and 2024 off-season.

Bay #2 is the last remaining RBC bay to be replaced in Ocean City. During the week of February 5th, 2024 the final three (3) RBCs for bay #2 were delivered to the Ocean City Wastewater Treatment Facility. Pictured below are members of the Project Crew performing the installation.

The Authority also procured a new Rotating Biological Reactor (RBR) shaft and frame through contract OC-23-22 that arrived on site in late December. The Project Crew will be tasked with installing the stainless steel cage and plastic media on and in the RBR prior to its installation. (See pictures below and on the following page.)





RBR/RBC installation

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

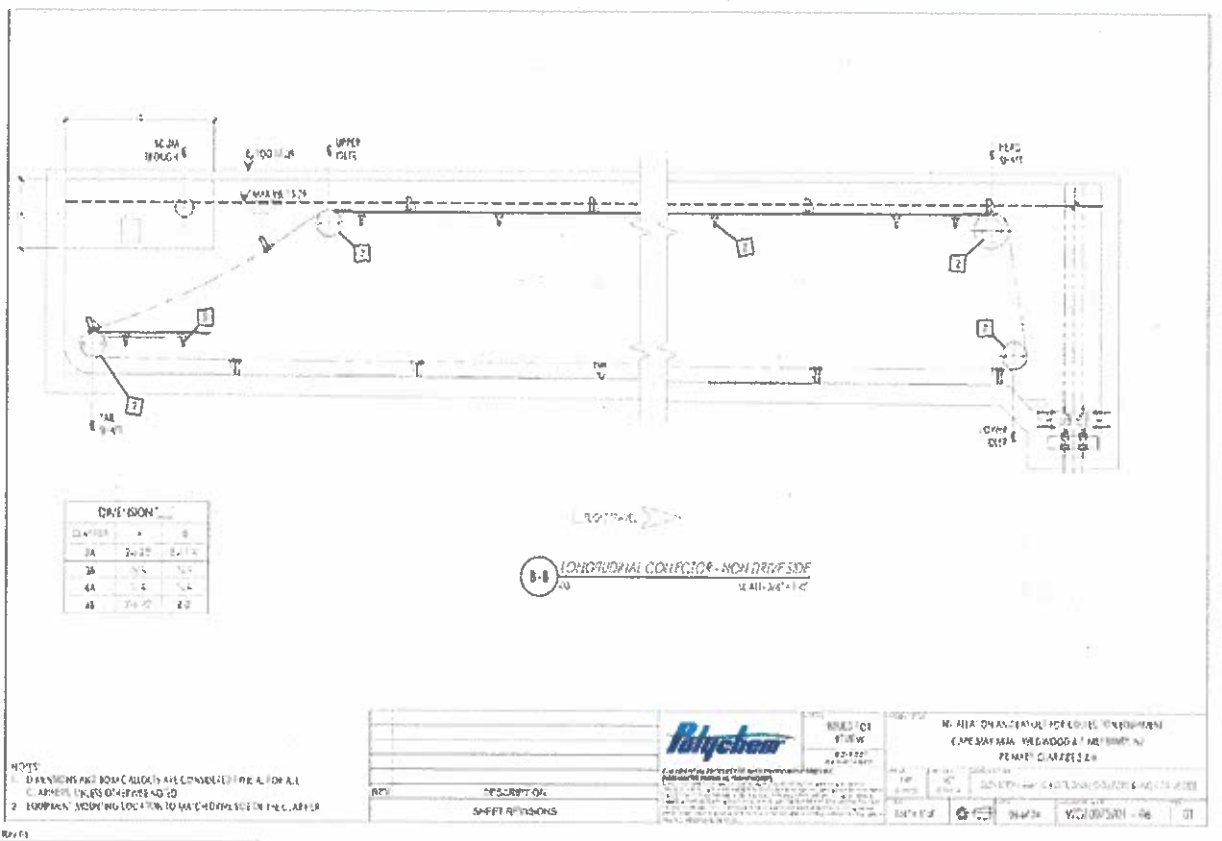
The Authority is replacing the Scum Concentrators at the Seven Mile Beach/Middle and the Wildwood/Lower WTPs. A scum concentrator combines dewatering by gravity separation with a heated day tank for further processing of concentrated scum and grease. This system provides the means to keep grease skimmings pumpable to be transferred for disposal.

The scum concentrators have been received as well as the scum transfer pumps for both SM/M and WW/L. Late in 2023, demolition of the scum pit appurtenances began. Procurement of glass lined ductile iron pipe and CPVC pipe is under way and awaiting delivery to continue with the project. No significant progress has been made on this project during the month of January.

Clarifier sludge collection system replacement

The Authority is replacing clarifier sludge collection flights and chains at Wildwood/Lower WTF and Seven Mile Beach/Middle WTF under contract WW-Equip-26-23. The flights and chains move settled sludge to the sludge collection point to allow pumping to the sludge thickeners. 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.

The vendor performed field measurements at the Wildwood/Lower and Seven Mile Beach/Middle facilities during the week of November 13th. Authority staff are currently reviewing design drawings for approval. Installation will be performed by the Project Crew and will take place later this year.



Seven Mile Beach/Middle WTF Reclaimed Water for Beneficial Reuse (RWBR) Refurbishment

Work continued on the Beneficial Reuse Denitrification Filter by SMM staff during the month of January. 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 cells for paint. The air distribution system within the tank has also been rebuilt. A two-part epoxy paint has been applied to prepare the filter for new media installation.



Coating of Filter Cells RWBR

In addition to the rehab of the filter, the Project Crew and Plant Electricians finished installation and wiring of a new Variable Frequency Drive (VFD) for the distribution pumps at the Beneficial Reuse Facility. The team also moved a pressure sensor that is critical to the safe operation of the system. This sensor was previously installed downstream of a shutoff valve which could lead to improper pressure readings at the discharge of the pumps. This change allows for better control of the pumping equipment, as well as protection.



RWBR VFD install and pressure transducer move

Wildwood/Lower WTF Effluent Motor Room VFD Installations

As part of the in-house SCADA work preparation, the Wildwood/Lower facility electrician and utility workers removed effluent pump VFDs #1 & #2 and began installing the new VFDs supplied under contract MUA-Equip-34-22-R1. These new VFDs are capable of communicating real time data to the SCADA system and providing an increased level of control.



WW/L effluent pump VFD installation

46th Street Pump Station Pump Replacement - Ocean City Region

The 46th Street Pump Station pumps and grinder had met the end of their useful lives and were scheduled for replacement. The station was successfully bypassed and cleaned by Ocean City operations personnel. The Project Crew was tasked with the removal of the old pumps, risers, and grinders and the installation of new equipment. This project is complete. Start up was performed on February 2, 2024. (See pictures on the following pages.)



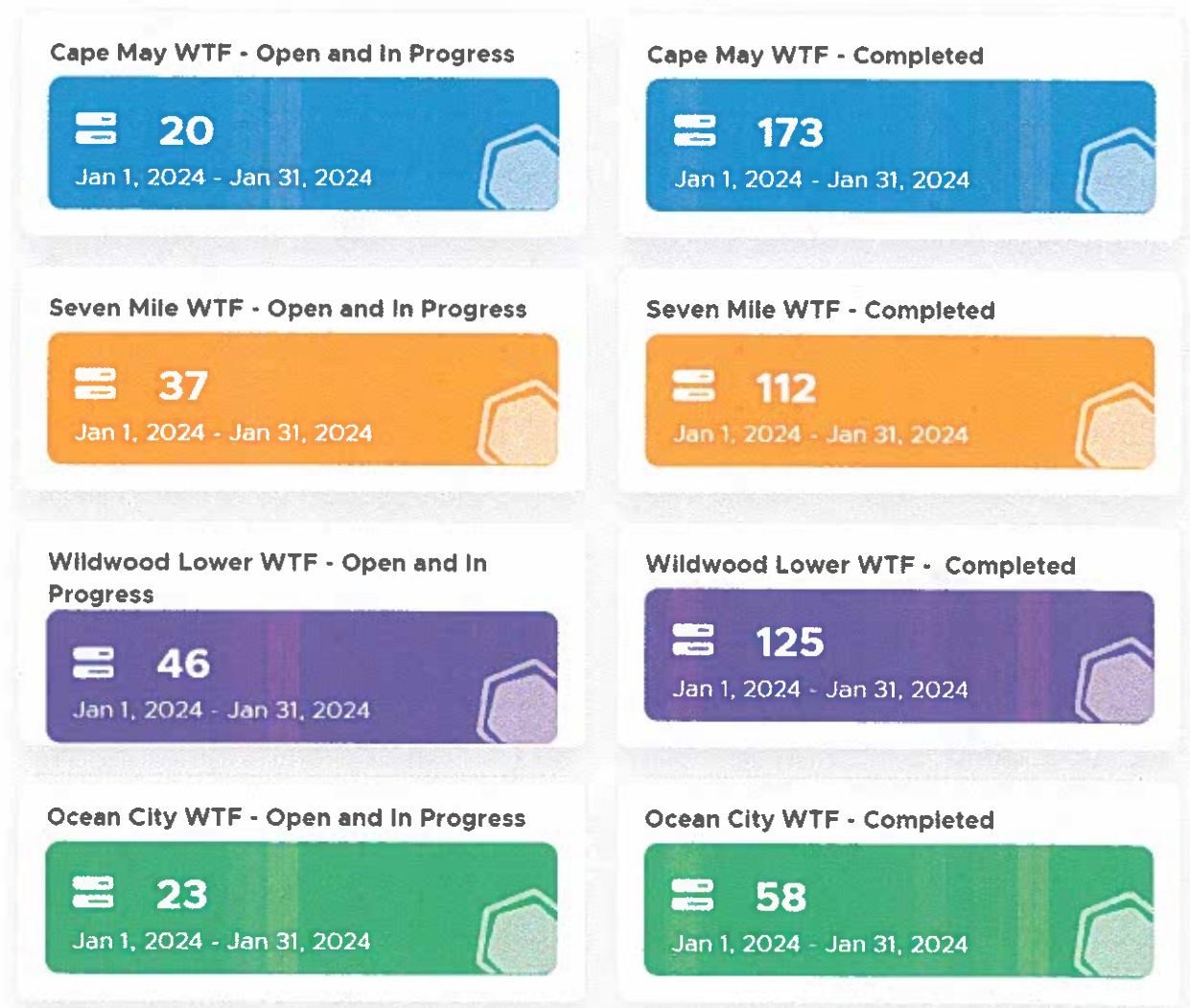


46th Street Pump Station pump and grinder installation

3.2 Repair and Maintenance Projects

January 2024 Maintenance Statistics:

Below is a custom report generated through the Limble Computerized Maintenance Management system. It is a summary of all captured Work Orders throughout the Wastewater Program for the month of January.



Ocean City Clarifier Refurbishment

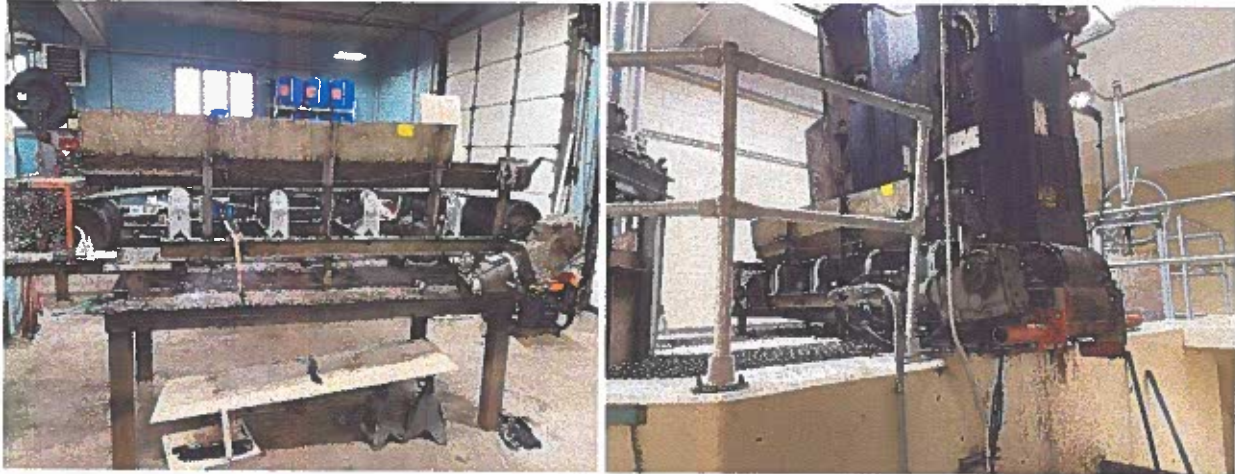
The Operations staff at Ocean City worked on cleaning, and prepping Secondary Clarifier #2 for refurbishment. The center ring and scum skimmer arm will be primed and painted in the spring of this year.



Ocean City Secondary Clarifier

Influent Rag Conveyor Replacement at the Ocean City Facility

During the month of January, the Ocean City Maintenance crew completed the rehabilitation of the Influent Building Rag conveyor. With the assistance of the Project Crew, the staff reinstalled all components in the building and put the equipment back in operation.



Regional valve maintenance at the Seven Mile Beach/Middle WTF

Multiple times a year, SMM Operations personnel are tasked with exercising valves throughout the facility and Pump Station dry wells. This task not only verifies the operability of the valves, but also keeps the staff knowledge of the different systems throughout the Region sharp. Pictured below is a Seven Mile Beach/Middle WTF Operator exercising the valves at the Mayville Pump Station dry well.



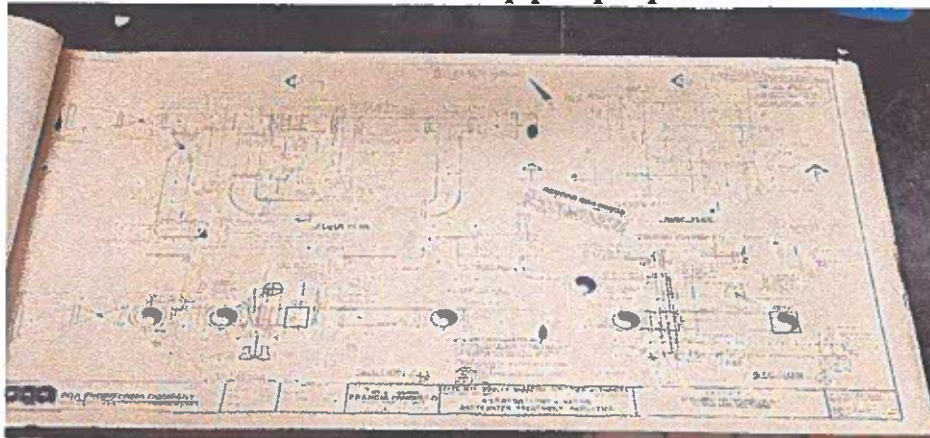
Valve exercising

Wildwood/Lower WTF Effluent vault sump repair

The operations and maintenance staff replaced a failed sump pump in the Wastewater Facility effluent gallery sump pit. Sump pumps are installed in underground chambers to protect the contents of the chamber from becoming damaged by flooding. Most sump pits are outfitted with two pumps in a lead/lag configuration. These configurations are also outfitted with alarms to notify the operator that a flood or if a leak is occurring. The failure did not lead to any damage but did cause the need for an immediate repair/replacement.



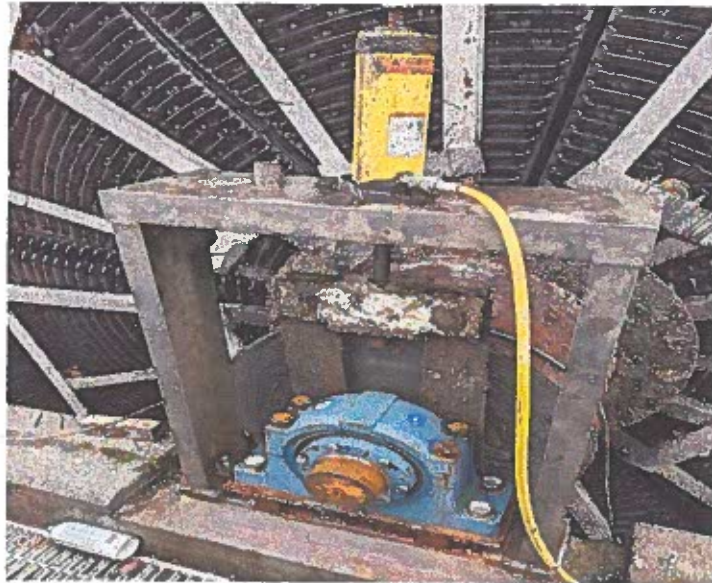
Effluent Vault sump pump repair



Blueprint review for task

RBC bearing repairs and replacements at the Wildwood/Lower Wastewater Treatment Facility

The WW/L maintenance team installed two (2) replacement bearings during the month of January.

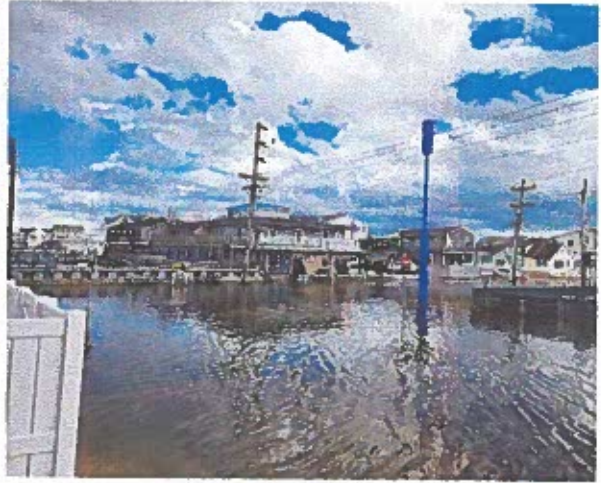
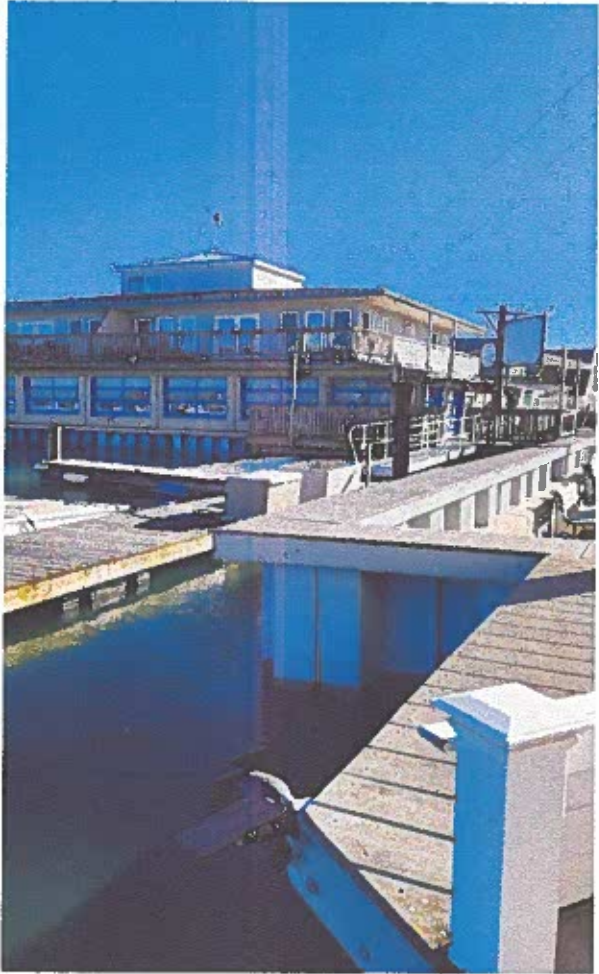


RBC bearing replacement

Emergency response at 10th Street Pump Station

During the weather event on Saturday January 13th, along with high tides and heavy rain a series of difficult pump clogs at the 10th Avenue Pump Station in North Wildwood coupled with the high flow conditions resulted in an “all hands on deck” response by operations and maintenance personnel to restore the pump station back to operation.

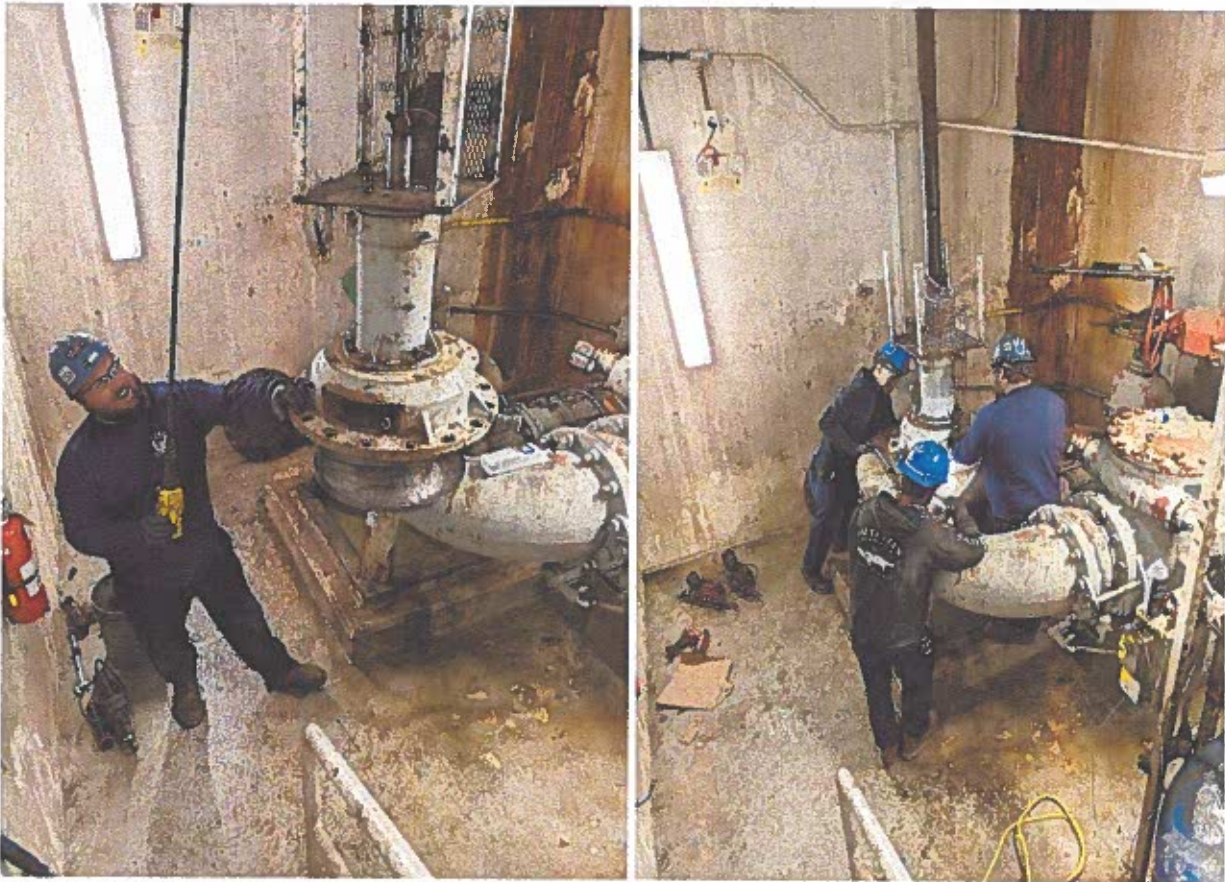
Through quick and diligent work, the staff was able to restore one pump back to full operation and one pump in partial operation due to the severity of the clog. Because the station was pumping adequately, the decision was made to wait until the weather event was over to allow for more adequate equipment to be brought in to finish the job. The effort to complete the unclog and clean the results of the high flows lasted throughout the following week. By January 30th, all pumps were made available and pumping at full capacity. (See pictures on the following pages.)



10th Street Pump Station flooding event Jan 15th



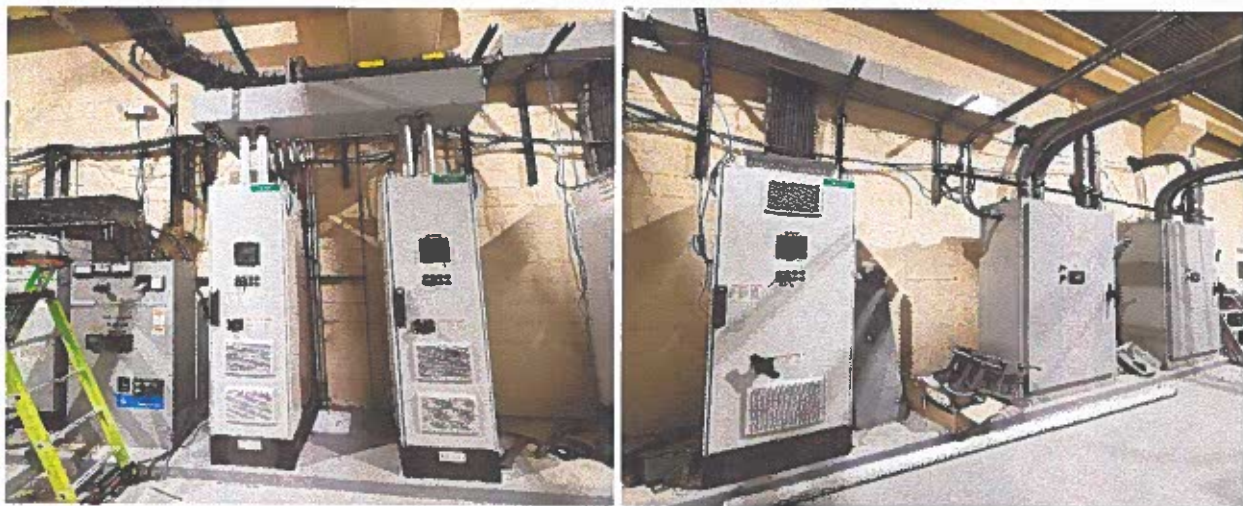
10th Street Pump Station wet well flooding



Pump Disassembly to aid in unclogging.

VFD upgrades at the Wildwood/Lower Wastewater Treatment Facility

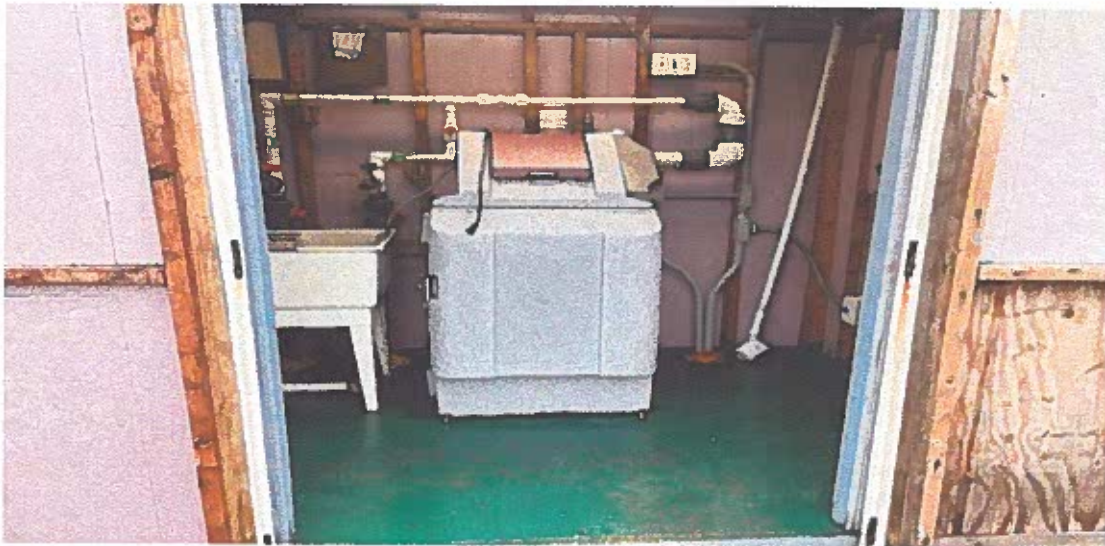
The WW/L WTF Electrician has completed the installation of two effluent pump VFDs in the effluent pumping station. The VFD upgrades are part of the ongoing SCADA project.



Effluent pump VFD installation

Effluent composite sampler installation at the Cape May Wastewater Treatment Facility

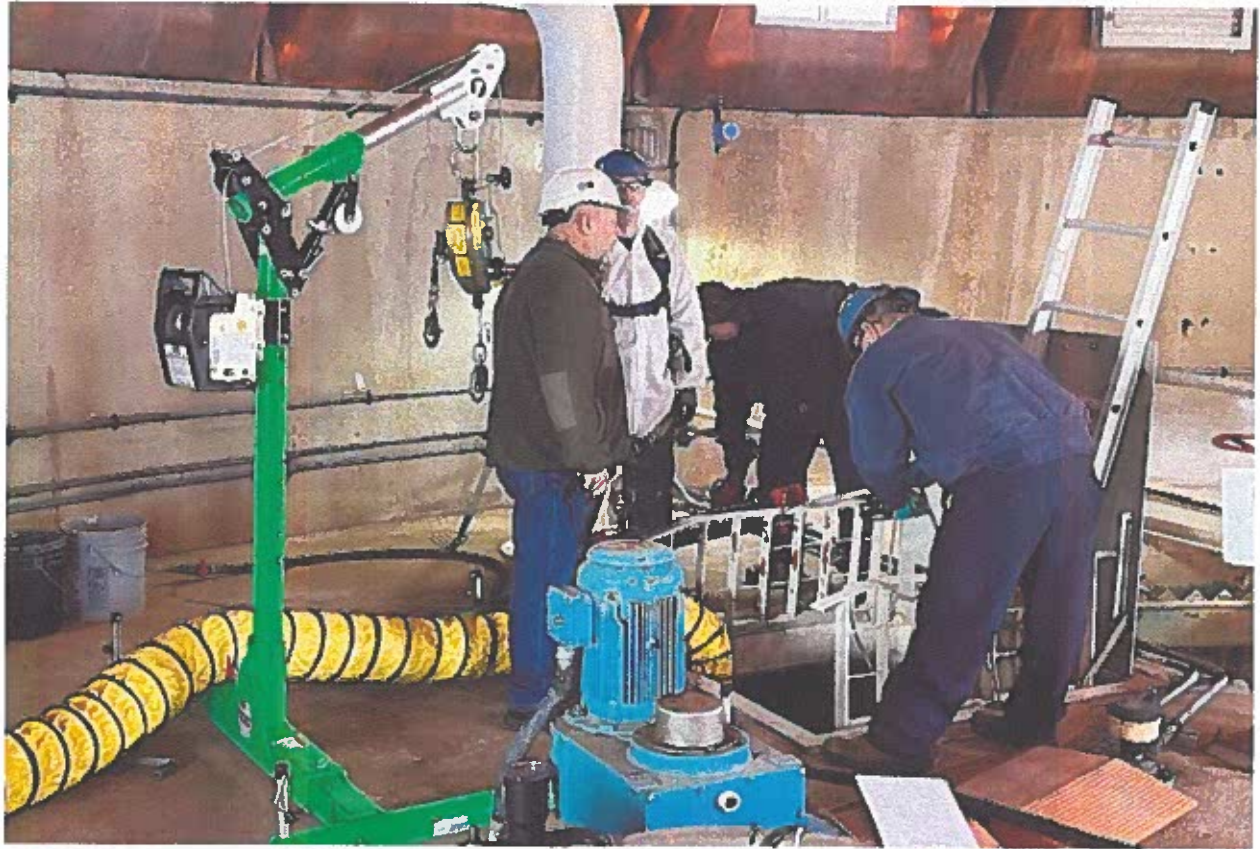
Cape May WTF personnel received and installed the new ISCO automatic sampler. This sampler replaced an older model that was having issues maintaining regular temperature. This unit will provide several years of worry free service conducting permit compliance sampling.



ISCO sampler installation

Sludge holding tank mixer cleaning at the Cape May Wastewater Treatment Facility

The Cape May WTF team conducted cleaning of the sludge holding tank mixer. This activity involves lowering an individual into the empty tank and physically cleaning and inspecting the equipment. (See picture on the following page.)



Sludge storage tank mixer cleaning

Revenue Generating Solid Waste and Recycling Report 2024 Tonnage Through January 2024

Unaudited

COMPARISON TO 2024 BUDGET

Solid Waste Type	COMPARISON TO PREVIOUS YEAR													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Annual Budgeted Tons	January Budgeted Tons	January 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 %	2023 Budgeted Tons	January 2024 vs January 2023 Actual Tons	January 2024 vs January 2023 %	YTD 2024 vs YTD 2023 Actual Tons	YTD 2024 vs YTD 2023 %
10 - Municipal	89,750	4,806	5,232	426	8.9%	4,806	5,232	426	8.9%	93,000	184	3.6%	184	3.6%
13 - Dry Bulky	4,400	245	235	-10	-4.1%	245	235	-10	-4.1%	4,300	-47	-1.6%	-47	-1.6%
13C - Construction & Demolition	58,500	4,857	6,505	1,648	33.9%	4,857	6,505	1,648	33.9%	58,500	1,005	-13.4%	-1,005	-13.4%
23 - Vegetative	275	14	6	-8	-57.1%	14	6	8	57.1%	550	4	200.0%	4	200.0%
25 - Animal and Food Processing	850	85	37	-48	-56.5%	85	37	-48	-56.5%	750	-165	-81.7%	-165	-81.7%
27 - Dry Industrial	650	32	120	88	275.0%	32	120	88	275.0%	550	95	360.0%	95	360.0%
27A - Asbestos	631	41	64	23	56.1%	41	64	23	56.1%	631	6	10.3%	6	10.3%
Total	155,056	10,080	12,199	2,119	21.0%	10,080	12,199	2,119	21.0%	158,281	-928	-7.1%	-928	-7.1%
Recycling Type														
135R - Tires	94	7	9	2	28.6%	7	9	2	28.6%	94	4	80.0%	4	80.0%
137L - Oversized Tires	50	4	4	0	0.0%	4	4	0	0.0%	50	0	0.0%	0	0.0%
236C - Bed Clearout	5,000	99	214	115	116.2%	99	214	115	116.2%	3,600	16	8.1%	16	8.1%
23H - Brush, Branches	3,750	223	251	28	12.6%	223	251	28	12.6%	3,500	-17	-6.3%	-17	-6.3%
23C - Leaves & Grass	3,900	419	725	306	73.0%	419	725	306	73.0%	3,250	-324	-30.5%	-324	-30.5%
23S - Stumps	3,000	133	98	-95	-49.2%	133	98	-95	-49.2%	3,250	-236	-70.7%	-236	-70.7%
Total	15,794	945	1,301	356	37.7%	945	1,301	356	37.7%	13,744	-557	-30.0%	-557	-30.0%

Overall Tonnage to Date:

Waste and Recycling 170,850 11,025 13,500 2,475 22.4% 11,025 13,500 2,475 22.4%

1 - Solid Waste Admin@Barnett02021

Revenue Through January 2024

Unaudited

	COMPARISON TO 2024 BUDGET				COMPARISON TO PREVIOUS YEAR									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Annual Budgeted Revenue	January Budgeted Revenue	January 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 %	2023 Budgeted Revenue	January 2024 vs January 2023 Revenue	January 2024 vs January 2023 %	YTD 2024 vs YTD 2023 Revenue	YTD 2024 vs YTD 2023 %
Solid Waste Type														
10 - Municipal	\$7,466,303	\$399,811	\$426,722	\$65,911	6.7%	\$391,977	\$426,722	\$34,745	8.9%	\$7,585,080	\$15,007	3.6%	\$15,007	3.6%
13 - Dry Bulky	\$366,036	\$20,382	\$19,167	-\$1,215	-6.0%	\$19,982	\$19,167	-\$816	-4.1%	\$350,708	-\$5,833	-1.7%	-\$5,833	-1.7%
13C - Construction & Demolition	\$5,752,890	\$477,637	\$616,609	\$138,972	29.1%	\$460,395	\$616,609	\$156,214	33.9%	\$5,545,215	-\$95,264	-1.7%	-\$95,264	-1.7%
23 - Vegetative	\$22,877	\$1,165	\$489	-\$675	-58.0%	\$1,142	\$489	-\$652	-57.1%	\$44,858	\$326	0.0%	\$326	0.0%
25 - Animal and Food Processing	\$70,712	\$7,071	\$3,018	-\$4,053	-57.3%	\$6,933	\$3,018	-\$3,915	-56.5%	\$61,170	-\$13,457	-22.0%	-\$13,457	-22.0%
27 - Dry Industrial	\$53,385	\$2,628	\$9,499	\$6,871	261.4%	\$2,533	\$9,499	\$6,966	275.0%	\$43,538	\$7,520	17.3%	\$7,520	17.3%
27A - Asbestos	\$91,161	\$5,923	\$8,912	\$2,989	50.3%	\$5,709	\$8,912	\$3,203	56.1%	\$87,867	\$835	1.0%	\$835	1.0%
Total	\$13,823,364	\$914,617	\$1,084,416	\$169,798	18.6%	\$886,671	\$1,084,416	\$195,744	22.0%	\$13,718,486	-\$86,866	-0.6%	-\$86,866	-0.6%
Recycling Type														
135R - Tires	\$35,250	\$2,625	\$3,375	\$750	28.6%	\$2,625	\$3,375	\$750	28.6%	\$35,250	\$1,500	4.3%	\$1,500	4.3%
137L - Oversized Tires	\$21,250	\$1,708	\$1,700	-\$80	-4.7%	\$1,700	\$1,700	\$0	0.0%	\$21,250	\$0	0.0%	\$0	0.0%
23BC - Bed Cleanout	\$200,000	\$3,960	\$8,132	\$4,172	105.4%	\$3,762	\$8,132	\$4,370	116.2%	\$186,800	\$608	0.3%	\$608	0.3%
23H - Brush, Branches	\$8,970	\$8,970	\$9,538	\$568	6.3%	\$8,474	\$9,538	\$1,064	12.6%	\$133,000	-\$646	-0.5%	-\$646	-0.5%
23C - Leaves & Grass	\$54,600	\$5,866	\$10,150	\$4,284	73.0%	\$5,866	\$10,150	\$4,284	73.0%	\$45,500	-\$4,536	-10.1%	-\$4,536	-10.1%
23S - Stumps	\$120,000	\$7,720	\$3,724	-\$3,996	-51.8%	\$7,334	\$3,724	-\$3,610	-49.2%	\$123,500	-\$8,968	-7.3%	-\$8,968	-7.3%
Total	\$581,100	\$30,791	\$36,619	\$5,828	18.9%	\$29,761	\$36,619	\$6,858	23.0%	\$495,900	-\$12,042	-2.4%	-\$12,042	-2.4%

Overall Revenue to Date:

Waste and Recycling	\$14,404,464	\$945,408	\$1,121,035	\$175,626	18.6%	\$918,432	\$1,121,035	\$202,602	22.1%	\$14,213,736	-\$100,908	-0.7%	-\$100,908	-0.7%
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Cape May County Municipal Utilities Authority

RESOLUTION NO. 24-24

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 TO
CONTRACT MUA-EQUIP-08-21 – RENTAL OF HYDRAULIC CRANES FOR VARIOUS
CMCMUA FACILITIES WITH GARTON'S RIGGING, INC.**

BE IT RESOLVED by the Members of the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") that the following Change Order, recommended by the CMCMUA's Wastewater Program Manager, regarding Contract MUA-EQUIP-08-21 – Rental of Hydraulic Cranes for Various CMCMUA Facilities with Garton's Rigging, Inc. is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: No Change.

Time extension of 2021 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. 24-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 21st day of February 2024.

Assistant 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: Rental of Hydraulic Cranes for Various CMCMUA Facilities (MUA-EQUIP-08-21)


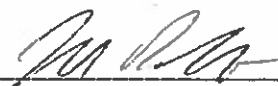
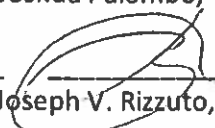
Original Purpose and Scope of Contract: The purpose of this Contract is for the rental of hydraulic cranes of various sizes (25 Ton, 40 Ton, 50 Ton, 80 Ton, 100 Ton, 150 Ton, 210 Ton, and 250 Ton) with necessary associated rigging equipment and a certified crane operator, on an as-needed basis for various projects and maintenance required throughout the year.

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Garton's Rigging, Inc.	Address: 3436 N. Mill Road P.O. Box 510 Vineland, NJ 08362-0510
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CHANGE ORDER INFORMATION

Change Order Number: 1
Change Order Scope: Extend the Contract completion date from March 2, 2024 to May 1, 2024 for the continued procurement of crane rental services.
Change Order Description: Allow the Wastewater and Solid Waste Programs to continue to procure the above referenced services while the contract for these services is rebid.
Original Contract Value: \$85,000.00
Value of this Change Order: \$0
Cumulative Change Order Value, including this Change Order: \$0
New Contract Value, including this Change Order: \$85,000.00
Contract Completion Date Prior to this Change Order: March 1, 2024
Time Extension, this Change Order: 60 Calendar Days
Total Change Order Contract Time Extension/Completion Date: 60 Calendar Days / May 1, 2024
Cumulative Change Order % of Original Contract: 0%

 _____ Kevin W. McGahey, Purchasing Agent	102-15-2024 _____ Date	 _____ Joshua Palombo, WW Program Manager	102/13/24 _____ Date
JRC _____ John R. Conturo, SW Program Manager	102/15/24 _____ Date	 _____ Joseph V. Rizzuto, Executive Director	102/13/24 _____ Date

C H A N G E O R D E R

Cape May County MUA MUA-EQUIP-08-21 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 March 2, 2024 to May 1, 2024 for the continued procurement of crane rental services.

2. REASON FOR THIS CHANGE ORDER:

Allow the Wastewater and Solid Waste Programs 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 \$ 85,000.00
(Increase) (Decrease) Lump Sum Dollars: \$ 0.00
New Contract Amount Including this Change Order: \$ 85,000.00

5. CONTRACT TIME:

Contract Completion Date Prior to this Change Order March 2, 2024
(Increase)(Decrease) Calendar Days 60 Calendar Days
New Contract Completion Date Including this Change Order May 1, 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:

Garton's Rigging, Inc.
3436 N. Mill Road
P.O. Box 510
Vineland, NJ 08362-0510

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. 25-24

RESOLUTION AUTHORIZING THE PROCUREMENT OF CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES THROUGH SOURCEWELL CONTRACT #060920-KTC WITH GABRIELLI TRUCK SALES OF NJ, INC., AN AUTHORIZED DEALER OF KENWORTH TRUCK COMPANY

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need to procure class 4-8 chassis with related equipment, accessories, and services; and,

WHEREAS, pursuant to New Jersey Statute, N.J.S.A. 52:34-6.2(b)(3) et. seq., any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available; and,

WHEREAS, pursuant to Authority Resolution 24-15, dated February 18, 2015, the CMCMUA entered into membership with a nationally recognized and accepted cooperative purchasing agreement, the National Joint Powers Alliance ("NJPA"), now known, as of June 6, 2018, as Sourcewell; and,

WHEREAS, Sourcewell has publicly advertised, received, and evaluated Requests for Proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services and had awarded Sourcewell Contract #060920-KTC to Gabrielli Truck Sales of NJ, Inc., an authorized dealer of Kenworth Truck Company, and has made the Sourcewell Contract available to other public entities; and,

WHEREAS, on February 9, 2024, the Authority provided public notice to current contract holders and prospective bidders of the CMCMUA's intention to utilize a national cooperative purchasing agreement, Sourcewell Contract #060920-KTC, to procure class 4-8 chassis with related equipment, accessories, and services through Gabrielli Truck Sales of NJ, Inc., an authorized dealer of Kenworth Truck Company, a New Jersey approved vendor; and,

WHEREAS, the public comment period ended on February 20, 2024, during which no comments were received and no objections were raised from contract holders and prospective bidders regarding the CMCMUA's intention to utilize a national cooperative purchasing agreement, Sourcewell Contract #060920-KTC, to procure class 4-8 chassis with related equipment, accessories, and services through Gabrielli Truck Sales of NJ, Inc., an authorized dealer of Kenworth Truck Company; and,

WHEREAS, the CMCMUA desires to authorize the Authority's Qualified Purchasing Agent to procure class 4-8 chassis with related equipment, accessories, and services through Gabrielli Truck Sales of NJ, Inc., an authorized dealer of Kenworth Truck Company a New Jersey approved vendor from Sourcewell Contract #060920-KTC.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, that the CMCMUA hereby authorizes its Qualified Purchasing Agent to procure class 4-8 chassis with related equipment, accessories, and services through Gabrielli Truck Sales of NJ, Inc., an authorized dealer of Kenworth Truck Company, a New Jersey approved vendor through Sourcewell Contract #060920-KTC.

BE IT FURTHER RESOLVED, pursuant to the rules of the Local Finance Board of the State of New Jersey, that no amount of these contracts shall be chargeable or certified until such time as materials, supplies, equipment, or services are ordered, or otherwise called for, prior to placing the order. 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.

	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. 25-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 21st day of February 2024.

Assistant Secretary

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

PROJECT INFORMATION

Project Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Purpose and Scope of Contract: The purpose and scope of this contract is to procure Kenworth Truck Company class 4-8 chassis with related equipment, accessories, and services, on an as needed basis, through a National Cooperative Contract, Sourcewell Contract #060920-KTC.

PROCUREMENT INFORMATION

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

Contract Number: Sourcewell Contract #060920-KTC
Term of Contract: August 24, 2020 – August 1, 2024
Option to Renew: No Yes:
 One (1) year extension

Bid Guarantee: No Yes
Consent of Surety: No Yes

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: N/A

Notice of Intent to Award Contract Date : February 21, 2024 – August 1, 2024
Notice of Intent Comment Period End Date: February 20, 2024

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: Gabrielli Truck Sales of NJ, Inc., an authorized dealer of Kenworth Truck Company
Address: 2306 Route 130 North Dayton, NJ 08810

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

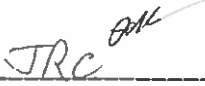
Funding:
 Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

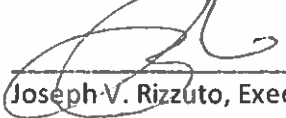
Contract Value, Not-To-Exceed: N/A

Contract Spending Previous Contract Year: N/A


 _____ 102-15-2024
 Kevin W. McGahey, Purchasing Agent Date


 _____ 2/15/24
 Joshua Palombo, WW Program Manager Date


 _____ 102/15/24
 John R. Conturo, SW Program Manager Date


 _____ 102/13/24
 Joseph V. Rizzuto, Executive Director Date

Cape May County Municipal Utilities Authority

RESOLUTION NO. 26-24

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT CHEM-05-24 (PARTS A AND B) – FURNISH AND DELIVER VARIOUS CHEMICALS TO CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES TO KUEHNE CHEMICAL CO., INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for Contract CHEM-05-24 - Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities ("Contract", Parts A through C) and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received two (2) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on January 30, 2024; and,

WHEREAS, the Authority's Purchasing Agent and Wastewater Program Manager have reviewed the Bid submitted by the sole Bidder for Contract Part A and Part B, Kuehne Chemical Co., Inc., and have determined that it is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for said Contract; and,

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

WHEREAS, the Authority's Executive Director concurs with said determination; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Kuehne Chemical Co., Inc., 86 North Hackensack Avenue, South Kearney, NJ 07032, is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract CHEM-05-24 Part A in the not-to-exceed amount of \$1,701,000.00 and Part B in the not-to-exceed amount of \$1,398,000.00; 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 incorporated herein by reference and made a part hereof.
2. Part A of Contract CHEM-05-24 is hereby awarded to Kuehne Chemical Co., Inc. for a total not-to-exceed amount of \$1,701,000.00.
3. Part B of Contract CHEM-05-24 is hereby awarded to Kuehne Chemical Co., Inc. for a total not-to-exceed amount of \$1,398,000.00.
4. The term of this Contract is one (1) year from execution of the Contract, with two (2), one (1) year renewal options, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
5. The Authority's Executive Director or Deputy Director is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities under Contract CHEM-05-24 (Parts A and 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 Part A \$1,701,000.00 and Part B \$1,398,000.00.

	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. **26-24** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **21st** day of **February 2024**.

Assistant Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities
Purpose and Scope of Contract: Part A of this contract is for the supply and delivery of fifteen percent (15%) sodium hypochlorite solution (NaOCl) to the Ocean City Regional Wastewater Treatment Facility, the Cape May Regional Wastewater Treatment Facility, the Seven Mile Beach/Middle Regional Wastewater Treatment Facility, and the Wildwood/Lower Regional Wastewater Treatment Facility for disinfection purposes and various CMCMUA pump stations for odor control purposes. Part B of this contract is for the supply and delivery of twenty percent (20%) sodium hypochlorite solution (NaOCl) for use in a trial at the Ocean City Regional Wastewater Treatment Facility, the Cape May Regional Wastewater Treatment Facility, the Seven Mile Beach/Middle Regional Wastewater Treatment Facility, and the Wildwood/Lower Regional Wastewater Treatment Facility for disinfection purposes and various CMCMUA pump stations for odor control purposes. Part C of this contract is for the supply and delivery approximately 750,000 pounds (dry basis as FeCl3) of liquid ferric chloride to various CMCMUA Regional Wastewater Treatment Facilities. The liquid ferric chloride will be used as a wastewater flocculent prior to the primary clarifiers and to oxidize hydrogen sulfide in gravity sewers and sludge storage tanks.

PROCUREMENT INFORMATION

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

Contract Number: CHEM-05-24 **Term of Contract:** One (1) Year **Option to Renew:** No
Part A – 15% Sodium Hypochlorite Yes: Two (2) – one
Part B – 20% Sodium Hypochlorite (1) year renewal options

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

Liquidated Damages: No
 Yes:

Engineer's Estimate: Part A: \$1,800,000.00 and Part B: \$1,200,000.00

Advertisement Date: January 9, 2024

Opening Date: January 30, 2024

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: Kuehne Chemical Co., Inc.

Address: 86 North Hackensack Avenue
Kearny, NJ 07032

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: Part A: \$1,701,000.00 and Part B: \$1,398,000.00


Contract Spending Previous Contract Term: (6-months) Part A: \$481,204.24 Part B: N/A


Kevin W. McGahey, Purchasing Agent

162-15-2024
Date


Joshua Palombo, WW Program Manager

2/13/24
Date


Joseph V. Rizzuto, Executive Director

1 02/13/24
Date

WADE, LONG, WOOD & LONG, LLC

Attorneys at Law

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

February 8, 2024

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

**RE: Furnish and Deliver Various Chemicals to the CMCMUA Regional Wastewater
Treatment Facilities
CHEM-05-24**

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submissions with respect to the Contract to Furnish and Deliver Various Chemicals to the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") Regional Wastewater Treatment Facilities. The CMCMUA received two (2) bids for the various Parts of the Contract. The bids were submitted on Tuesday, January 30, 2024, at 2:00 p.m. as follows:

Part A: 15% Sodium Hypochlorite

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Kuehne Chemical Company, Inc.	\$1,701,000.00

Part B: 20% Sodium Hypochlorite

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Kuehne Chemical Company, Inc.	\$1,398,000.00

Part C: Liquid Ferric Chloride

RE: Furnish and Deliver Various Chemicals to the CMCMUA Regional Wastewater Treatment Facilities
CHEM-05-24

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Kemira Water Solutions, Inc.	\$259,104.00

II. FACTUAL ANALYSIS

The bid specifications sought bids to secure a vendor to furnish and deliver various chemicals, specifically 15% Sodium Hypochlorite Solution, 20% Sodium Hypochlorite Solution, and Liquid Ferric Chloride, on an as needed basis, to the Authority's Regional Wastewater Treatment Facilities. See Bid Specifications, Section IV(I) – Technical Specifications, Scope of Work. A contract will be awarded to the responsible bidders who submit the “lowest adjusted price”. Separate contracts are to be awarded for Parts A, B, and C, and bidders do not have to bid on all parts to be considered responsive. See Bid Specifications, Section IV(Q) – Technical Specifications, Contract Award.

The apparent low bid for Parts A and B was submitted by Kuehne Chemical Company, Inc. (“Kuehne”). Upon review of the bid submitted by Kuehne no defects were uncovered from a legal perspective. The bid was further reviewed by Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following his review, Mr. Palombo opined that the bid submitted by Kuehne complies with the technical specifications for Parts A and B and thereafter recommended the award of the contract for Parts A and B to Kuehne.

The apparent low bid for Part C was submitted by Kemira Water Solutions, Inc. (“Kemira”). Upon review of the bid submitted by Kemira no defects were uncovered from a legal perspective. The bid was further reviewed by Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following his review, Mr. Palombo opined that the bid submitted by Kemira complies with the technical specifications for Part C and thereafter recommended the award of the contract for Part C to Kemira.

III. LEGAL ANALYSIS

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

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

RE: Furnish and Deliver Various Chemicals to the CMCMUA Regional Wastewater Treatment Facilities
CHEM-05-24

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

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

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

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

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

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

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

RE: Furnish and Deliver Various Chemicals to the CMCMUA Regional Wastewater Treatment Facilities
CHEM-05-24

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

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

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

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

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of (the LPCL) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract..."

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

Considering the aforementioned, my legal analysis of the three (3) parts of this contract is as follows:

A. Part A: 15% Sodium Hypochlorite

The Authority received one (1) bid for this part of the contract. The apparent low bid was submitted by Kuehne. As outlined above, the bidder complied with the specifications from a legal perspective and no apparent defects were uncovered within their bid.

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

RE: Furnish and Deliver Various Chemicals to the CMCMUA Regional Wastewater Treatment Facilities
CHEM-05-24

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Bid Proposal Form;
5. Acknowledgment of Receipt of Addenda;
6. Bid Bond;
7. Surety Disclosure Statement and Certification;
8. Power of Attorney;
9. Consent of Surety;
10. Surety Financial Statement;
11. Bidder's Experience/References;
12. New Jersey Business Registration Certificate;
13. Disclosure of Investment Activities in Iran Form;
14. IRS Form W-9;
15. Emergency Contact List;
16. Product Information;
17. Certificate of Employee Information Report;
18. Certificate of Liability Insurance.

The bid submitted by Kuehne is in the appropriate form for Part A. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for Part A of CHEM-05-24 be awarded to Kuehne.

B. Part B: 20% Sodium Hypochlorite

The Authority received one (1) bid for this part of the contract. The apparent low bid was submitted by Kuehne. The bidder complied with the specifications from a legal perspective and no apparent defects were uncovered within their bid.

As outlined above, I have examined all documents submitted by Kuehne and their bid is in the appropriate form for Part B. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for Part B of CHEM-05-24 be awarded to Kuehne.

C. Part C: Liquid Ferric Chloride

The Authority received one (1) bid for this part of the contract. The apparent low bid was submitted by Kemira. As outlined above, the bidder complied with the specifications from a legal perspective and no apparent defects were uncovered within their bid.

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;

**RE: Furnish and Deliver Various Chemicals to the CMCMUA Regional Wastewater
Treatment Facilities
CHEM-05-24**

4. Bid Proposal Form;
5. Acknowledgment of Receipt of Addenda;
6. Bid Bond;
7. Power of Attorney;
8. Surety Disclosure Statement and Certification;
9. Consent of Surety;
10. Bidder's Experience/References;
11. Company Information;
12. New Jersey Business Registration Certificate;
13. Disclosure of Investment Activities in Iran Form;
14. IRS Form W-9;
15. Emergency Contact Information;
16. Product Information;
17. Certificate of Employee Information Report;
18. Certificate of Liability Insurance.

The bid submitted by Kemira is in the appropriate form for Part C. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for Part C of CHEM-05-24 be awarded to Kemira.

IV. CONCLUSION

After researching the applicable law, reviewing the contract specifications and reviewing the response submitted for all Parts with respect to the bid submissions for the contract to Furnish and Deliver Various Chemicals to the Authority's Regional Wastewater Treatment Facilities, it is my legal opinion that the lowest responsible bidder for Parts A and B is Kuehne, and Part C is Kemira. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contracts, subject to staff concurrence and the availability of funds. If you have any questions or require any further clarification, please do not hesitate to contact me.

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



Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 27-24

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT CHEM-05-24 (PART C) – FURNISH AND DELIVER VARIOUS CHEMICALS TO CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES TO KEMIRA WATER SOLUTIONS, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for Contract CHEM-05-24 - Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities ("Contract", Parts A through C) and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received two (2) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on January 30, 2024; and,

WHEREAS, the Authority's Purchasing Agent and Wastewater Program Manager have reviewed the Bid submitted by the sole Bidder for Contract Part C, Kemira Water Solutions, Inc., and have determined that it is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for said Contract; and,

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

WHEREAS, the Authority's Executive Director concur with said determination; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, KS 66049, is responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract CHEM-05-24 Part C in the not-to-exceed amount of \$259,104.00; 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 incorporated herein by reference and made a part hereof.
2. Part C of Contract CHEM-05-24 is hereby awarded Kemira Water Solutions, Inc. for a total not-to-exceed amount of \$259,104.00.
3. The term of this Contract is one (1) year from execution of the Contract, with two (2), one (1) year renewal options, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The Authority's Executive Director or Deputy Director is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities under Contract CHEM-05-24 (Part C) 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 Part C \$259,104.00.

	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. 27-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 21st day of February 2024.

Assistant Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Various Chemicals to CMCMUA Regional Wastewater Treatment Facilities
Purpose and Scope of Contract: Part A of this contract is for the supply and delivery of fifteen percent (15%) sodium hypochlorite solution (NaOCl) to the Ocean City Regional Wastewater Treatment Facility, the Cape May Regional Wastewater Treatment Facility, the Seven Mile Beach/Middle Regional Wastewater Treatment Facility, and the Wildwood/Lower Regional Wastewater Treatment Facility for disinfection purposes and various CMCMUA pump stations for odor control purposes. Part B of this contract is for the supply and delivery of twenty percent (20%) sodium hypochlorite solution (NaOCl) for use in a trial at the Ocean City Regional Wastewater Treatment Facility, the Cape May Regional Wastewater Treatment Facility, the Seven Mile Beach/Middle Regional Wastewater Treatment Facility, and the Wildwood/Lower Regional Wastewater Treatment Facility for disinfection purposes and various CMCMUA pump stations for odor control purposes. Part C of this contract is for the supply and delivery approximately 750,000 pounds (dry basis as FeCl3) of liquid ferric chloride to various CMCMUA Regional Wastewater Treatment Facilities. The liquid ferric chloride will be used as a wastewater flocculent prior to the primary clarifiers and to oxidize hydrogen sulfide in gravity sewers and sludge storage tanks.

PROCUREMENT INFORMATION

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

Contract Number: CHEM-05-24 **Term of Contract:** One (1) Year **Option to Renew:** No
 Part C – Liquid Ferric Chloride Yes: Two (2) – one (1) year renewal options

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

Liquidated Damages: No
 Yes:

Engineer's Estimate: Part C: \$300,000.00

Advertisement Date: January 9, 2024 **Opening Date:** January 30, 2024

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: Kemira Water Solutions, Inc. **Address:** 4321 W. 6th Street
 Lawrence, KS 66049


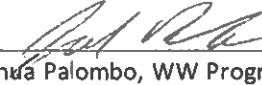
BUDGET INFORMATION


Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$259,104.00

Contract Spending Previous Contract Term: (6-months) \$13,060.60

 _____ 102-15-2024  _____ 12/15/24
 Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, WW Program Manager Date

 _____ 102/15/24
 Joseph V. Rizzuto, Executive Director Date

Cape May County Municipal Utilities Authority

RESOLUTION NO. 28-24

RESOLUTION AUTHORIZING THE EXECUTION OF A HOST COMMUNITY BENEFIT AGREEMENT WITH THE BOROUGH OF WOODBINE

WHEREAS, the Cape May County Board of County Commissioners has designated the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") as the implementing agency for the Solid Waste Management Plan ("Plan") for Cape May County; and,

WHEREAS, pursuant to the Plan, the CMCMUA has constructed and performs various solid waste activities at a site located on the border of the Borough of Woodbine and the Township of Upper, in Cape May County, New Jersey (hereinafter referred to as the "Sanitary Landfill"); and,

WHEREAS, pursuant to N.J.S.A. 13:1E-28, the Borough of Woodbine is a "host municipality" via said location of the Authority's Sanitary Landfill partially within its boundaries; and,

WHEREAS, N.J.S.A. 13:1E-28 provides that a "host municipality" within which an approved solid waste facility is located shall be entitled to an annual economic benefit not less than the equivalent of \$1.00 per ton of solids on all solid waste accepted for disposal at the Sanitary Landfill during the previous calendar year; and,

WHEREAS, the Authority's Sanitary Landfill is such a State-approved solid waste facility; and,

WHEREAS, the parties desire to enter into a "Host Community Benefit Agreement" ("Agreement") which sets forth the economic benefit to be paid to the Borough of Woodbine by the Authority as a result of specified solid waste activities related to the Authority's Sanitary Landfill; and,

WHEREAS, the Authority and the Borough of Woodbine have negotiated the provisions of an Agreement setting forth the terms and compensation to be provided to the Borough of Woodbine as a "host municipality" for the Authority's Sanitary Landfill; and,

WHEREAS, the term of said Agreement shall be effective January 1, 2024 and shall terminate on December 31, 2024; and,

WHEREAS, the Authority's Executive Director has recommended approval of a proposed Agreement; and,

WHEREAS, the Borough of Woodbine has approved the proposed Agreement.

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. Execution of said Agreement supersedes all prior Agreements between the Borough of Woodbine and the Cape May County Municipal Utilities Authority with respect to the "Host Community Benefit".

	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. 28-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 21st day of February 2024.

Assistant Secretary

HOST COMMUNITY BENEFIT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024, between:

THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, a public body politic and corporate, constituting a political subdivision of the State of New Jersey, with principal offices at 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter referred to as "CMCMUA";

and

BOROUGH OF WOODBINE, a municipal corporation of the State of New Jersey, with principal offices at 501 Washington Avenue, Woodbine, New Jersey 08270, hereinafter referred to as "Woodbine".

WHEREAS, the CMCMUA operates a solid waste complex located on the border of the Borough of Woodbine and the Township of Upper, in Cape May County, New Jersey; and

WHEREAS, said solid waste complex has been sited at said location pursuant to the "*Cape May County Solid Waste Management Plan*", as amended and adopted by the Cape May County Board of County Commissioners and approved by the New Jersey Department of Environmental Protection; and

WHEREAS, Woodbine is a host community for the CMCMUA's solid waste complex; and

WHEREAS, New Jersey Statutes (N.J.S.A. 13:1E-28) provide that a municipality within which an approved solid waste facility is located shall be entitled to an annual economic benefit in consideration of the amount of solid waste accepted for transfer or disposal at said facility; and

WHEREAS, Woodbine and the CMCMUA have previously entered into various Host Community Benefit Agreements ("Agreement") dated January 21, 1993, May 16, 1997, February 24, 2005, December 20, 2011, and February 20, 2018 regarding an annual host community benefit to be paid by the CMCMUA to Woodbine, for serving as a host community for the CMCMUA's solid waste complex; and

WHEREAS, the CMCMUA desires to continue to provide affordable long-term solid waste disposal and recycling services for all municipalities and businesses located within the County of Cape May ("County"); and

WHEREAS, Woodbine desires to maintain its current economic host community benefit; and

WHEREAS, the CMCMUA desires to continue to provide the current economic host community benefit to Woodbine; and

WHEREAS, Woodbine recognizes the importance of the solid waste management services provided by the CMCMUA to all municipalities within the County and, therefore, supports

maintaining and/or expanding the solid waste disposal and recycling services provided by the CMCMUA at the CMCMUA's solid waste complex.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, the parties do hereby mutually covenant and agree as follows:

I. Economic Benefit to Woodbine for Solid Waste Generated within Cape May County

The CMCMUA shall pay to Woodbine a per ton economic benefit as set forth below on solid waste generated within the County and delivered to the CMCMUA's solid waste complex for the purposes specified in sub-paragraph A. below.

A. Economic Benefit

- (1) The economic benefit for on-site solid waste disposal in approved landfilling areas within the CMCMUA's solid waste complex up to 160,000 tons per year shall be payable as follows:

ECONOMIC BENEFIT
\$ 2.78 per ton

- (2) The economic benefit for on-site solid waste disposal in approved landfilling areas within the CMCMUA's solid waste complex in excess of 160,000 tons per year shall be payable as follows:

ECONOMIC BENEFIT
\$ 4.00 per ton

- (3) The economic benefit for solid waste transfer, by or on behalf of the CMCMUA, for the purpose of either off-site processing or off-site disposal shall be payable as follows:

ECONOMIC BENEFIT
\$ 1.83 per ton

- (4) Woodbine shall receive two (2) days of free disposal of residential bulky waste collected as part of a scheduled collection service, in addition to the number of free disposal days provided as part of the Litter Abatement Partnership Program.

II. Economic Benefit to Woodbine for Solid Waste Generated Outside of Cape May County

In addition to the economic benefits set forth in Section I above, the CMCMUA shall pay to Woodbine an additional per ton economic benefit of \$1.00 per ton for solid waste generated outside the boundaries of the County which is delivered to the CMCMUA's solid waste complex, for any of the purposes set forth in Section I.A. of this Agreement,

pursuant to an Intergovernmental or Shared Services Agreement entered into by the CMCMUA and/or pursuant to a waste flow redirection order issued by the New Jersey Department of Environmental Protection.

III. The Minimum Economic Benefit

Notwithstanding the provisions of Sections I and II above, and provided that the quantity of solid waste delivered to the CMCMUA's solid waste complex is not modified (i.e., reduced) as a result of a duly adopted amendment to the "*Cape May County Solid Waste Management Plan*", a waste flow redirection order issued by the New Jersey Department of Environmental Protection or a waste flow restriction imposed by any regulatory agency having jurisdiction over the CMCMUA's acceptance of solid waste at the CMCMUA's solid waste complex, should the total tonnage of all solid waste from all sources that is delivered to the CMCMUA's solid waste complex for processing, transfer or disposal as set forth in Section I.A., be less than 143,885 tons during any calendar year, the minimum total economic benefit provided to Woodbine shall be calculated on the basis of 143,885 tons of County generated solid waste per year.

IV. Limitation on Economic Benefits to be Provided

Notwithstanding any provisions of this Agreement to the contrary, the economic benefits set forth in this Agreement including, without limitation, the minimum economic benefit set forth in Section III of this Agreement, shall only be payable to Woodbine by the CMCMUA: (1) during the term of this Agreement; and (2) only during such time as the County and/or the CMCMUA retain enforceable legal authority (i.e., "Intrastate Waste Flow Control Authority") to require all non-recycled solid waste generated within the County, which is not transported out-of-State for disposal, to be delivered to the CMCMUA's solid waste complex for processing and/or disposal.

In the event that such Intrastate Waste Flow Control Authority shall be substantially modified, invalidated, and/or rescinded, the minimum economic benefit set forth in Section III shall no longer apply to this Agreement and the CMCMUA shall have the right to reduce the economic benefit provided to Woodbine consistent with the applicable prevailing statutory minimum established pursuant to State law.

V. Term

This Agreement shall be effective on January 1, 2024 and shall terminate on December 31, 2024. The term of the contract may be extended by up to five (5) additional years (single or multiple year extensions) upon mutual consent of the parties.

VI. Definition of "Solid Waste"

"Solid Waste", as used in this Agreement, shall mean all waste material delivered to the CMCMUA's solid waste complex for which a fee is charged. As used in this Agreement, "Solid Waste" shall not include either source-separated recyclable materials or materials

that are extracted from solid waste for the purpose of recycling, when such materials are delivered to the CMCMUA's solid waste complex for processing or recycling. Recyclable materials shall include, but not be limited to, ferrous and non-ferrous metals, mixed colored glass containers and plastic containers, mixed paper, leaves, grass clippings, brush, tree branches, limbs and/or stumps, tires, wood, wood pallets, and white goods.

In addition, solid waste shall not include materials delivered to the CMCMUA's solid waste complex for use, with or without processing, as landfill cover material.

VII. Time of Payment

The total economic benefit for the preceding year shall be payable by the CMCMUA on or before February 15 of the succeeding year.

VIII. Parties Bound

This Agreement shall be binding upon the parties hereto and their legal successors.

IX. Representations

A. Necessary Action

The CMCMUA and Woodbine each represent that all necessary actions have been taken to authorize the signing of this Agreement by the respective parties.

B. Extension/Modification

The parties represent that they shall commence negotiations on or about April 1, 2024 with respect to extending the term of this Agreement or any other modification thereof.

X. Additional Economic Benefit

In the event the CMCMUA authorizes an economic benefit to a municipality hosting a CMCMUA owned solid waste facility which is more favorable than an economic benefit set forth herein, such benefit shall, to the extent applicable, inure to the benefit of Woodbine.

XI. Review by Local Government Agencies

Woodbine hereby acknowledges that the CMCMUA's operations at the solid waste complex are subject to comprehensive and pervasive State regulation and supervision established by the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and regulations promulgated thereunder, and hence exempt from local planning board regulation and the requirements of the local zoning ordinance.

Notwithstanding the exemption from local planning board regulation, the CMCMUA shall submit to the Planning Board, for informational purposes only, plans for proposed projects at the solid waste complex.

The CMCMUA shall not be required to reimburse Woodbine, its Planning Board, or otherwise, for any costs sustained by them for any review by their respective engineers, planners, architects, attorney or other consultants, nor shall the CMCMUA be charged any application or other fee.

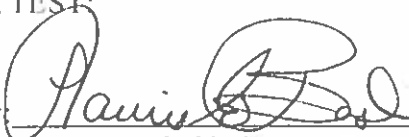
This Article XI, shall survive the termination of this Agreement.

XII. Entire Understanding

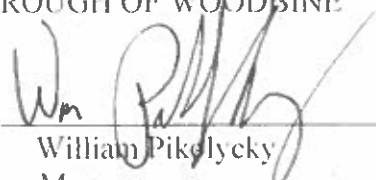
This Agreement contains the entire understanding between the parties and supersedes, in their entirety, all previous agreements between them regarding economic benefits, whether oral or in writing. This Agreement cannot be modified or terminated except in accordance with its terms or by a subsequent written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2024.

ATTEST:

By: 
Borough Clerk

BOROUGH OF WOODBINE

By: 
William Pikelycky
Mayor

ATTEST:

By: _____
Assistant Corporate Secretary

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

By: _____
Joseph V. Rizzuto
Executive Director

Cape May County Municipal Utilities Authority

RESOLUTION NO. 29-24

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY AND THE BOROUGH OF WEST CAPE MAY FOR THE REVIEW AND SUBMISSION OF THE BOROUGH OF WEST CAPE MAY'S 2023 ANNUAL RECYCLING TONNAGE REPORT

WHEREAS, in accordance with N.J.S.A. 13:1E-96 5.b(1), each New Jersey municipality is required by the Recycling Enhancement Act ("REA") to have mandatory Annual Recycling Tonnage Reports approved and signed by a Certified Recycling Professional ("CRP"); and,

WHEREAS, the Borough of West Cape May ("Borough") has requested that the Cape May County Municipal Utilities Authority's ("Authority") Staff Member who has obtained designation as a CRP submit the Borough's mandatory 2023 Annual Recycling Tonnage Report to the New Jersey Department of Environmental Protection ("NJDEP"); and,

WHEREAS, the Authority desires to assist the Borough in securing their rightful recycling fund allotment from the State for their 2023 recycling activities; and,

WHEREAS, the Authority desires to memorialize each party's responsibilities in a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Shared Services Act"), whereby the Authority would review, certify, and submit, via email, to the NJDEP, the Borough's 2023 Annual Recycling Tonnage Report; and,

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide and/or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

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

1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement between the Borough of West Cape May and the Cape May County Municipal Utilities Authority to Review, Sign/Submit the 2023 Annual Recycling Tonnage Report".
2. The Authority's Executive Director, or Deputy Director, is authorized to execute said Agreement.

	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. 29-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 21st day of February 2024.

Assistant Secretary

**AGREEMENT BETWEEN THE BOROUGH OF WEST CAPE MAY
AND THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
TO REVIEW, SIGN/SUBMIT THE
2023 ANNUAL RECYCLING TONNAGE REPORT**

WHEREAS, the Borough of West Cape May ("Borough") and the Cape May County Municipal Utilities Authority ("Authority") desire to enter into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) ("Shared Services Act"), whereby the Authority would review, certify, and submit, via email, to the New Jersey Department of Environmental Protection ("NJDEP"), the Borough's 2023 Recycling Tonnage Report; and

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide and/or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Borough shall adopt a Resolution authorizing the execution of this Shared Services Agreement with the Authority; and

WHEREAS, the Authority shall adopt a Resolution authorizing the execution of this Shared Services Agreement with the Borough; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration set forth below, the parties hereto agree as follows:

1. In accordance with N.J.S.A. 13:1E-96.5.b. (1), commencing in 2012, each New Jersey municipality is required by the Recycling Enhancement Act ("REA") to have mandatory Annual Recycling Tonnage Reports approved and signed by a Certified Recycling Professional ("CRP").
2. For the 2023 Recycling Tonnage Report, the Authority hereby agrees to have employees of the Authority who have received the designation by the State as a CRP, to review, certify, and submit, via email, to the NJDEP, the Borough's 2023 Recycling Tonnage Report.
3. It is understood that the responsibility for the accuracy of all tonnage and other data reported rest solely with the Borough as the preparer of the Recycling Tonnage Report. Said report shall utilize a spreadsheet compatible with the Microsoft Excel structure required by the NJDEP.
4. The Borough shall designate a single individual as the preparer of the report and shall advise the Authority of the preparer's name and title prior to the submission of the report to the Authority. The individual report preparer and the Borough are solely responsible should the NJDEP audit the report submittal and determine that deficiencies exist.
5. Neither the Authority nor its employees bear any responsibility for reporting inaccuracies.

6. To the fullest extent permitted by law, the Borough shall indemnify, defend, and hold harmless the Authority, its agents and employees, from and against all claims, damages, losses, liabilities and expenses, including, but not limited to, attorney's fees and court costs, arising out of, resulting from or in any way relating to, either directly or indirectly to this Agreement.
7. Nothing herein shall obligate the Authority to review and submit to the NJDEP the Borough's Recycling Tonnage Report beyond the 2023 calendar year.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective authorized representatives.

BOROUGH OF WEST CAPE MAY

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

Date: _____

Date: _____

Attest: _____

Attest: _____

Cape May County Municipal Utilities Authority

RESOLUTION NO. 30-24

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE ATLANTIC COUNTY UTILITIES AUTHORITY AND THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR ROUTINE MAINTENANCE & REPAIRS ON CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY COMPRESSED NATURAL GAS VEHICLES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a fleet of Compress Natural Gas ("CNG") vehicles; and,

WHEREAS, the Atlantic County Utilities Authority ("ACUA") owns and operates a NFPA 30A certified Maintenance Center, located at 6700 Delilah Road in Egg Harbor Township, New Jersey, staffed by technicians with Natural Gas Vehicle Institute (NGVi) certifications capable of providing routine maintenance to the CMCMUA's fleet of CNG vehicles; and,

WHEREAS, the Authority and the ACUA had previously entered into Agreements for routing maintenance and repair to the CMCMUA's fleet of CNG Vehicles since the year 2020; and,

WHEREAS, the Authority and the ACUA now desire to enter into a new Agreement for the routine maintenance and repair to the CMCMUA's fleet of CNG Vehicles; 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 Routine Maintenance & Repairs to the CMCMUA's fleet of CNG Vehicles setting forth the terms and understandings related to the maintenance and repair of said CNG Vehicles 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 the Maintenance & Repairs on Cape May County Municipal Utilities Authority Compressed Natural Gas Vehicles", 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, which may be extended, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.

4. 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 for the Maintenance & Repair on Cape May County Municipal Utilities Authority Compressed Natural Gas Vehicles 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 \$25,000.00. 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. 30-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 21st day of February 2024.

Assistant Secretary

**AGREEMENT BETWEEN THE ATLANTIC COUNTY UTILITIES AUTHORITY
AND THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
FOR ROUTINE MAINTENANCE & REPAIRS ON CAPE MAY COUNTY MUNICIPAL
UTILITIES AUTHORITY COMPRESSED NATURAL GAS VEHICLES**

This Agreement for Routine Repairs and Maintenance on Cape May County Municipal Utilities Authority Compressed Natural Gas (“CNG”) vehicles, is made _____, 2024, by and between Cape May County Municipal Utilities Authority, with principal offices located at 1523 Route 9 North, Cape May Court House New Jersey 08210 (“CMCMUA” and/or “Authority”) and the Atlantic County Utilities Authority with offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey 08234 and a mailing address of PO Box 996, Pleasantville, New Jersey 08232-0996 (“ACUA”),

WITNESSETH:

WHEREAS, the CMCMUA owns and operates a fleet of CNG vehicles; and

WHEREAS, the ACUA owns and operates a NFPA 30A certified Maintenance Center, located at 6700 Delilah Road in Egg Harbor Township, New Jersey, staffed by technicians with Natural Gas Vehicle Institute (NGVi) certifications capable of providing routine maintenance to the CMCMUA’s fleet of CNG vehicles; and

WHEREAS, performing routine maintenance and, if necessary, repairs to the CMCMUA fleet of CNG vehicles is vital to care, upkeep and long-term viability of said vehicles as well as the Authority’s ability to provide essential Solid Waste and Recycling Services the CMCMUA to the residents of Cape May County in an environmentally friendly manner; and

WHEREAS, the CMCMUA wishes to enter into an Agreement with the ACUA for the ACUA to perform routine maintenance and, if necessary, repairs on the CMCMUA’s fleet of CNG trucks as set forth in this Agreement; and

WHEREAS, the CMCMUA and the ACUA are permitted in accordance with N.J.S.A. 40:8A-1 et seq., the Uniform Shared Services and Consolidation Act (“Act”), to enter into an Agreement, subject to confirmation by Resolution of the governing body of each entity, to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of shared services and the like.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained in this Agreement and pursuant to resolutions duly adopted by their respective governing bodies, the ACUA and the CMCMUA agree as follows:

1. Responsibilities of the ACUA

- 1.1. The ACUA shall provide technicians with Natural Gas Vehicle Institute (NGVi) certifications to perform routine maintenance and, if necessary, repairs on the CMCMUA's fleet of CNG trucks.
- 1.2. The ACUA shall charge the CMCMUA a labor rate of **\$59.63** per hour for all manpower hours in the performance of the services covered under this Agreement during the hours of 6:30AM to 8PM, Monday through Friday. The ACUA will charge the CMCMUA a labor rate of **\$75.08** per hour for all manpower hours in the performance of the services covered under this Agreement outside the normal operating hours listed above. The ACUA shall notify and receive written authorization from the CMCMUA prior to performing any work under this Agreement.
- 1.3. The ACUA shall charge the CMCMUA for all parts required for services performed in accordance with the make and model number Maintenance Schedule(s) contained in Appendix A on an at cost basis plus a 15% mark-up. The ACUA shall notify and receive authorization from the CMCMUA prior to the purchase of parts for services not performed in Appendix A.
- 1.4. The ACUA shall notify the CMCMUA if, in the professional opinion of the ACUA service technicians with Natural Gas Vehicle Institute (NGVi) certifications, that the CMCMUA owned CNG vehicle requires the services of an outside vendor and/or service provider. The ACUA shall provide the CMCMUA, in writing, the professional opinion of the ACUA service technicians with National Gas Vehicle Institute (NGVi) certifications.
 - 1.4.1. The ACUA shall charge the CMCMUA a flat rate of **\$66.32** for coordination of repairs with said outside service provider, if authorized to do so by the CMCMUA.
 - 1.4.2. In the event that the ACUA service technicians with Natural Gas Vehicle Institute (NGVi) certifications determine a CMCMUA vehicle will need to be transported for service to an outside vendor, the CMCMUA shall be responsible for the coordination and transportation of the CMCMUA CNG Vehicle.
 - 1.4.3. No work by an outside service provider shall begin until a quote with all estimated costs including labor and parts is presented to CMCMUA in accordance with the requirements of the Local Public Contract Law, and written authorization by CMCMUA is provided and received by the ACUA.
- 1.5. Notwithstanding the foregoing, the ACUA shall provide the CMCMUA a detailed invoice indicating the labor hours spent and the parts utilized in performing the services under this Agreement monthly by statement and voucher. Payment is due within forty-five (45) days from the date of invoice and promptly clarify and

concerns or questions raised by the CMCMUA. Any late payment will be assessed a late payment charge of 18% per annum (1 ½ % per month) after 60 days of presentation of the bill.

2. Responsibilities of the CMCMUA

2.1. The CMCMUA shall coordinate and schedule routine maintenance and repairs of CMCMUA CNG vehicles with the ACUA.

2.2. The CMCMUA shall transport CMCMUA CNG vehicle to the ACUA Maintenance Center, located at 6700 Delilah Road in Egg Harbor Township, New Jersey for routine maintenance and repairs.

2.3. The CMCMUA shall provide necessary authorization as required in this Agreement to the ACUA in a reasonable and timely manner.

2.4. The CMCMUA shall provide the ACUA with a Maintenance Schedule for each make and model number of CMCMUA CNG vehicles.

3. Estimated Cost of Services

3.1. Pursuant to N.J.S.A. 40A:65-7(3), the estimated cost of the Shared Services is not to exceed \$25,000.00.

4. Indemnification and Hold Harmless Requirements

4.1. Except as otherwise provided for below or elsewhere in this Agreement, each Party shall protect, indemnify, hold harmless and defend, in any proceeding or suit, the other Parties including their directors, officers, elected officials, board members, employees and agents from and against all liabilities, losses, injuries, costs, expenses, damages, claims, demands, judgments, suits, actions or proceedings, and reasonable attorneys' and consultants' fees, arising out of or as a result of any negligent act or omission by said Party or employees, agents or contractors of the Party, in the performance of this Agreement.

5. Damage to CMCMUA CNG Vehicles

5.1. The ACUA shall fully compensate the CMCMUA for all repair costs resulting from damage to the CMCMUA's CNG trucks arising from the services performed under this Agreement and while in the CMCMUA's CNG vehicle are in the possession of the ACUA or otherwise physically located on the property of the ACUA.

6. Insurance

6.1. The CMCMUA and ACUA will each carry appropriate general liability, auto, workers' compensation, and professional liability insurance covering its activities and employees. The general liability, automobile insurance, and professional

liability insurance shall be in an amount with policy limits not less than one million dollars. The CMCMUA and the ACUA shall each be named as an "Additional Insured" on each policy. Said insurance shall be primary to any insurance owned by the named Additional Insured. The CMCMUA and the ACUA shall provide a certificate of insurance to the other upon commencement of this Agreement. Said certificate of insurance shall state that the insurance cannot be cancelled without at least ten (10) days written notice to the named Additional Insured.

7. Entire Agreement

7.1. This Agreement constitutes and expresses the whole agreement of the parties hereto, all prior promises, undertaking, understandings, representations, and agreements relative thereto being herein merged.

8. Modifications

8.1. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modification to this Agreement shall be valid unless in writing and adopted by resolution of the respective governing bodies of the CMCMUA and ACUA.

9. Governing Law

9.1. The Agreement has been made and executed in the State of New Jersey and shall be governed by, enforced in and construed in accordance with the laws of the State of New Jersey. Any litigation related to this Agreement shall be exclusively venued in the Superior Court of New Jersey, Atlantic/Cape May Vicinage.

10. Assignment

10.1. This Agreement may only be assigned with the written authorization of the Parties.

11. Binding Effect

11.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal or personal representatives, heirs, executors, administrators, successors and assigns.

12. Successors

12.1. This Agreement shall extend to and bind their heirs, personal representatives, successors and assigns of the Parties hereto.

13. Termination

13.1. This Agreement shall be for the period of one (1) year from March 4, 2024,

As to the ACUA:

Atlantic County Utilities Authority
P.O. Box 996
Pleasantville, NJ 08232-0996
Fax: 609-569-7344/7338

Agreement and legal notices: Attention President

Communications related to scheduling maintenance and/or repairs:

Scott Yunker – Fleet & Facilities Manager
Phone: (609) 569-7318
Email: syunker@acua.com

Michael Butler – Fleet Group Leader
Phone: (609) 569-7316
Email: mbutler@acua.com

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first set forth above.

ATTEST:

Ann McDevitt, Office Manager

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

By: Joseph V. Rizzuto, Executive Director

Dated: _____

ATTEST:

Lisa Duffner, Authority Board Secretary

**ATLANTIC COUNTY
UTILITIES AUTHORITY**

Matthew DeNafo, President

Dated: _____

Cape May County Municipal Utilities Authority

RESOLUTION NO. 31-24

RESOLUTION AMENDING RESOLUTION NO. 85-22 AUTHORIZING THE AWARD OF CONTRACT SLF-29-22-REBID – LABORATORY SERVICES FOR LANDFILL GAS SAMPLING AND ANALYSIS OF EMISSIONS FROM TWO (2) 1,059 KW ELECTRICAL GENERATORS TO AIRNOVA, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for Contract SLF-29-22-REBID – Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from Two (2) 1,059 kW Electrical Generators ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received one (1) Bid in accordance with the Advertisement for Bids for the Contract and publicly opened said Bid on June 16, 2022; and,

WHEREAS, through Resolution No. 85-22, the Authority awarded Contract SLF-29-22-REBID in the total not-to-exceed amount of \$43,950.00 to the sole Bidder, AirNova, Inc., 3485 Haddonfield Road, Pennsauken, NJ 08109; and,

WHEREAS, Resolution No. 85-22 stated the term of the Contract was one (1) year from execution of the Contract by all parties; and,

WHEREAS, the Authority desires to amend Resolution No. 85-22 in regards to the term of the Contract in a manner consistent with the Bid Specifications and the Contract; and,

WHEREAS, the provisions of the WHEREAS clauses of Resolution No. 85-22, except as amended, shall remain in full force and effect.

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 term of Contract SLF-29-22-REBID shall be consistent with the Bid Specifications and the Contract.

	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. 31-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 21st day of February 2024.

Assistant Corporate Secretary

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

Open: N Paid: Y Void: N
 Rcvd: N Held: N Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y

Paid Date Range: 02/08/24 to 02/21/24
 Include Non-Budgeted: Y Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2300592	02/21/23	MOTTM005	MOTT MACDONALD GROUP, LLC	RFP-06-20 ODOR CONTROL DESIGN	Open	28,687.45	0.00
M2300600	02/22/23	MULTI015	MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	DISASSEMBLY BOILER #1	Open	4,721.70	0.00 C
M2301956	07/24/23	MULTI015	MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	REPLACE HVAC MECHANICS SHOP	Open	6,359.50	0.00 C
M2302266	08/22/23	SCALF005	SCALFO ELECTRIC Contract No: C2300002	IPF FIRE COMPRESSOR PWR FEED	Open	16,963.16	0.00 C
M2302326	08/29/23	FALAS005	FALASCA MECHANICAL, INC. Contract No: C2300041	GATE VALVE INSTALLATION	Open	2,279.34	0.00 C
M2302907	11/07/23	ADVAN050	ADVANCED EQUIPMENT SALES Contract No: C2300060	IPF EQUIPMENT REPAIRS	Open	43,010.57	0.00 C
M2303003	11/15/23	SCALF005	SCALFO ELECTRIC Contract No: C2300002	TROUBLESHOOT PLC/CONTROLS IPF	Open	8,411.37	0.00 C
M2303010	11/16/23	FORES010	FORESITE CYBERSECURITY, INC	NETWORK PENETRATION TESTING	Open	4,350.00	0.00
M2303135	12/05/23	OBRIE005	KISTLER O'BRIEN	FIRE SYSTEM INSPECTIONS	Open	3,960.00	0.00
M2303269	12/31/23	NAPA0005	SEAVILLE NAPA	PC MAINTENANCE SUPPLIES	Open	46.71	0.00
M2303270	12/31/23	TREAS010	TREASURER, STATE OF NEW JERSEY	NJDEP QUARTERLY INSPECTION FEE	Open	3,423.75	0.00
M2303271	12/31/23	SUBUR005	SUBURBAN PROPANE L.P.	PROPANE	Open	834.32	0.00
M2303272	12/31/23	SOUTH050	SOUTH JERSEY WELDING	ARGON/MIX CYL RENTAL 12/31/23	Open	7.44	0.00
M2303273	12/31/23	KEITH020	KEITH C. WAGNER	REIMBURSEMENT CONTINUING EDUC	Open	517.39	0.00
M2303274	12/31/23	BETAN010	WILLIAM T. BETANCOURT	REIMBURSEMENT CONTINUING EDUC	Open	517.39	0.00
M2303275	12/31/23	ANTHO010	ANTHONY LEA	REIMBURSEMENT CONTINUING EDUC	Open	517.39	0.00
M2303276	12/31/23	EUROF005	EUROFINS ENV TESTING PHILA LLC Contract No: C2200022	DECEMBER LAB TESTING	Open	4,305.00	0.00 C
M2400003	01/02/24	MARSH015	MARSH & MCLENNAN AGENCY, LLC	RISK MGMT CONSULTING SERVICES	Open	3,500.00	0.00
M2400016	01/04/24	PITNE005	PITNEY BOWES, INC.	POSTAGE METER	Open	457.80	0.00
M2400030	01/08/24	NAPA0005	SEAVILLE NAPA	BATTERIES FOR P-41 & P-45	Open	195.08	0.00
M2400053	01/09/24	FASTE010	FASTENAL & CON. SUPPLIES	HARDWARE REPLENISHMENT	Open	285.94	0.00
M2400073	01/11/24	FASTE010	FASTENAL & CON. SUPPLIES	SMM SCUM PROJECT HARDWARE	Open	259.34	0.00
M2400076	01/11/24	FASTE010	FASTENAL & CON. SUPPLIES	RESPIRATORS AND SPECTACLE KIT	Open	2,082.70	0.00
M2400081	01/11/24	GRAIN005	GRAINGER INC.	PARTS FOR BOSCH MITER SAW	Open	26.47	0.00
M2400087	01/11/24	SNAP0005	SNAP-ON INDUSTRIAL	PURCHASE NEW 3/4" AIR GUN	Open	779.11	0.00
M2400088	01/12/24	REINE005	REINER PUMP SYSTEMS, INC.	Mayville Pump Replacement	Open	123,408.00	0.00
M2400093	01/12/24	GRAYB005	GRAYBAR ELECTRIC CO.	VFD FANS	Open	355.81	0.00
M2400151	01/12/24	APPLI015	APPLIED INDUSTRIAL TECH.	RBC GEAR BOXES	Open	111,904.16	0.00
M2400153	01/12/24	SHIIN005	SHI INTERNATIONAL CORP.	2024 SERVER RFRESH	Open	775,451.32	0.00
M2400173	01/16/24	CORNE015	CORNERSTONE ENVIRON. GROUP LLC	CELL 1B PERMIT MODIFICATION	Open	29,205.72	0.00
M2400179	01/16/24	ARAMS005	ARAMSCO	ASBESTOS BAGS	Open	6,606.00	0.00
M2400183	01/16/24	CASAP005	CASA PAYROLL SERVICE	Payroll Services Contract 1 Yr	Open	303.00	0.00
M2400190	01/17/24	ONESO005	ONE SOURCE OF NEW JERSEY LLC	CONSUMABLES REPLACEMENTS	Open	507.79	0.00
M2400194	01/17/24	MOTTM005	MOTT MACDONALD GROUP, LLC	RFP-06-22 PROF SER ENG: OC WTF	Open	846.00	0.00
M2400195	01/17/24	KENNE015	KENNEDY CONCRETE INC.	TS FACILITY MAINT.	Open	360.00	0.00
M2400203	01/17/24	CDWGO005	CDW GOVERNMENT INC.	DISPLAY SUPPLIES	Open	57.28	0.00
M2400204	01/17/24	GRAIN005	GRAINGER INC.	SHOP SUPPLIES	Open	478.41	0.00
M2400208	01/18/24	FOLEY005	FOLEY, INC.	LEASE TO PURCHASE BUYOUT	Open	109,114.14	0.00
M2400213	01/18/24	CORPD005	MICROMATION SCIENCES CORP.	MOBILE SHREDDING SERVICE	Open	588.35	0.00
M2400215	01/18/24	APPLI015	APPLIED INDUSTRIAL TECH.	ANTENNA/STELLAR CRANE	Open	103.29	0.00
M2400225	01/19/24	SOILC005	SOIL CONTROL LAB	ANNUAL TESTING LEAF & TERRAGRO	Open	758.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2400234	01/19/24	KNOXC005 KNOX COMPANY	KNOX BOX FOR RIO GRANDE PS	Open	521.00	0.00	
M2400242	01/22/24	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICES	Open	233.12	0.00	
M2400243	01/22/24	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE	Open	947.16	0.00	
M2400244	01/22/24	TACPR005 TAC PRINTING	SW ORIGIN AND DISPOSAL FORMS P	Open	1,325.00	0.00	
M2400246	01/22/24	SWANA005 SWANA, SOLID WASTE AS. OF N.A.	SWANA NATIONAL ANNUAL MEMBERSH	Open	1,560.00	0.00	
M2400251	01/22/24	GRAIN005 GRAINGER INC.	GASKETS	Open	218.40	0.00	
M2400256	01/22/24	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-33-21 SHARED CONVEYANCE	Open	16,843.82	0.00	
M2400271	01/23/24	FOLEY005 FOLEY, INC.	CAT ARTICULATED TRUCK RENTAL	Open	13,500.00	0.00	
M2400280	01/24/24	HOUPE005 HOUPERT FLEET SERVICES LLC	SMOKE TEST T-18	Open	131.50	0.00	
M2400281	01/24/24	GRAIN005 GRAINGER INC.	ABRASIVE ROLLS & FLAPPER WHEEL	Open	664.20	0.00	
M2400284	01/24/24	SEAGE005 SEA GEAR MARINE SUPPLY INC.	EMPLOYEE UNIFORMS COAT/BIBS	Open	165.10	0.00	
M2400285	01/24/24	ROBER030 ROBERTS OXYGEN CO. INC.	HYPER THERM CONSUMABLES	Open	1,484.42	0.00	
M2400286	01/24/24	SEAGE005 SEA GEAR MARINE SUPPLY INC.	SIMMONS, CARHARTT BIBS	Open	91.00	0.00	
M2400287	01/24/24	BATTE005 BATTELINI TRANSPORTION SYS INC	TOWING FOR T13	Open	650.00	0.00	
M2400288	01/24/24	HOFFM015 HOFFMAN SERVICES, INC.	TROUBLESHOOT VEHICAL LIFTS	Open	1,080.00	0.00	
M2400289	01/25/24	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE DEL 1/31	Open	9,561.09	0.00	C
M2400295	01/25/24	NAPA0005 SEAVILLE NAPA	SHOP SUPPLIES	Open	3,116.56	0.00	
M2400301	01/25/24	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	22,999.11	0.00	
M2400303	01/26/24	JEFFW005 THE JEFF WHITAKER COMPANY	Mngt. Staff Training	Open	2,500.00	0.00	
M2400304	01/26/24	GRAIN005 GRAINGER INC.	C CLAMPS	Open	532.73	0.00	
M2400306	01/26/24	GRAIN005 GRAINGER INC.	SPROCKET FOR THICKENER	Open	67.74	0.00	
M2400314	01/26/24	LOWES005 LOWE'S COMMERCIAL SERVICES	MADISON AVE COVER LOUVER HOLE	Open	172.80	0.00	
M2400327	01/26/24	HOUPE005 HOUPERT FLEET SERVICES LLC	REPAIRS TO T-18	Open	4,662.47	0.00	
M2400343	01/29/24	CDWGO005 CDW GOVERNMENT INC.	EATON REPLACEMENT BATTERY	Open	112.96	0.00	
M2400344	01/29/24	THEHO005 THE HOME DEPOT PRO	SHOP VAC	Open	129.00	0.00	
M2400345	01/29/24	CDWGO005 CDW GOVERNMENT INC.	EATON REPLACEMENT BATTERY	Open	112.96	0.00	
M2400347	01/29/24	CDWGO005 CDW GOVERNMENT INC.	WIRELESS KEYBOARD AND MOUSE	Open	28.12	0.00	
M2400348	01/29/24	WBMAS005 W.B. MASON CO. INC.	SHARPIES	Open	67.47	0.00	
M2400349	01/29/24	CDWGO005 CDW GOVERNMENT INC.	WIRELESS KEYBOARD AND MOUSE	Open	28.12	0.00	
M2400350	01/29/24	CDWGO005 CDW GOVERNMENT INC.	WIRELESS KEYBOARD AND MOUSE	Open	28.12	0.00	
M2400351	01/29/24	GRAIN005 GRAINGER INC.	BROOM HANDLES CLEANING RFP	Open	164.25	0.00	
M2400354	01/29/24	SEAGE005 SEA GEAR MARINE SUPPLY INC.	EMPLOYEE UNIFORMS COAT/BIBS	Open	165.10	0.00	
M2400355	01/29/24	GRAIN005 GRAINGER INC.	GLOVE DUST & LAMP	Open	180.09	0.00	
M2400359	01/29/24	GRAIN005 GRAINGER INC.	Tri-Fuel Heater	Open	3,409.39	0.00	
M2400364	01/30/24	GENTI005 GENTILINI FORD, INC.	COOLING SYSTEM LINE FOR TK-11	Open	80.06	0.00	
M2400366	01/30/24	FRANK030 FRANKLIN-GRIFFITH, LLC	NEPTUNE CONTROL TRANSFORMERS	Open	198.74	0.00	
M2400368	01/30/24	FASTE010 FASTENAL & CON. SUPPLIES	GLOVES AND SAFETY GLASSES	Open	91.21	0.00	
M2400369	01/30/24	SHERW005 SHERWIN-WILLIAMS CO.	5 GALLON BUCKETS/BLUE	Open	186.00	0.00	
M2400371	01/30/24	GRAIN005 GRAINGER INC.	CORDLESS BACKPACK VACUUM	Open	299.00	0.00	
M2400374	01/31/24	GRAIN005 GRAINGER INC.	GENERATOR DAY TANK MOTOR	Open	416.22	0.00	
M2400381	01/31/24	WASTE045 WASTE MANAGEMENT OF NJ, INC.	TRASH DISPOSAL SERVICES	Open	78.61	0.00	
M2400387	01/31/24	HACHC005 HACH COMPANY	pH 10 Buffer	Open	201.76	0.00	
M2400388	01/31/24	RICCI015 RICCIARDI BROS OF SOUTH JERSEY	PAINT FOR PLANT DIESEL TANK	Open	91.95	0.00	
M2400389	02/01/24	BIOBL005 BIO BLASTING LLC	BioBlaster Disinfectant	Open	125.00	0.00	
M2400390	02/01/24	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	IPF CLEANING SUPPLIES	Open	317.72	0.00	
M2400393	02/01/24	ATLAN205 ATLANTICARE PHYSICIAN GROUP	PrEmply Phys Contr Remainder	Open	387.00	0.00	
M2400395	02/01/24	HACHC005 HACH COMPANY	DPD CHORINE REAGENT	Open	258.02	0.00	
M2400399	02/01/24	HACHC005 HACH COMPANY	REAGENT FOR TESTING	Open	896.28	0.00	
M2400400	02/01/24	GRAIN005 GRAINGER INC.	BATTERIES	Open	104.33	0.00	
M2400401	02/01/24	GRAIN005 GRAINGER INC.	BACKFLOW DEVICE CONN PORTS	Open	375.78	0.00	
M2400402	02/01/24	GRAIN005 GRAINGER INC.	Shrink wrap Material	Open	821.32	0.00	
M2400412	02/02/24	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	TOILET PAPER	Open	124.20	0.00	
M2400413	02/02/24	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	OFFICE SUPPLIES-PAPER PRODUCTS	Open	176.87	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2400416	02/05/24	MARSH015 MARSH & MCLENNAN AGENCY, LLC	CL SURETY BOND RENEWAL	Open	1,494.00	0.00	
M2400417	02/05/24	BERGE010 BERGEY'S TRUCK CENTERS	FILTERS FOR CRANE TRUCK PC-9	Open	627.84	0.00	
M2400421	02/05/24	NAPA0005 SEAVILLE NAPA	SHOP SUPPLIES PICK-UP SLIPS	Open	61.58	0.00	
M2400425	02/05/24	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	373.74	0.00	
M2400426	02/05/24	COLON005 COLONIAL ELECTRIC SUPPLY	SMM FLOATS	Open	9.26	0.00	
M2400428	02/05/24	EASTC055 EAST COAST STEEL INC.	STEEL FOR BRACKETS	Open	740.50	0.00	
M2400434	02/06/24	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE DEL 2/12	Open	9,628.27	0.00	C
M2400435	02/06/24	GRAIN005 GRAINGER INC.	VFD CABINETS / PLC SPARE PARTS	Open	1,357.20	0.00	
M2400436	02/06/24	RIGGI005 RIGGINS, INC.	HEATING OIL MAINT SHOP & IPF	Open	752.93	0.00	
M2400437	02/06/24	RIGGI005 RIGGINS, INC.	DIESEL FUEL LANDFILL & IPF	Open	4,638.51	0.00	
M2400438	02/06/24	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	1,021.60	0.00	
M2400440	02/06/24	PEDRO005 PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	1,646.44	0.00	
M2400441	02/06/24	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL	Open	6,219.88	0.00	
M2400445	02/06/24	SPRIN010 CRYSTAL SPRINGS	BOTTLE WATER SUPPLY ADMIN 2024	Open	43.59	0.00	
M2400446	02/06/24	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	857.12	0.00	
M2400447	02/06/24	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	17,091.48	0.00	
M2400451	02/06/24	OMNIR005 OMNI RECYCLING LLC Contract No: C2400012	1/2024 IPF processing fee	Open	86,220.94	0.00	C
M2400452	02/06/24	KEENC005 KEEN COMPRESSED GAS CO.	COMPRESSED GAS AND CYLINDERS	Open	150.00	0.00	
M2400457	02/06/24	GARDN005 GARDNER TRUE VALUE	MISC SITE SUPPLIES	Open	86.96	0.00	
M2400458	02/06/24	ADVAN035 ADVANTAGE RENTAL CENTER	IPF CLEANING SUPPLIES	Open	45.03	0.00	
M2400459	02/07/24	LOWES005 LOWE'S COMMERCIAL SERVICES	THERMOSTAT FOR CONTAINER ROOM	Open	26.11	0.00	
M2400464	02/07/24	ADVAN035 ADVANTAGE RENTAL CENTER	MISC GAS PLANT SUPPLIES	Open	33.10	0.00	
M2400465	02/07/24	GETRA005 G & E TRAILER SALES LLC	PINTLE HITCHES	Open	668.00	0.00	
M2400468	02/08/24	WESTB005 WEST BAY CONSTRUCTION, INC.	CONCRETE MODIFICATIONS - SM	Open	45,080.00	0.00	
M2400470	02/08/24	TIERN005 KAREN TIERNEY	Leadership Training Material	Open	353.60	0.00	
M2400471	02/08/24	AMBAS005 AMBASSADOR MEDICAL SERV.,INC	PreEmp1 & Random Drug Screens	Open	124.00	0.00	
M2400473	02/08/24	LOWES005 LOWE'S COMMERCIAL SERVICES	RWBR PRESSURE SENSOR	Open	16.38	0.00	
M2400474	02/08/24	SHERW005 SHERWIN-WILLIAMS CO.	PAINT SUPPLIES FOR RWBR	Open	19.01	0.00	
M2400475	02/08/24	SWAIN005 SWAIN'S HARDWARE STORE	HAMMER BITS	Open	35.74	0.00	
M2400476	02/08/24	VILLA015 VILLAS NAPA AUTO PARTS	AIR FILTER FOR DODGE RAM 2023	Open	10.64	0.00	
M2400477	02/08/24	EPIC0005 EPIC Contract No: C2300056	SLUDGE DISPOSAL FOR JAN 2024	Open	24,761.01	0.00	C
M2400479	02/08/24	WALLA015 WALLACE HARDWARE	WIRE WHEEL, BRUSH, HOSE BIB	Open	53.94	0.00	
M2400483	02/08/24	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	JANITORIAL SUPPLIES	Open	558.85	0.00	
M2400485	02/09/24	SEAGE005 SEA GEAR MARINE SUPPLY INC.	CARHARTS FOR NEW EMPLOYEES	Open	130.00	0.00	
M2400486	02/09/24	LOWES005 LOWE'S COMMERCIAL SERVICES	TS MISC SUPPLIES	Open	66.71	0.00	
M2400489	02/09/24	GILMA005 GILMAR 25, LLC	PC OFFICE SUPPLIES	Open	31.68	0.00	
M2400493	02/09/24	LOWES005 LOWE'S COMMERCIAL SERVICES	PC MAINTENANCE	Open	43.94	0.00	
M2400497	02/12/24	SOUTH050 SOUTH JERSEY WELDING	WELDING GASES	Open	311.17	0.00	
M2400499	02/12/24	SOUTH050 SOUTH JERSEY WELDING	ARGON/MIX CYL RENTAL 1/31/24	Open	7.44	0.00	
M2400500	02/12/24	EASTE110 EASTERN EQUIPMENT SERVICES LLC	WVTS LOADER	Open	452.47	0.00	
M2400508	02/12/24	RIGGI005 RIGGINS, INC.	DIESEL FUEL IPF HEAT	Open	1,544.42	0.00	
M2400514	02/13/24	CAPRI010 CAPRIONI FAMILY SEPTIC, INC. Contract No: C2300031	LIQUID SLUDGE HAULING JANUARY	Open	6,001.20	0.00	C
M2400518	02/13/24	FERGU020 FERGUSON ENTERPRISES, LLC Contract No: C2300048	MISC GAS PLANT SUPPLIES	Open	19,200.00	0.00	C
M2400523	02/14/24	ATLAN090 ATLANTIC CO. UTIL. AUTHORITY Contract No: C2400007	SLUDGE DISPOSAL JANUARY 2024	Open	44,050.50	0.00	C
V2301061	12/31/23	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	648.16	0.00	
V2400060	01/29/24	CAPEM045 CAPE MAY COUNTY BOARD	SHARED TELECOMMUNICATION TOWER	Open	35,156.15	0.00	
V2400074	02/02/24	CLEAN030 CLEAN ENERGY	CNG FUEL- JANUARY 2024	Open	705.58	0.00	
V2400075	02/02/24	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-GEN LEGAL JAN 2024	Open	2,176.75	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2400076	02/02/24	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-PERSONNEL JAN 2024	Open	2,323.00	0.00	
V2400077	02/02/24	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-SW GENERAL JAN 2024	Open	1,736.50	0.00	
V2400078	02/02/24	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES- WW GEN JAN 2024	Open	1,311.00	0.00	
V2400079	02/05/24	VERIZ030 VERIZON	FIOS INTERNET	Open	239.99	0.00	
V2400080	02/06/24	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	2,572.90	0.00	
V2400081	02/06/24	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES	Open	1,629.93	0.00	
V2400082	02/06/24	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	119,590.38	0.00	
V2400083	02/06/24	ABCOPO05 ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	550.26	0.00	
V2400084	02/06/24	NATIO045 NATIONWIDE RETIREMENT SOLUTION	DEFERRED COMPENSATION W/H	Open	19,532.00	0.00	
V2400085	02/06/24	NEWJE050 NEW JERSEY FAMILY SUPPORT	GARNISHMENTS	Open	564.00	0.00	
V2400086	02/06/24	ANDRE010 ANDREW J. GREEN, COURT OFFICER	WAGE ATTACHMENT	Open	362.23	0.00	
V2400087	02/06/24	HEALT005 HEALTH EQUITY	EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,818.86	0.00	
V2400088	02/06/24	DUES0005 TEAMSTERS LOCAL 331 DUES	UNION DUES	Open	3,544.50	0.00	
V2400089	02/06/24	POLIT005 TEAMSTERS LOCAL 331 POLITICAL	POLITICAL ACTION FUND	Open	15.00	0.00	
V2400090	02/06/24	SOCIA005 TEAMSTERS LOCAL 331 SOCIAL	UNION SOCIAL FUND	Open	4.00	0.00	
V2400091	02/06/24	DEPAR015 DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	116,083.34	0.00	
V2400092	02/06/24	NJDIV015 NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	19,582.54	0.00	
V2400093	02/06/24	CAPEM055 CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CMCMA	Open	276,176.90	0.00	
V2400094	02/07/24	ATTMO005 AT&T MOBILITY	UTILITIES- 12/27-1/26/24	Open	247.57	0.00	
V2400095	02/07/24	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES TS ACCT#524 JAN	Open	757.25	0.00	
V2400096	02/07/24	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES -ACCT#312 JAN	Open	6,454.57	0.00	
V2400097	02/07/24	TELES005 TELESYSTEM	UTILITIES FEB 2024	Open	160.21	0.00	
V2400098	02/07/24	SOUTH060 SOUTH JERSEY GAS	UTILITIES-GAS HEAT TS JANUARY	Open	424.33	0.00	
V2400099	02/07/24	CMCMU020 CMCMA WASTEWATER	LEACHATE DISPOSAL JAN 2024	Open	16,942.38	0.00	
V2400100	02/08/24	BOROU020 BOROUGH OF STONE HARBOR	UTILITIES	Open	328.00	0.00	
V2400101	02/08/24	STATE035 STATE OF NEW JERSEY - SLT	LF CLOSURE&CONTINGENCY TAX-JAN	Open	6,093.22	0.00	
V2400102	02/08/24	WASTE005 CMCMA SOLID WASTE	DISPOSAL FEES	Open	3,191.55	0.00	
V2400103	02/08/24	DAILY005 DAILY JOURNAL	LEGAL ADVERTISING-FEB. 2024	Open	29.76	0.00	
V2400104	02/08/24	SOUTH060 SOUTH JERSEY GAS	UTILITIES- ADMIN BUILDING	Open	54.27	0.00	
V2400105	02/08/24	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES- ADMIN BUILDING	Open	5,976.03	0.00	
V2400106	02/08/24	VERIZ010 VERIZON WIRELESS	UTILITIES- 12/24-1/23/2024	Open	198.42	0.00	
V2400107	02/12/24	SPECT025 SPECTROTEL	UTILITIES-FEBRUARY 2024	Open	3,814.00	0.00	
V2400108	02/14/24	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	223.98	0.00	
V2400109	02/14/24	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	22,702.77	0.00	
V2400110	02/14/24	ENTER020 ENTERPRISE FM TRUST	VEHICLE LEASE- WASTEWATER	Open	1,742.80	0.00	
V2400111	02/15/24	DAILY005 DAILY JOURNAL	LEGAL ADVERTISING-FEB. 2024	Open	27.28	0.00	

Total Purchase Orders: 178 Total P.O. Line Items: 0 Total List Amount: 2,341,568.20 Total Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	3-100	4,350.00	0.00	0.00	4,350.00
WASTEWATER OPERATIONS	3-200	11,281.18	0.00	0.00	11,281.18
SOLID WASTE OPERATIONS	3-300	33,592.60	0.00	0.00	33,592.60
SOLID WASTE PROJECT	3-400	43,010.57	0.00	0.00	43,010.57
RENEWAL & REPLACEMENT	3-720	37,326.29	0.00	0.00	37,326.29
Year Total:		129,560.64	0.00	0.00	129,560.64
ADMINISTRATION	4-100	1,333,508.07	0.00	94,492.91-	1,239,015.16
WASTEWATER OPERATIONS	4-200	311,317.59	0.00	0.00	311,317.59
SOLID WASTE OPERATIONS	4-300	214,269.69	0.00	6,093.22	220,362.91
SOLID WASTE PROJECT	4-400	138,319.86	0.00	0.00	138,319.86
RENEWAL & REPLACEMENT	4-720	302,992.04	0.00	0.00	302,992.04
Year Total:		2,300,407.25	0.00	88,399.69-	2,212,007.56
Total of All Funds:		2,429,967.89	0.00	88,399.69-	2,341,568.20


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 February 21, 2024.



Robert P. Donato, CPA
Chief Financial Officer